



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, June 13, 2017 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Don Sedgwick, Mayor

**Melody Carruth, Mayor Pro Tempore
Janine Heft, Council Member**

**Dore J. Gilbert, M.D., Council Member
Barbara D. Kogerman, Council Member**

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

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

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

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9

Name of Case: George Dayeh and Maryam Dayeh vs. City of Laguna Hills; Orange County Superior Court; Case No. 30-2017-00909717-CU-IE-CXC.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, June 13, 2017 – 7:00 PM

Don Sedgwick, Mayor

Melody Carruth, Mayor Pro Tempore

Janine Heft, Council Member

Dore J. Gilbert, M.D., Council Member

Barbara D. Kogerman, Council Member

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

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GENERAL BUSINESS - CONVENING AT 7:00 P.M.

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 GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

Recommendation: That the City Council receive an update from Laguna Hills High School Student Liaison Sherwin Afshar.

1.2 Certificate of Recognition, Sherwin Afshar, Laguna Hills High School Student Liaison for Spring 2017

Recommendation: That Mayor Sedgwick present a Certificate of Recognition to Sherwin Afshar recognizing his service as the Laguna Hills High School Student Liaison.

1.3 Certificate of Recognition, Delaney Horchover, Laguna Hills High School Student Liaison Alternate

Recommendation: That Mayor Sedgwick present a Certificate of Recognition to Delaney Horchover recognizing her service as the Laguna Hills High School Student Liaison Alternate for the 2016/2017 School Year.

1.4 Recognition of Laguna Hills High School Students Sabrina Astle, Saara Tayani, and Megan Casper

Recommendation: That Mayor Sedgwick present Certificates of Recognition to Sabrina Astle, Saara Tayani, and Megan Casper.

1.5 Certificates of Recognition, Laguna Hills High School Girls Cross Country Team

Recommendation: That Mayor Sedgwick present Certificates of Recognition to Laguna Hills High School Girls Cross Country 2016 Lady Hawk Harriers and Coach Christopher Lynch.

1.6 Presentation of Proclamation for National Alzheimer's and Brain Awareness Month

Recommendation: That Mayor Sedgwick present a Proclamation to Daniel Gaytan, Alzheimer's Association Orange County Chapter Public Policy Manager, proclaiming June 2017 as National Alzheimer's and Brain Awareness Month and June 21, 2017, as "The Longest Day."

1.7 Laguna Hills 3/5 Marine Support Committee

Recommendation: That the City Council receive an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

1.8 Spotlight on Local Business

Recommendation: That the City Council receive a presentation from Shannon Van Der Walt, Sales & Marketing Director, 3D Snaps.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 Approval of Minutes for May 9, 2017, Regular Meeting

Recommendation: That the City Council approve the Minutes for the May 9, 2017, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended June 13, 2017

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,330,442.98.

3.4 Lease Termination Agreement for Carolyn Behrens, an Individual, for 24031 El Toro Road, Suite 304, Laguna Hills, California

Recommendation: That the City Council approve a Lease Termination Agreement with Carolyn Behrens, an individual, for 24031 El Toro Road, Suite 304, Laguna Hills, California, and authorize the City Manager to execute the Agreement.

3.5 Establishment of No Parking Zones for Street Sweeping Purposes on Designated Streets in the North Laguna Hills Mixed-Use Zone

Recommendation: That the City Council: (1) Find and determine that the proposed parking restrictions are not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(C)(2) and 15060(C)(3) of CEQA guidelines, California Code of Regulations Title 14, and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing No Parking Zones for Street Sweeping Purposes on all designated streets in the North Laguna Hills Mixed-Use Zone."

3.6 Fiscal Year 2017/2018 Trauma Intervention Program Agreement

Recommendation: That the City Council approve the proposed Victim Support Services Agreement for Fiscal Year 2017/2018 with Trauma Intervention Programs, Inc. and authorize the Mayor to execute the Agreement.

3.7 Adoption of the Annual Appropriations Limit for Fiscal Year 2017/2018

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2017/2018 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

3.8 Progress Payment No. 2 for Arterial Pavement Management Project Street Rehabilitation, CIP No. 175

Recommendation: That the City Council approve Progress Payment No. 2, in the net amount of \$511,871.04, to Hardy & Harper, Inc., for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175.

3.9 Progress Payment No. 3, for Cabot Road Bioswale Project, CIP No. 410-A

Recommendation: That the City Council approve Progress Payment No. 3, in the net amount of \$98,164.07, to Wright Construction Engineering Corporation for the Cabot Road Bioswale Project, CIP No. 410-A.

3.10 Approval of Professional Services Agreement with Bucknam & Associates for Pavement Management Services

Recommendation: That the City Council approve the Professional Services Agreement with Bucknam & Associates, Inc., for Pavement Management Plan Services and authorize the City Manager to execute the Agreement.

3.11 Grant Application for Environmental Cleanup Program - Phase VI Catch Basin Debris Gate Project, CIP No. 412

Recommendation: That the City Council approve the Grant Application to the Orange County Transportation Authority for the Measure M2 Environmental Cleanup Program for the Phase VI Catch Basin Debris Gate Project and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing an Application for Funds for the Measure M2 Environmental Cleanup, Tier 1 Grant Program, under Orange County Local Transportation Ordinance No. 3 for the Phase VI Catch Basin Debris Gate Project."

3.12 Orange County Task Force on Drowning Prevention Request for Funding Support

Recommendation: That the City Council approve a sponsorship of \$5,000 to the Orange County Task Force on Drowning Prevention and authorize the City Manager to execute a Sponsorship Agreement.

3.13 Approval of Fiscal Year 2017/2018 Law Enforcement Services Agreement

Recommendation: That the City Council approve the Fiscal Year 2017/2018 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

3.14 Adoption of 2017/2018 Civic Center Budget

Recommendation: That the City Council approve and adopt the 2017/2018 Civic Center Budget.

3.15 Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

Recommendation: That the City Council: (1) Approve the Measure M (M2) Compliance Submittal to OCTA, including but not limited to the Seven-Year Capital Improvement Program and the Local Signal Synchronization Plan; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the status and update of the Circulation Element, Local Signal Synchronization Plan, and Mitigation Fee Program for the Measure M (M2) Program."

ITEMS REMOVED FROM THE CONSENT CALENDAR**4. PLANNING AGENCY****4.1 ROLL CALL OF PLANNING AGENCY MEMBERS****4.2 PUBLIC COMMENTS**

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

4.3 APPROVAL OF MINUTES FOR MAY 9, 2017, REGULAR MEETING**4.3.1 Approval of Minutes for May 9, 2017, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the May 9, 2017, Regular Meeting.

4.4 ADMINISTRATIVE REPORTS**4.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2017/2018 Capital Improvement Program**

Recommendation: That the Planning Agency adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2017/2018 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit/Site Development Permit (CUP/SDPM) No. 12-15-3399, a Request by Kevin Akash on Behalf of Elite Hospitality, Inc. to Redevelop the Property at 23061 Avenida De La Carlota in the Mixed-Use Zone and Hospitality Overlay Zone Including Demolition of an Existing 76-Room, Three-Story Motel and Construction and Operation of a New 86-Room, Five-Story Hilton Home2 Suites Hotel

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP/SDPM No. 12-15-3399; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit/Site Development Permit (CUP/SDPM) No. 12-15-3399, a request by Kevin Akash, on behalf of Elite Hospitality, Inc., to redevelop the property at 23061 Avenida de la Carlota in the Mixed-Use Zone and Hospitality Overlay Zone including demolition of an existing 76-room, three-story motel and construction and operation of a new 86-room, five-story Hilton Home2 Suites hotel, and finding that the Project qualifies for the Infill Development Projects Exemption from the California Environmental Quality Act."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zoning Text Amendment No. 12-16-3724, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Permit Indoor Vehicle Impound and Indoor Towing Facilities Within the Mixed-Use Zoning District

Recommendation: That the City Council: (1) Conduct a Public Hearing; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 12-16-3724 amending Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-30 (MXU Mixed-Use District), and 9-44 (Access and Parking) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to permit indoor vehicle impound and indoor towing facilities within the Mixed-Use Zone District."

5.2 Adoption of the Biennial Budget for Fiscal Years 2017/2018 & 2018/2019, Including the Operating Budget, Debt Service, Six-Year Capital Improvement Plan, and Other Appropriations

Recommendation: That the City Council: (1) Conduct a Public Hearing regarding the Biennial Budget for Fiscal Years 2017/2018 & 2018/2019; 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 2017/2018 - 2018/2019."

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Public Services Director/City Engineer

6.2.1 Authorization to Advertise for Bids - Citywide Street Maintenance Project, CIP No. 101-J

Recommendation: That the City Council: (1) Find and determine the Citywide Street Maintenance Project, CIP No. 101-H, is categorically exempt from CEQA pursuant to Section 15301(c) of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption); (2) Approve the Plans and Specifications available at the office of the City Clerk and at the dais; and (3) Authorize the Advertisement for Bids of the Citywide Street Maintenance Project, CIP No. 101-J.

6.3 Deputy City Manager/Community Services

6.3.1 Laguna Hills Council Chamber Audio/Visual System Upgrade

Recommendation: That the City Council approve the Council Chamber Audio/Visual System upgrade project with Vizual Symphony, Inc., and authorize the City Manager to execute an Agreement with Vizual Symphony, Inc., subject to review by the City Attorney.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be June 27, 2017, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center on June 9, 2017, by 5:00 pm.



City Clerk

June 9, 2017**Date**

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Certificate of Recognition, Sherwin Afshar, Laguna Hills High School Student Liaison for Spring 2017

RECOMMENDATION: That Mayor Sedgwick present a Certificate of Recognition to Sherwin Afshar recognizing his service as the Laguna Hills High School Student Liaison.

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Sherwin Afshar has served as the Student Liaison for the Spring 2017 semester. Sherwin has served as the Student Liaison with distinction, and it is in order to recognize his service.

ATTACHMENTS:

- Certificate of Recognition Afshar



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

SHERWIN AFSHAR
Laguna Hills High School Student Liaison
January 24, 2017, through June 13, 2017

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, Sherwin Afshar was appointed to serve as the Student Liaison to the City Council and took the Oath of Office on January 24, 2017; and

WHEREAS, Sherwin Afshar 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, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Sherwin Afshar for his service to the City as Student Liaison to the City Council.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Certificate of Recognition, Delaney Horchover, Laguna Hills High School Student Liaison Alternate

RECOMMENDATION: That Mayor Sedgwick present a Certificate of Recognition to Delaney Horchover recognizing her service as the Laguna Hills High School Student Liaison Alternate for the 2016/2017 School Year.

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Delaney Horchover has served as the Student Liaison Alternate for the 2016/2017 school year. Delaney has served as the Student Liaison Alternate with distinction, and it is in order to recognize her service.

ATTACHMENTS:

- Certificate of Recognition Horchover



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

DELANEY HORCHOVER
Laguna Hills High School
Student Liaison Alternate

September 13, 2016, through June 13, 2017

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, Delaney Horchover was appointed to serve as the Student Liaison Alternate to the City Council and took the Oath of Office on September 13, 2016; and

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

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Delaney Horchover for her service to the City as Student Liaison Alternate to the City Council.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Recognition of Laguna Hills High School Students Sabrina Astle, Saara Tayani, and Megan Casper

RECOMMENDATION: That Mayor Sedgwick present Certificates of Recognition to Sabrina Astle, Saara Tayani, and Megan Casper.

SUMMARY:

Laguna Hills High School student Sabrina Astle had a goal to create a more positive atmosphere on the Laguna Hills High School campus by creating signs with encouraging messages to share with fellow students. When Sabrina discovered that fellow classmate Saara Tayani had a similar goal, she asked Saara if she would like to join her in creating the signs. During “What if Week,” Sabrina suggested the theme of “What if we show more love?” Megan Casper and Sabrina Astle, co-presidents and co-founders of the Kindness Club, decided to hang the positive messages in the girls’ bathroom to spread love and positivity on campus.

ATTACHMENTS:

- Certificates of Recognition



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

SABRINA ASTLE

WHEREAS, Sabrina Astle is a Laguna Hills resident and student at Laguna Hills High School, and is Co-President and Co-Founder of the Kindness Club; and

WHEREAS, Sabrina was recently acknowledged on the Today Show website for her creative method to spread kindness and positive body image on the Laguna Hills High School campus; and

WHEREAS, Sabrina created signs containing positive affirmations, which she posted on campus in an effort to create a more positive atmosphere; and

WHEREAS, the City of Laguna Hills likes to recognize the heroes among us who inspire us with everyday acts of kindness, both big and small.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Sabrina Astle for ongoing contributions as a role model and dedication to making the world a better place.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

SAARA TAYANI

WHEREAS, Saara Tayani is a student at Laguna Hills High School; and

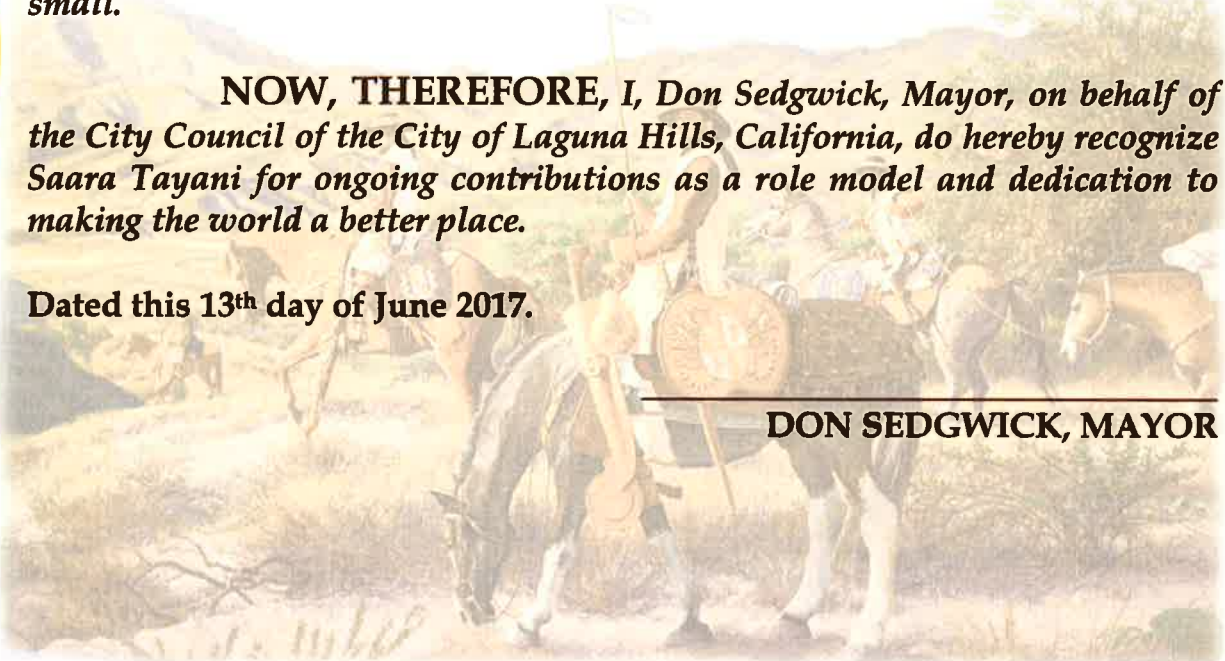
WHEREAS, Saara created signs containing positive affirmations, which were posted on campus in an effort to create a more positive atmosphere; and

WHEREAS, the City of Laguna Hills likes to recognize the heroes among us who inspire us with everyday acts of kindness, both big and small.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Saara Tayani for ongoing contributions as a role model and dedication to making the world a better place.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR





CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

MEGAN CASPER

WHEREAS, Megan Casper is a student at Laguna Hills High School, and is Co-President and Co-Founder of the Kindness Club; and

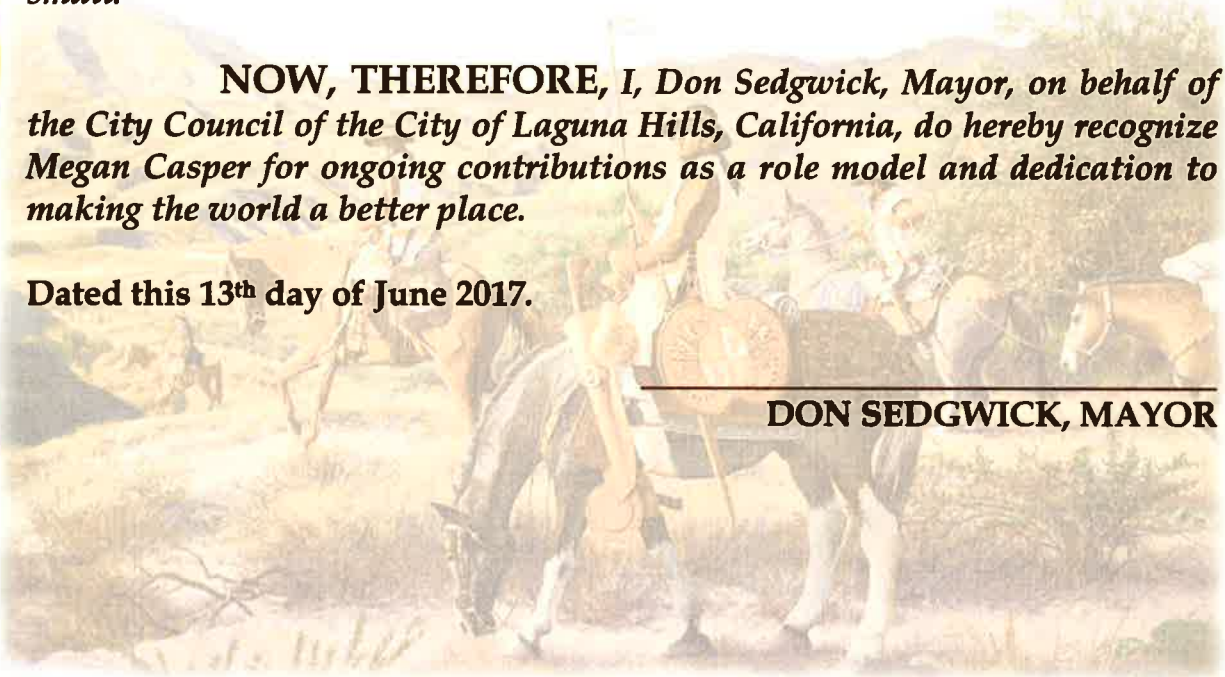
WHEREAS, Megan posted signs on campus containing positive affirmations in an effort to create a more positive atmosphere; and

WHEREAS, the City of Laguna Hills likes to recognize the heroes among us who inspire us with everyday acts of kindness, both big and small.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Megan Casper for ongoing contributions as a role model and dedication to making the world a better place.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Certificates of Recognition, Laguna Hills High School Girls Cross Country Team

RECOMMENDATION: That Mayor Sedgwick present Certificates of Recognition to Laguna Hills High School Girls Cross Country 2016 Lady Hawk Harriers and Coach Christopher Lynch.

SUMMARY:

It is the practice of the City Council to recognize significant accomplishments of Laguna Hills' athletes. The Laguna Hills High School Girls Cross Country 2016 Lady Hawk Harriers have consistently ranked among Orange County's finest, qualified for CIF Finals, and maintained a team 4.42 GPA.

A Certificate of Recognition will be presented to Coach Christopher Lynch for his leadership and to each member of the 2016 Girls Cross Country team.

ATTACHMENTS:

- Certificate of Recognition Lady Hawks
- Certificate of Recognition Coach Lynch



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

KAYLIE BAIR

LAGUNA HILLS HIGH SCHOOL

Girls Cross Country

2016 Lady Hawk Harriers

WHEREAS, participation in organized athletic pursuits helps to build character and teaches a wholesome sense of fair play and good sportsmanship among our City's youth; and

WHEREAS, to truly excel athletically, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm, and hard work; and

WHEREAS, a striking example of this is the consistent performance of the Laguna Hills High School Girls Cross Country program over the past half-decade. During that span they have annually been ranked among Orange County's finest, qualified for CIF Finals, and toed-the-line at the State Championships. Racing at the most prestigious meets across the country, they proudly represented their school and City as ambassadors of their sport in California, New York, Minnesota, Oregon, and Washington. The 2016 Lady Hawk Harriers carried the torch in which they were passed by accomplishing what their fore sisters had on-and-off the course, being active in their school, community, churches, Girl Scouts, and maintaining a team 4.42 GPA.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Kaylie Bair as a Member of the Laguna Hills High School Lady Hawks Cross Country Team and commend the Team on its athletic accomplishments.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

COACH CHRISTOPHER LYNCH

LAGUNA HILLS HIGH SCHOOL

Girls Cross Country Coach

WHEREAS, the Laguna Hills City Council recognizes that the many benefits derived from participation in high school athletics are significantly influenced by the Coaches who must exhibit outstanding dedication, commitment, and hard work in order to successfully mold the talents, energies, and enthusiasm of their athletes; and

WHEREAS, Coaches not only inspire, motivate, and encourage personal well-being through wholesome interaction with others, they teach the importance of hard work and good sportsmanship, develop character, and instill the competitive will to win; and

WHEREAS, under Coach Lynch's direction the Laguna Hills High School Girls Cross Country program has consistently performed well. The Lady Hawk Harriers have annually been ranked among Orange County's finest, qualified for CIF Finals, and toed-the-line at the State Championships. Racing at the most prestigious meets across the country, they proudly represented their school and City as ambassadors of their sport in California, New York, Minnesota, Oregon, and Washington. The 2016 Lady Hawk Harriers carried the torch in which they were passed by accomplishing what their fore sisters had on-and-off the course, being active in their school, community, churches, Girl Scouts, and maintaining a team 4.42 GPA.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Coach Christopher Lynch for his dedication to the Laguna Hills High School Girls Cross Country Team and on the many accomplishments during his tenure.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Presentation of Proclamation for National Alzheimer's and Brain Awareness Month

RECOMMENDATION: That Mayor Sedgwick present a Proclamation to Daniel Gaytan, Alzheimer's Association Orange County Chapter Public Policy Manager, proclaiming June 2017 as National Alzheimer's and Brain Awareness Month and June 21, 2017, as "The Longest Day."

SUMMARY:

The City received a request from the Alzheimer's Association to issue a Proclamation declaring June 2017 as National Alzheimer's and Brain Awareness Month, and June 21, 2017, as "The Longest Day," a sunrise-to-sunset event to honor the strength, heart, and endurance of those facing Alzheimer's disease. Staff is recommending that the City Council issue the Proclamation to be presented to Daniel Gaytan, Alzheimer's Association Orange County Chapter Public Policy Manager.

ATTACHMENTS:

- Proclamation - Alzheimer's and Brain Awareness



CITY OF LAGUNA HILLS

PROCLAMATION

National Alzheimer's and Brain Awareness Month ~ June 2017 June 21, 2017 ~ "The Longest Day"

WHEREAS, today there are more than 5 million Americans living with Alzheimer's, a figure that is expected to grow to as many as 16 million by mid-century if we don't develop a cure or an effective treatment; and

WHEREAS, there are currently more than 630,000 people with Alzheimer's living in the State of California, over 50,896 of whom are in Orange County and additionally another 16,286 caregivers in Orange County who are caring for a loved one with Alzheimer's; and

WHEREAS, researchers are making great progress in developing ways to accurately diagnose and treat Alzheimer's disease, and we need to accelerate the pace of that research if we are going to have a disease-altering treatment in the next 15 years; and

WHEREAS, the Alzheimer's Association is marking June as Alzheimer's and Brain Awareness Month and June 21st as "The Longest Day" (a sunrise-to-sunset event to honor the strength, heart, and endurance of those facing Alzheimer's disease), and asking residents of Orange County to visit www.alz.org to learn more about Alzheimer's and become part of the effort to combat this disease.

NOW, THEREFORE, I, Don Sedgwick, Mayor, on behalf of the City Council of the City of Laguna Hills, California, hereby proclaim June as Alzheimer's and Brain Awareness Month and June 21, 2017, as "The Longest Day" in the City of Laguna Hills.

Dated this 13th day of June 2017.

DON SEDGWICK, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for May 9, 2017, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the May 9, 2017, Regular Meeting.

ATTACHMENTS:

- 170509 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, May 9, 2017**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Don Sedgwick.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

There was no Closed Session Report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Alternate Delaney Horchover.

1.2 Laguna Hills 3/5 Marine Support Committee

Recommendation: Chair Karen Robbins provided a brief update on the 3/5 Dark Horse Support Committee and introduced Lieutenant Colonel Jackson Doan, Sergeant Major Edward Kretschmer, and Marine of the Quarter David Coleiro. Commanding Officers Lieutenant Colonel Jackson Doan and Sergeant Major Edward Kretschmer provided an update on the 3/5 Marines upcoming deployment and thanked the City Council, staff, and residents of the City of Laguna Hills for their support.

1.3 Presentation of Proclamation for "Drowning Prevention Awareness"

Recommendation: The City Council issued a Proclamation declaring May through October as "Drowning Prevention Awareness" months and Mayor Sedgwick presented the Proclamation to Battalion Chief George Casario of the Orange County Fire Authority. A Staff Report will be presented at the next City Council meeting for the approval of a \$5,000 donation to the Orange County Task Force on Drowning Prevention Campaign.

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

2. PUBLIC COMMENTS

MNWD SOCWA DIVESTMENT

Moulton Niguel Water District Assistant General Manager Matt Collings, thanked City Council for approving Resolution No. 2017-04-25-1 on April 25, 2017, in support of Moulton Niguel Water District's request for an open discussion to resolve financing of the Coastal Treatment Plant, and reported there will be on meeting on Friday, May 12, 2017, to reach a resolution on this matter.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar:

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

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

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

3.2 Approval of Minutes for April 25, 2017, Regular Meeting

Recommendation: That the City Council approve the Minutes for the April 25, 2017, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended May 9, 2017

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,615,063.42.

3.4 Excused Absence Request from Council Member Barbara Kogerman for May 9, 2017, City Council Meeting

Recommendation: That the City Council approve an Excused Absence Request from Council Member Barbara Kogerman for the May 9, 2017, City Council meeting.

3.5 Authorization to Purchase Police Motorcycle

Recommendation: That the City Council authorize the purchase of a police motorcycle in accordance with Section 3-080.130 of the Laguna Hills Municipal Code.

3.6 Fiscal Year 2017/2018 School Crossing Guard Agreement

Recommendation: That the City Council: (1) Waive competitive formal bidding requirements and procedures set forth in the Laguna Hills Municipal Code (LHMC) Section 3-08.090 and authorize the Agreement with All City Management, as it is hereby found and determined, pursuant to LHMC 3-08.110, that All City Management's experience, specialized qualifications, performance history, and reputation make it uniquely qualified for this particular task; and (2) Approve the proposed Crossing Guard Services Agreement for Fiscal Year 2017/2018 with All City Management Services and authorize the Mayor to execute the Agreement.

3.7 Approval of Amendment Four to "Cooperation Agreement Between the County of Orange and City of Laguna Hills" for the Purpose of Extending the City's Eligibility to Participate in the County of Orange Community Development Block Grant (CDBG) Program

Recommendation: That the City Council approve Amendment Four to the Cooperation Agreement between the County of Orange and City of Laguna Hills and authorize the City Manager to sign the Amendment.

3.8 Healthy Eating Active Living (HEAL) Cities Campaign

Recommendation: That the City Council approve of the City of Laguna Hills joining the Healthy Eating Active Living Cities Campaign by adopting Resolution No. 2017-05-09-1, A Resolution of the City Council of the City of Laguna Hills, California, that declares Laguna Hills a Healthy Eating Active Living (HEAL) City.

3.9 Authorization to Purchase a Vehicle for the Public Services Department

Recommendation: That the City Council authorize the procurement of a replacement truck for the Public Services Department and approve the future sale of the 2004 truck.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Sedgwick 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 7:23 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments

4.3 APPROVAL OF MINUTES FOR APRIL 25, 2017, REGULAR MEETING**4.3.1 Approval of Minutes for April 25, 2017, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the April 25, 2017, Regular Meeting.

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

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council meeting at 7:25 p.m. All Council Members were present with the exception of Council Member Kogerman.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Public Hearing on 2017 Weed, Rubbish, and Refuse Abatement**

Associate Engineer Shah briefly reviewed the information provided in the Staff Report.

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

Recommendation: That the City Council: (1) Conduct a Public Hearing, Receive and Consider all Objections; and (2) Adopt Resolution No. 2017-05-09-2, 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.

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

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.1.1 City Manager's Proposed 2017-2019 Biennial Budget and Six-Year Capital Improvement Plan

City Manager Channing provided a brief overview of the Proposed 2017-2019 Biennial Budget and Six-Year Capital Improvement Plan and turned the presentation over to Assistant City Manager White and Finance Manager Reyes. Finance Manager Reyes and Assistant City Manager White reviewed the information provided in the Staff Report, provided a PowerPoint presentation, and responded to City Council requests for additional information and comments.

Brian Mitchell, General Manager Nellie Gail Ranch Owners Association, addressed the City Council with a request that the 2017-2019 Biennial Budget and Six-Year CIP set aside additional funds for streetscape improvements, tree maintenance, tree replacements, and trail fence maintenance on the major perimeter streets around the Nellie Gail Ranch community.

Recommendation: That the City Council review and comment on the City Manager's Proposed 2017-2019 Biennial Budget and Six-Year Capital Improvement Plan.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

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

8. CITY COUNCIL MEMBER COMMENTS**Mayor Pro Tempore Carruth**

Mayor Pro Tempore Carruth reported that the South Orange County Community Forum regarding the FAA's changes to the flight paths out of John Wayne Airport will be held on Monday, May 15, 2017. Mayor Pro Tempore Carruth also reported that she attended the SCAG 2017 Regional Conference in Palm Desert May 4-5, 2017, to accept an award presented to the Transportation Corridor Agency for Outstanding Achievement in Sustainability.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Sedgwick declared the meeting adjourned at 8:35 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor

Approved at meeting of June 13, 2017.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Approval of Warrant Register for Period Ended June 13, 2017

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$1,330,442.98.

ATTACHMENTS:

- 061317 Warrant Register



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: June 13, 2017
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
JUNE 13, 2017.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,330,442.98.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

June 13, 2017

DATE

FISCAL IMPACT:

The warrant register total is \$1,330,442.98.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 06/13/17

Date:

3.3.a

Time:

9:47 am

Page:

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8812711	05/01/2017	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Apr	220.8
8812712	05/01/2017	Printed		C-0023	COX COMMUNICATION	T-1 Line, Wi-Fi & Cable, CH	531.1
8812713	05/01/2017	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Mar '17	578.8
8812714	05/01/2017	Printed		S-2250	SPARKLETTS	Operating Supplies, CH, Apr 17	136.7
8812715	05/05/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC & Comm Ctr, Mar	29,368.7
8812716	05/12/2017	Printed		R-1968	REDROCK SECURITY & CABLING, INC	OCSD, Radio Amplifier	5,128.6
8812717	05/12/2017	Printed		C-1075	CITY OF LAGUNA WOODS	Permit Fees for 1/2 Marathon	300.0
8812718	05/18/2017	Printed		A-0363	ACCELA, INC.	Agenda Software, May '17	1,512.0
8812719	05/18/2017	Printed		A-0365	AT&T - CALNET 3	Traffic Signal, PS, May '17	19.7
8812720	05/18/2017	Printed		A-0331	AT&T MOBILITY	Wireless Service, Apr '17	64.0
8812721	05/18/2017	Printed		Z-CS-0021	BLACKEN, JAMES	Refund, Fac Dep, V#2004070.002	500.0
8812722	05/18/2017	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Apr	932.2
8812723	05/18/2017	Printed		C-1186	CAROLLO ENGINEERS, INC.	Prof Svcs, Update GIS System	22,800.0
8812724	05/18/2017	Printed		C-1142	CARSON, ANTHONY D.	MC, 1/2 Marathon 5K Event	250.0
8812725	05/18/2017	Printed		C-1184	CEP AMERICA AUC PC	Pre-employ Physical, Feb-Mar	270.0
8812726	05/18/2017	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Apr '17	14,433.4
8812727	05/18/2017	Printed		C-1191	COMMUNICATIONS CHGS- LAW ENF	Communications Chgs, Apr-Jun	2,588.0
8812728	05/18/2017	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer, Office&Operating Sup	488.0
8812729	05/18/2017	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Mar '17	6,671.9
8812730	05/18/2017	Printed		C-0023	COX COMMUNICATION	T-1 Line, Wi-Fi CS, Traf Cont.	1,069.8
8812731	05/18/2017	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Apr '17	29.0
8812732	05/18/2017	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, May	129.3
8812733	05/18/2017	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Program	4,150.1
8812734	05/18/2017	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Public Svcs, Mar	8,506.3
8812735	05/18/2017	Printed		Z-CS-0022	EUTONIC SCHOOL OF MUSIC	Refund, Fac Dep, V#1027814.002	240.0
8812736	05/18/2017	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Pub Svcs	926.6
8812737	05/18/2017	Printed		I-0920	ICMA	Membership 17/18, DR	200.0
8812738	05/18/2017	Printed		J-1057	JAMEY CLARK, INC.	Park Repairs, Pub Svcs, May 17	400.8
8812739	05/18/2017	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, May '17	539.8
8812740	05/18/2017	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, May	2,900.0
8812741	05/18/2017	Printed		Z-CS-0023	LOMARENA PTA	Refund, Fac Dep, V#2004080.002	500.0
8812742	05/18/2017	Printed		L-1376	LONG BEACH BMW MOTORCYCLES	Motorcycle Maint, PS, Apr '17	477.0
8812743	05/18/2017	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 4/25-5/22	82.9
8812744	05/18/2017	Printed		M-1396	MONOGRAM MAGIC	Uniforms, Police Services	61.4
8812745	05/18/2017	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Apr '17	14,389.8
8812746	05/18/2017	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly and Misc Landscape, May	76,554.4
8812747	05/18/2017	Printed		N-1475	NOLAN, PAUL, EMT-D	Program Expense, 1/2 Marathon	1,064.0
8812748	05/18/2017	Printed		N-1487	NUVIS	Planning Fees, Five Lagunas	860.0
8812749	05/18/2017	Printed		O-1525	OCCMA	Meeting Expense, Jun '17	22.0
8812750	05/18/2017	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	1,711.0
8812751	05/18/2017	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription, CC, 4/28-6/23	79.0
8812752	05/18/2017	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Mar-Apr	78.0
8812753	05/18/2017	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Pub Svcs, Apr	1,560.0
8812754	05/18/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Apr '17	14,516.0
8812755	05/18/2017	Printed		S-1949	SMART & FINAL	Program Supplies, CS, Apr '17	64.0
8812756	05/18/2017	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, May '17	1,241.0
8812757	05/18/2017	Printed		Z-CS-0024	SOTELO, ROCIO	Refund, Fac Dep, V#2004067.002	500.0
8812758	05/18/2017	Printed		Z-CD-0023	SOUTH WEST SOLAR	Refund, Permit Fees, CR# 55764	166.0
8812759	05/18/2017	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Apr '17	11,927.0
8812760	05/18/2017	Printed		S-2250	SPARKLETTS	Operating Supplies, CS, Apr 17	54.0
8812761	05/18/2017	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Apr '17	11,841.0
8812762	05/18/2017	Printed		S-2016	SYSTEMS INTERNATIONAL	Seasonal Banners, Install	9,226.0
8812763	05/18/2017	Printed		T-2698	TPX COMMUNICATIONS	Communications Expense, May	1,256.0
8812764	05/18/2017	Printed		T-2644	TRAILS 4 ALL	Inner Coastal Watershed Cleanu	750.00

Attachment: 061317 Warrant Register (1316 : Approval of Warrant Register for Period Ended June 13, 2017.)

Check Register Report

Warrant Register 06/13/17

Date:

3.3.a

Time:

9:47 am

Page:

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8812765	05/18/2017	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Apr '17	79.5
8812766	05/18/2017	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Apr '17	1,021.0
8812767	05/18/2017	Printed		W-2444	WRIGHT CONSTRUCTION ENG. CORP	Progress Payment #3, CIP# 410	98,164.0
8812768	05/18/2017	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Apr '17	1,010.9
8812769	05/18/2017	Printed		Z-CS-0006	YUMI PIANO METHOD	Refund, Fac Dep,V#2004077.002	500.0
8812770	05/25/2017	Printed		A-0365	AT&T - CALNET 3	Alarm System, Com Ctr, May	75.5
8812771	05/25/2017	Printed		Z-CD-0025	COLE SERVICES	Refund, Permit Fees, CR# 55762	30.0
8812772	05/25/2017	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Public Svcs, Apr	10,019.7
8812773	05/25/2017	Printed		H-0829	HARTZOG & CRABILL, INC.	Traffic Signal Plan, 5 Lagunas	440.0
8812774	05/25/2017	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, Apr	113.5
8812775	05/25/2017	Printed		L-1377	LEFT COAST NOVELTIES	Program Expense, 1/2 Marathan	5,105.7
8812776	05/25/2017	Printed		M-1546	MAILFINANCE, INC.	Lease - Mailing Equip,Mar-May	498.3
8812777	05/25/2017	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Pub Svcs	4,619.9
8812779	05/25/2017	Printed		Z-CS-0025	PENA, CIRA	Refund, Fac Dep, V#2004088.002	500.0
8812780	05/25/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Apr '17	60.9
8812781	05/25/2017	Printed		Z-CD-0024	SERVICE CHAMPIONS	Refund, Permit Fees, CR# 55910	107.0
8812782	05/25/2017	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	Traffic Control, May '17	595.6
8812783	05/25/2017	Printed		W-2300	WHITE, DONALD	Travel Reimb., ERMAC, May '17	75.0
8812784	06/01/2017	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 4/09-5/06	6,044.4
8812785	06/01/2017	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Apr '17	10,853.7
8812786	06/01/2017	Printed		B-0304	BEE MAN, THE	Bee Removal, Pub Svcs, May	150.0
8812787	06/01/2017	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs Apr-May	1,997.3
8812788	06/01/2017	Printed		C-0457	CA CITY MANAGEMENT FOUNDATION	Membership, General Gov't	800.0
8812789	06/01/2017	Printed		C-0333	CALIF PARK & REC SOCIETY, INC.	Membership, Com Svcs, KC	145.0
8812790	06/01/2017	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, May	220.8
8812791	06/01/2017	Printed		C-1179	CANON SOLUTIONS AMERICA	Gen Gov Copier Usage , Feb-May	527.6
8812792	06/01/2017	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Hardware	668.3
8812793	06/01/2017	Printed		C-0301	CHANNING, BRUCE	Travel Reimb, LOCC, May '17	18.0
8812794	06/01/2017	Printed		C-0324	CITY OF MISSION VIEJO	Animal Care Services, Apr-Jun	41,299.7
8812795	06/01/2017	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Office & Operating Supplies	418.4
8812796	06/01/2017	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Apr '17	12,779.9
8812797	06/01/2017	Printed		C-0023	COX COMMUNICATION	T-1 Line & Cable, CH	351.3
8812798	06/01/2017	Printed		D-0461	DATA TICKET, INC.	Process Fee, Park Cit, Apr '17	496.3
8812799	06/01/2017	Printed		Z-CS-0026	DIAZ, ALISON	Refund, Fac Dep, V#2004092.002	500.0
8812800	06/01/2017	Printed		D-0410	DMV	Registration Ren, Gen Gov, BC	179.0
8812801	06/01/2017	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Apr-May	150.0
8812802	06/01/2017	Printed		E-0599	E4C ENTERPRISES, LLC	1/2 Marathon Expense, CS	3,500.0
8812803	06/01/2017	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	423.3
8812804	06/01/2017	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	145.0
8812805	06/01/2017	Printed		C-1190	FINGERPRINT ID (AFIS) LAW ENF.	Fingerprint ID System, May '17	848.7
8812806	06/01/2017	Printed		G-0821	G2 CONSTRUCTION INC.	Culvert Repair, Apr '17	7,350.0
8812807	06/01/2017	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Pub Svcs	926.0
8812808	06/01/2017	Printed		H-0959	HABASH, JOHN	Contract Inst Svcs., Dance	210.0
8812809	06/01/2017	Printed		H-0805	HARRINGTON GEOTECH ENGINEERING	Professional Svcs, CIP # 175	935.0
8812810	06/01/2017	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Signal Mgmt Svs, Mar-Apr	9,025.3
8812811	06/01/2017	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Apr	470.0
8812812	06/01/2017	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Plan Chk, Bldg&Safety, Feb-Apr	70,419.9
8812813	06/01/2017	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Professional Svcs, CIP # 410	8,715.3
8812814	06/01/2017	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Inspections, Five Lagunas	8,610.0
8812815	06/01/2017	Printed		I-0965	INT'L COUNCIL OF SHOPPING	Membership, Gen Gov 17/18	50.0
8812816	06/01/2017	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	1,224.0
8812817	06/01/2017	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, Jun	2,900.00

Attachment: 061317 Warrant Register (1316 : Approval of Warrant Register for Period Ended June 13, 2017.)

Check Register Report

Warrant Register 06/13/17

Date:

3.3.a

Time:

9:47 am

Page:

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8812818	06/01/2017	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 06/23/17	500.0
8812819	06/01/2017	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	438.9
8812820	06/01/2017	Printed		M-1565	MURRAY, LUCIE	Program Expense, 1/2 Marathon	250.0
8812821	06/01/2017	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape, May	1,550.0
8812822	06/01/2017	Printed		C-1008	NPDES	Share Nat'l Pollutant, CIP#410	45,281.0
8812823	06/01/2017	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	621.3
8812824	06/01/2017	Printed		Z-CD-0026	OPULENT DESIGN BUILD	Refund, Pool Bond, CR# 52894	500.0
8812825	06/01/2017	Printed		O-1575	ORANGE COUNTY	Legal Advertising, Apr '17	250.8
					REGISTER-FREEDOM		
8812826	06/01/2017	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Apr '17	2,405.0
8812827	06/01/2017	Printed		P-1829	PEST OPTIONS, INC.	Rodent Control, PS, Apr-May	610.0
8812828	06/01/2017	Printed		R-1881	R.E.S.S.	Flag Replacement, Com Center	427.6
8812829	06/01/2017	Printed		R-1968	REDROCK SECURITY & CABLING, INC	OCSD, Radio Amplifier	5,128.6
					REYES, JANICE MATEO	Petty Cash Replenishment, May	1,076.0
8812830	06/01/2017	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenishment, May	1,076.0
8812831	06/01/2017	Printed		R-1855	RICHARD FISHER ASSOCIATES	Prof. Svcs, CIP# 241 & 410	6,513.1
8812832	06/01/2017	Printed		R-1967	RUSSELL, RICHARD WYATT	Contract Inst Svcs, Tennis	1,538.4
8812833	06/01/2017	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC & Comm Ctr, Apr	29,641.4
8812834	06/01/2017	Printed		Z-CS-0027	SANCHEZ, PATRICIA	Refund, Fac Dec, V#2004089.002	340.0
8812835	06/01/2017	Printed		S-1911	SOUTHERN CAL ASSOC OF GOVTS	Membership 17/18	3,223.0
					SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '17	1,678.9
8812836	06/01/2017	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '17	1,678.9
					SOUTHERN CALIFORNIA EDISON	Enc Permit, SCE #901905361	169.0
8812837	06/01/2017	Printed		Z-CD-0014	SOUTHERN CALIFORNIA EDISON	Enc Permit, SCE #901905361	169.0
					SPARKLETTTS	Operating Supplies, CH, May 17	110.6
8812838	06/01/2017	Printed		S-2250	SPARKLETTTS	Operating Supplies, CH, May 17	110.6
8812839	06/01/2017	Printed		S-2177	SPECTRUM SPECIALTIES & AWARDS	Operating Supplies, Apr	93.0
					SUNSET PROPERTY SERVICES	Street Sweeping, May '17	193.0
8812840	06/01/2017	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, May '17	193.0
8812841	06/01/2017	Printed		T-2682	THE LIFE TRENDS GROUP,	AED, Management Fee	420.0
8812842	06/01/2017	Printed		T-2656	TYLER TECHNOLOGIES, INC.	Software, Apr '17	1,680.2
8812843	06/01/2017	Printed		U-2163	USA DANCE, INC., OC CHAP #4018	Contract Inst Svcs, Dancing	84.0
					VINEYARD BUILDERS, INC.	Refund, C&D Deposit, CR#55560	1,278.9
8812844	06/01/2017	Printed		Z-CD-0027	VINEYARD BUILDERS, INC.	Refund, C&D Deposit, CR#55560	1,278.9
8812845	06/01/2017	Printed		Z-CD-0007	VIVINT SOLAR	Refund, Permit Fees, CR# 55449	74.9
8812846	06/01/2017	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Apr - May '17	85,514.2
8812847	06/01/2017	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Apr	219.6
					WILLDAN ENGINEERING	Professional Svcs, 5 Lagunas	1,440.0
8812848	06/01/2017	Printed		W-2377	WILLDAN ENGINEERING	Professional Svcs, 5 Lagunas	1,440.0
8812849	06/01/2017	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Apr	54,075.1
					HARDY & HARPER INC.	Progress Payment #2, CIP# 175	511,871.0
8812850	06/01/2017	Printed		H-0803	HARDY & HARPER INC.	Progress Payment #2, CIP# 175	511,871.0

Total Checks: 139

Checks Total (excluding void checks): 1,330,442.9

Total Payments: 139

Bank Total (excluding void checks): 1,330,442.9

Total Payments: 139

Grand Total (excluding void checks): 1,330,442.9

Attachment: 061317 Warrant Register (1316 : Approval of Warrant Register for Period Ended June 13, 2017.)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk

ISSUE: Lease Termination Agreement for Carolyn Behrens, an Individual, for 24031 El Toro Road, Suite 304, Laguna Hills, California

RECOMMENDATION: That the City Council approve a Lease Termination Agreement with Carolyn Behrens, an individual, for 24031 El Toro Road, Suite 304, Laguna Hills, California, and authorize the City Manager to execute the Agreement.

SUMMARY:

The City Council approved a Civic Center Lease with Carolyn Behrens for 24031 El Toro Road, Suite 330, at its April 25, 2017, City Council meeting. Carolyn Behrens operates a mortgage brokerage office and has been leasing space in the Civic Center since 2005. Up until that time, Ms. Behrens had been leasing Suite 304; however, due to a need for additional square footage, Ms. Behrens requested a new Lease Agreement for Suite 330 and termination of her existing Lease Agreement for Suite 304. It is in order for the City Council to approve the attached Lease Termination Agreement and authorize the City Manager to execute the Agreement.

FISCAL IMPACT:

This Lease Termination Agreement is applicable for Suite 304. Carolyn Behrens has signed a new Lease Agreement for Suite 330, which represents a larger space than the original lease for Suite 304, generating a net positive increase.

ATTACHMENTS:

- Lease Termination Agreement

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is made as of May 17 2017 (the "**Effective Date**"), by and between **The City of Laguna Hills ("Lessor")**, and **Carolyn Behrens, an individual, ("Lessee")**.

Lessor and Lessee are parties to that certain Multi-Tenant Office Lease with an reference date of August 27, 2014 (the "**Lease**"), pursuant to which Lessor leased to Lessee those certain premises known as 24031 El Toro Road, Suite 304, Laguna Hills, CA 92653, as more particularly described in the Lease. All capitalized terms not defined in this Agreement shall have the meanings given them in the Lease.

Lessor and Lessee have now agreed to mutually terminate the Lease in accordance with the terms of this Agreement. Accordingly, in consideration of the mutual covenants and promises of the parties set forth in this Agreement, Lessor and Lessee agree as follows:

1. Termination. The Lease shall be terminated effective as of **May 31, 2017** (the "**Termination Date**") as if that were the originally scheduled expiration date of the Lease. Lessee shall continue to make all payments of rent and other amounts owing under the Lease up to the Termination Date. Except as otherwise provided in this Agreement, from and after the Termination Date neither Lessor nor Lessee shall have any further rights or obligations pursuant to the Lease, and Lessor and Lessee shall each be fully and unconditionally released and discharged from their respective obligations arising with respect to the Lease, whether accrued prior to or after the Termination Date. Without in any way limiting the foregoing, there shall be no reconciliation of operating costs or taxes after the Termination Date. Lessor and Lessee also release and discharge each other from any claims or causes of action related to or arising out of the Lease, the Premises or the Building. The foregoing shall not, however, prevent either party from enforcing its rights under this Agreement.

2. Surrender of Premises. Lessee agrees to surrender the Premises to Lessor, and vacate the Premises, on the Termination Date; and Lessor agrees to accept Lessee's surrender of the Lease and of the Premises. Lessee shall return the space in broom clean condition, with no further restoration required.

3. Costs and Expenses. Each party shall be responsible for paying its own costs and expenses (including attorneys' fees) with respect to the negotiation and preparation of this Agreement.

4. Entire Agreement. There are no oral or side agreements between Lessor and Lessee affecting this Agreement and this Agreement contains the entire agreement of the parties with respect to the subject matter herein contained. This Agreement may not be modified or amended except by a writing executed by Lessor and Lessee. In the event of any conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may be executed in counterparts, all of which shall constitute one and the same agreement and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. Consents. Lessor represents and warrants that it has obtained all necessary consents to this Agreement, including any consents required by Lessor's lenders.

6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns.

DATED as of the day and year first above written.

LESSOR: The City of Laguna Hills

By: _____
Bruce E. Channing, City Manager

By: _____
Melissa Au-Yeung, City Clerk

LESSEE:

Carolyn Behrens, an individual

By:  _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

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

ISSUE: Establishment of No Parking Zones for Street Sweeping Purposes on Designated Streets in the North Laguna Hills Mixed-Use Zone

RECOMMENDATION: That the City Council: (1) Find and determine that the proposed parking restrictions are not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(C)(2) and 15060(C)(3) of CEQA guidelines, California Code of Regulations Title 14, and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing No Parking Zones for Street Sweeping Purposes on all designated streets in the North Laguna Hills Mixed-Use Zone."

SUMMARY:

The Traffic Commission was contacted by a business owner, located at El Pacifico Drive and Verdugo Drive, regarding apparent repetitive and long-term parking on El Pacifico Drive creating conflicts with street sweeping operations. Based upon field reviews of the current site conditions, a review of parking complaints received by the Sheriff's Department, and the business owner's complaint, staff is recommending establishing a no parking zone during hours and days of street sweeping on all streets in the North Laguna Hills Mixed-Use Zone. This action will also enhance the aesthetics of the Mixed-Use Zone and further support the goals of the National Pollutant Discharge Elimination System (NPDES) program for improvements to storm water quality by ensuring regular street sweeping operations are able to clean trash and debris from the streets, thus preventing it from entering the storm drain system.

Street Sweeping - North Laguna Hills Mixed Use Zone

June 13, 2017

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BACKGROUND:

The North Laguna Hills Mixed-Use Zone is located in the northern part of the City between Lake Forest Drive, Ridge Route Drive, Moulton Parkway, and Avenida de la Carlota. Please see the attached Vicinity Map. In the past, staff and the Traffic Commission have reviewed parking issues at various locations within the Mixed-Use Zone. Parking is currently allowed along the entire block of El Pacifico Drive, La Cadena Drive, Plaza Pointe Drive, Terra Drive, and Verdugo Drive, except at previously designated no parking zones at fire hydrant and corner locations.

At a recent Traffic Commission meeting, a complaint was received from a business owner on El Pacifico Drive at Verdugo Drive regarding repetitive and long-term parking of vehicles on El Pacifico Drive. The business owner's concerns include the appropriateness of the vehicles parked on the street, the long-term parking of vehicles (72-hour parking is allowed by the City Code), and the conflicts created by these vehicles preventing street sweeping operations. A search of the police dispatch report revealed ten (10) of the twenty-one (21) calls received by Police Services between March 1, 2017, and May 1, 2017, were related to parking complaints on El Pacifico Drive.

In order to address the long-term parking concern, enhance aesthetics of the North Laguna Hills Mixed-Use Zone area, and further support the goals of the NPDES program for improvements to storm water quality by ensuring regular street sweeping operations are able to clean trash and debris from the streets, staff recommends the establishment of a no parking zone during street sweeping days and hours being Mondays from 2:00 a.m. to 6:00 a.m. on the following streets:

- Del Lago Drive – Alcalde Drive to La Cadena Drive
- El Pacifico Drive – Entire Block
- La Cadena Drive – Entire Block
- Plaza Pointe Drive – Entire Block
- South Pointe Drive – Plaza Pointe Drive to End of cul-de-sac
- Terra Drive – Entire Block
- Verdugo Drive – Entire Block

The remainder of the streets in the Mixed-Use Zone have other parking controls establishing either no parking anytime or no overnight parking already implemented that preclude parking during street sweeping hours on those streets as follows:

- Alcalde Drive – No Parking Anytime, Entire Block

Street Sweeping - North Laguna Hills Mixed Use Zone

June 13, 2017

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-
- Commerce Center Drive – No Parking Anytime from 9:00 p.m. to 6:00 a.m.
 - Del Lago Drive – No Parking Anytime, La Cadena Drive to Lake Forest Drive
 - Peralta Drive – No Parking Anytime, Entire Block
 - South Pointe Drive – No Parking Anytime, Peralta Drive to Plaza Pointe Drive
 - Vista Grande Drive – No Parking Anytime from 9:00 p.m. to 6:00 a.m.

The Traffic Commission, at the meeting of May 17, 2017, recommended to the City Council the approval of the proposed no parking zone for street sweeping. All property owners in the Mixed-Use Zone were notified of this matter being on the City Council agenda.

CEQA:

The “No Parking for Street Sweeping Purposes” zones are not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

The installation of twenty (20) “No Parking during Street Sweeping, Mondays from 2:00 a.m. to 6:00 a.m.” signs have an anticipated cost of \$3,000. Funds are available for this work in the 2017/2018 Fiscal Year Public Works Maintenance Budget.

ATTACHMENTS:

- Resolution - Street Sweeping - Final
- Vicinity Map

RESOLUTION NO. 2017-06-13-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, ESTABLISHING NO
PARKING ZONES FOR STREET SWEEPING PURPOSES
ON ALL DESIGNATED STREETS IN THE NORTH
LAGUNA HILLS MIXED-USE ZONE

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

WHEREAS, the North Laguna Hills Mixed-Use Zoning District is located in the northern part of the City between Lake Forest Drive, Ridge Route Drive, Moulton Parkway, and Avenida de la Carlota with streets providing commercial access therein; and

WHEREAS, a commercial business owner has requested that parking be eliminated for street sweeping purposes during street sweeping hours and days due to undesired repetitive and long-term parking creating interference and conflicts with necessary and ongoing street sweeping operations; and

WHEREAS, there is a need to establish parking restrictions on all designated streets in the North Laguna Hills Mixed Use Zone for the purposes of street sweeping; and

WHEREAS, it has been determined by the Director of Public Services/City Engineer and City Manager that restricting parking during non-business hours only on all designated streets for the purposes of street sweeping in the Mixed Use Zone will not create any traffic safety concerns; and

WHEREAS, the Traffic Commission, at its regularly scheduled meeting of May 17, 2017, recommended to the City Council the establishment of "No Parking Zones for Street Sweeping Purposes" on all designated streets in the Mixed-Use Zone each Monday from 2:00 a.m. to 6:00 a.m.; and

WHEREAS, many of the streets in the Mixed Use Zone have other established parking restrictions which already prohibit parking coincident with the street sweeping timeframe mentioned above; and

WHEREAS, California Vehicle Code section 22507.6 and the Laguna Hills Municipal Code enable the City Council to establish by Resolution such parking restrictions or prohibitions as may be necessary for the purpose of conducting street sweeping operations; and

WHEREAS, pursuant to Vehicle Code section 22507.6, local authorities may by Resolution prohibit or restrict the parking or standing of vehicles on designated streets or highways, or portions thereof, for the purpose of street sweeping.

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

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

SECTION 2. There is hereby established “No Parking Zones for Street Sweeping Purposes” on all of the following designated streets in the Mixed-Use District from 2:00 a.m. to 6:00 a.m. on Mondays, as specified:

- Del Lago Drive – Alcalde Drive to La Cadena Drive
- El Pacifico Drive – Entire Block
- La Cadena Drive – Entire Block
- Plaza Pointe Drive – Entire Block
- South Pointe Drive – Plaza Pointe Drive to End of Cul-de-Sac
- Terra Drive – Entire Block
- Verdugo Drive – Entire Block

SECTION 3. The Director of Public Services/City Engineer is hereby directed to and shall cause signs and markings to be placed giving notice of such parking restrictions as necessary to implement the parking restrictions established herein.

SECTION 4. The parking restrictions established in this Resolution shall become effective upon posting of the required signage in accordance with Vehicle Code Section 22507.6.

SECTION 5. The City Council finds and determines that the “No Parking for Street Sweeping Purposes” zones hereby established are not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 13TH day of June 2017.

DON SEDGEWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. x
adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting
thereof held on the 13TH day of June 2017, by the following vote:

AYES:

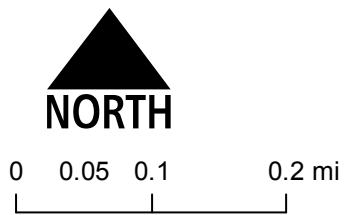
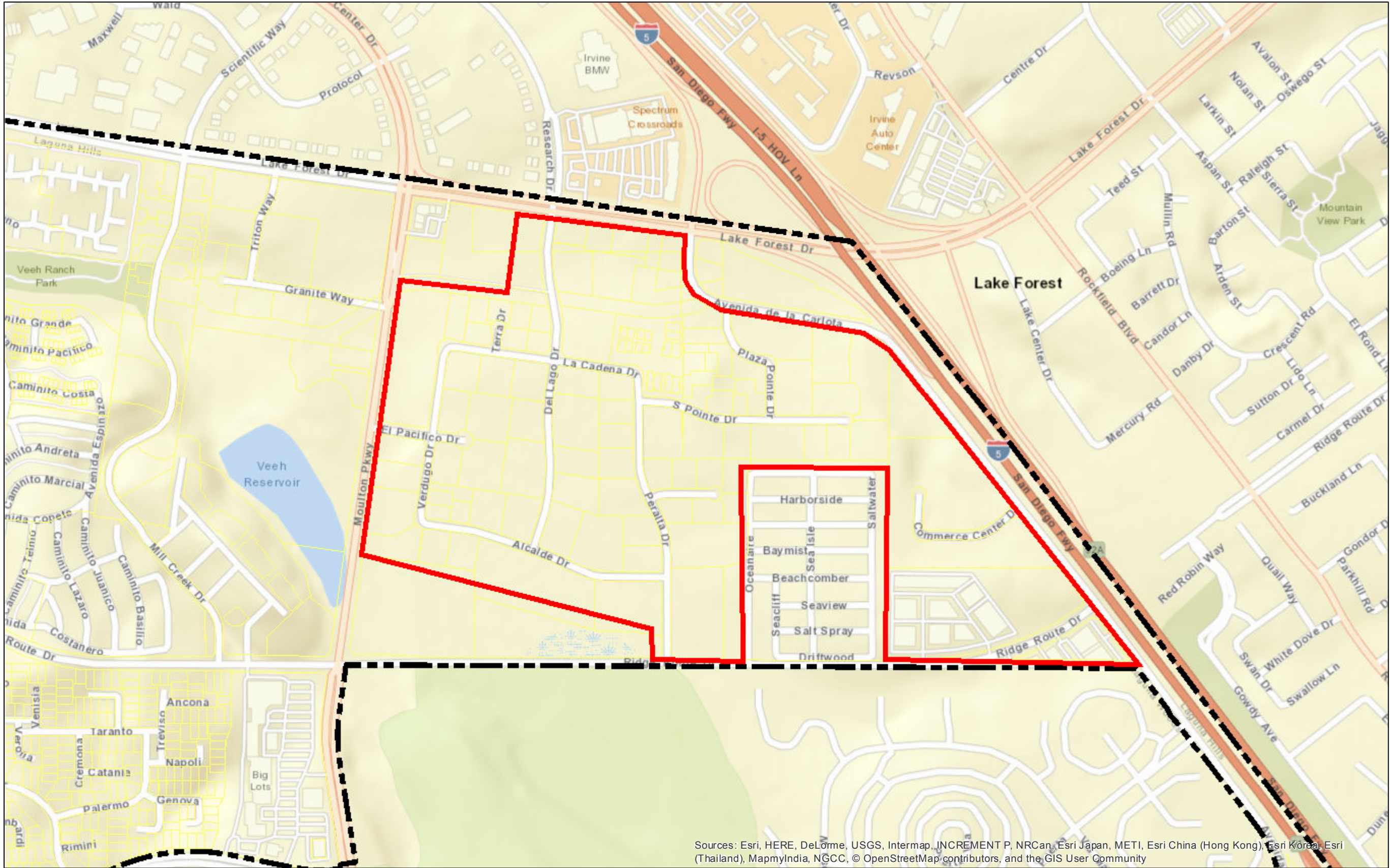
NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



VICINITY MAP: MIXED USE ZONE





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Roland Chacon
Police Chief
ISSUE: Fiscal Year 2017/2018 Trauma Intervention Program Agreement

RECOMMENDATION: That the City Council approve the proposed Victim Support Services Agreement for Fiscal Year 2017/2018 with Trauma Intervention Programs, Inc. and authorize the Mayor to execute the Agreement.

SUMMARY:

The City of Laguna Hills has given financial support to Trauma Intervention Programs, Inc. (TIP) since June 24, 1997. The services provided by TIP are invaluable to victims of traumatic events and their families that live in, or are visitors, to the City. TIP counselors also offer valuable assistance to our Public Safety Officers when needed. This arrangement remains both effective and cost efficient.

The Agreement ensures that the level of services provided by TIP will remain the same as in past years. This includes providing the City with TIP volunteer availability and services 24-hours a day for the year. Some of the services TIP provides are grief counseling, referral services, shelter, food, and transportation arrangements.

The City's Purchasing Ordinance allows the procurement of services in the open market without competitive formal or informal bidding for agreements with a dollar value of up to \$25,000. Additionally, the Purchasing Officer is authorized to waive the purchasing requirements in instances of sole source procurements. As TIP is the only service provider of this type of service, this exemption is applicable.

FY 2017/2018 TIP Agreement

June 13, 2017

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FISCAL IMPACT:

The total cost of the service is \$3,641.28 which equates to \$0.12 per capita based on the 2010 City population estimate of 30,344 from the 2010 United States Census Report. The cost per capita did not increase over last year.

ATTACHMENTS:

- FY 2017/2018 TIP Agreement
- Renewal Letter

CONSULTING SERVICES AGREEMENT

Trauma Intervention Programs, Inc.
(On-Call Trauma Victim Support Services – FY 2017-18)

THIS AGREEMENT FOR TRAUMA INTERVENTION SUPPORT SERVICES (hereinafter “Agreement”) is made and entered into, to be effective this 1st day of July 2017, 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 TRAUMA INTERVENTION PROGRAMS, 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 continue to retain the professional services of a qualified consultant equipped and specially trained in appropriate procedures to provide emotional aid and practical support services to victims of traumatic events and their families in the first few hours following tragedy in the City of Laguna Hills on an as-needed, on-call basis for FY 2017-18 (the “Project”).

B. Consultant has submitted to City a written proposal, dated May 2, 2017 to provide continued trauma victim intervention support services to City for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to continue to provide and perform on an as-needed, on-call basis trauma victim intervention support services to City for the Project as described and as set forth in Consultant’s Proposal/Scope of Work, dated May 2, 2017, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as

Attachment: FY 2017/2018 TIP Agreement (1280 : FY 2017/2018 TIP Agreement)

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

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original May 2, 2017 proposal submitted to the City (“Consultant’s Proposal”), as well as a one-page Scope of Services/Work Summary Sheet, which shall all be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal, as well as the one-page Scope of Services/Work summary sheet, are each attached hereto as Exhibit “A” and are hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant’s Proposal.

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

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

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed in accordance with the rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Three Thousand Six Hundred Forty-One Dollars (\$3,641.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance 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.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as

Exhibit “A” and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2017 and ending on June 30, 2018, 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: **Wayne Fortin, Founder, Trauma Intervention Programs, Inc.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

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

4.4 Independent Contractor.

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

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

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

any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims

or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of

insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

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

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

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

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

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

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

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

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

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

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement.

Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The

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

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

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

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

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

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

the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

To Consultant:

Trauma Intervention Programs, Inc.

Attention: Wayne Fortin, Founder & CEO
 24301 Airport Way
 Laguna Niguel, California 92677
 Telephone: (714) 314-0744

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

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

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

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

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

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

Attachment: FY 2017/2018 TIP Agreement (1280 : FY 2017/2018 TIP Agreement)

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

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Trauma Intervention Programs, Inc.
 a California corporation

By: _____
 WAYNE FORTIN, Founder & CEO

By: _____
 MARYANNE VINCI,
 Admin Secretary/Assistant Treasurer

Attachment: FY 2017/2018 TIP Agreement (1280 : FY 2017/2018 TIP Agreement)

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: May 2, 2017**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE,****SCHEDULE OF COMPENSATION/ FEES,****AND****SCOPE OF SERVICES/WORK SUMMARY SHEET.****Attachment: FY 2017/2018 TIP Agreement (1280 : FY 2017/2018 TIP Agreement)**

SCOPE OF SERVICES/WORK SUMMARY SHEET

Schedule of Fees

Trauma Intervention Programs, Inc., shall invoice City annually for professional services rendered. Invoices under this agreement shall not exceed the total amount of \$3,641.00 (30,344 x 12 cents).

Schedule of Performance

Trauma Intervention Programs, Inc., hereinafter referred to as “TIP”, shall provide a range of emotional and practical support services to Laguna Hills victims of traumatic events and their family members (hereinafter referred to as “clients”) including, but not limited to providing on-scene emotional comfort and support to clients; help arrange for shelter, clothing, food, and transportation for clients; assist police officers with death notifications; serve as liaisons between the victims and the emergency personnel; provide information and referrals to appropriate agencies for ongoing support of clients; and serve as temporary protectors for vulnerable victims.

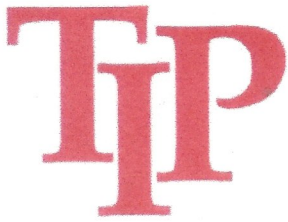
TIP volunteers are to be available 24 hours a day, 365 days a year and assist with:

- Family members and friends following a natural or unexpected death of a loved one
- Victims of crime, including rape, assault, robbery or burglary
- Victims of fire and floods
- Disoriented or lonely older persons
- Persons involved in vehicle accidents
- Person who are distraught and seeking immediate support
- Survivors of suicide
- Employees after workplace tragedies

TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

TIP or TIP’s employees and/or volunteer’s shall provide all vehicles and equipment necessary for the performance of services in this Agreement and shall be responsible for maintenance of said equipment and vehicles.

TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.



Trauma Intervention Programs, Inc.

Orange County Chapter
24301 Airport Way
Laguna Niguel, CA 926
(714) 314-0744
www.tiporangecounty.org

3.6.b

"Citizens helping citizens in crisis"

Advisory Committee

Randal J Bressette
Former Councilmember
City of Laguna Hills
Captain Bryan Glass
Costa Mesa Police Department
Jeff Hetschel, Chaplain
Hoag Irvine
Sandy Hill
Mission Viejo
Sheriff Sandra Hutchens, OCSD
Norman Jeune, Lead Chaplain
CHOC
Kathryn McCullough
Former Councilmember
City of Lake Forest
Neil O'Connor, CEO
O'Connor Mortuary
Emanuel Patrascu
District Director
CA State Assembly
Phil Robinson
City of Laguna Niguel
Chief Bill Lockhart
Orange County Fire Authority
Peggy Huang, Councilmember
City of Yorba Linda
Carol Warren, Councilmember
City of Stanton
Deputy Chief Julia Engen,
Irvine Police Department
Kurt Wallace
Anaheim Police Department
Capt. Jim Fonseca
CHP, San Juan Capistrano
Megan Wagner, Deputy DA
OC District Attorney's Office
Chief Steve Beeuwsaert
CHP (retired)
Vivienne de Costa
Ryan Daffron

Date: May 2, 2017

To: Lt. Ronald Chacon

From: Wayne Fortin, Founder
Trauma Intervention Programs of Orange County

Re: 2017-2018 Services Contract between the City of Laguna Hills and
Trauma Intervention Programs Inc.

Dear Lt. Chacon:

I am writing to request that the City of Laguna Hills renew its contract with Trauma Interventions Programs Inc. (TIP). The scope of services TIP will provide to the city include:

- 24/7/365 day a year response to all requests for service within the City from OCSD and OCFA.
- Provision of immediate crisis intervention services to all residents identified by OCSD and OCFA as needed those services.
- Provision of referral services to all Laguna Hills residents who received crisis intervention services.
- Response to major critical incidents within the City at the request of OCSD and OCFA.

The cost of the service will be \$3641.00 for fiscal year 2017-2018. If you have further questions about the contract or the scope of services provided, please contact me at 714-314-0744. Thanks.

Sincerely,

Wayne Fortin, Founder
Trauma Intervention Programs, Inc.
www.tipnational.org
714-314-0744 760-809-8471 (cell)
Tipinceo@aol.com

Awards

Recipient – Paul H. Chapman Award from the Foundation for Improvement of Justice (2009)
2000 National Crime Victim Service Award
Innovations in State and Local Government Award (1991)

Attachment: Renewal Letter (1280 : FY 2017/2018 TIP Agreement)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Adoption of the Annual Appropriations Limit for Fiscal Year 2017/2018

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2017/2018 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

SUMMARY:

In accordance with Article XIII B of the California Constitution, which placed limits on the amount of revenue that can be spent by public entities from proceeds of taxes, the City is required to establish a new appropriations limit each year. By applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for Fiscal Year 2017/2018 is calculated to be \$37,791,907. Staff has determined that the City will be under the limit by \$24,941,975 for the Budget Year 2017/2018. A Resolution establishing the limit for Fiscal Year 2017/2018 is attached to this report.

BACKGROUND:

As required by law, the voters approved an appropriations limit of \$9,102,336 for Fiscal Year 1993/1994. This limit serves as the "base year" and is adjusted annually based on population and inflation factors. In Fiscal Year 1996/1997, the limit was adjusted by \$2,032,217 in order to account for the anticipated increase in revenues due to the annexation of North Laguna Hills. This amount was based on the information available from the County. Subsequently, actual revenues exceeded the initial forecast, thus an

Appropriations Limit FY 2017/18

June 13, 2017

Page 2

additional revenue amendment of \$1,858,438 was factored into the Fiscal Year 1999/2000 limit calculation. In Fiscal Year 2001/2002, the limit was amended in order to use the City's actual population change to reflect the increase in the City's population as a result of the Westside annexation.

Applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for Fiscal Year 2017/2018 is calculated to be \$37,791,907. This calculation must be made available to the public for 15 days prior to adoption. This requirement has been satisfied.

Pursuant to state law, the City may not appropriate any proceeds of taxes it receives in excess of \$37,791,907 for Fiscal Year 2017/2018. The anticipated proceeds of taxes, less qualified exclusions for this Fiscal Year, resulted in an amount of \$12,849,932 subject to the limit, which is well below the legal limit by \$24,941,975. The following calculation shows the amount under the limit for Fiscal Year 2017/2018:

Fiscal Year 2017/2018 Appropriations Limit	\$37,791,907
Less: Total Subject to Appropriations Limit	\$12,849,932
Amount Under the Appropriations Limit	\$24,941,975

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

ATTACHMENTS:

- 17-18GannReso-AppropriationsLimit
- Resolution Appendix A - Appropriations Limit FY 1718
- Appropriations Limit FY 1718 CalculationWorksheets

RESOLUTION NO. 2017-06-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2017/2018 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE

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

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

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the Fiscal Year 2017/2018; and

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

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

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

SECTION 1. That in accordance with Article XIII B of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2017, is established at \$37,791,907.

SECTION 2. That the inflation factor being utilized to calculate the Fiscal Year 2017/2018 Appropriations Limit is based on the percentage change in California's per capita income.

SECTION 3. That the population factor being utilized to calculate Fiscal Year 2017/2018 Appropriations Limit is the population growth for the County of Orange.

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

PASSED, APPROVED, AND ADOPTED this 13th day of June, 2017.

DONALD SEDGEWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of
Resolution No. 2017-06-13-X adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 13th day of June 2017, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: 17-18GannReso-AppropriationsLimit (1319 : Appropriations Limit FY 2017/18)

Exhibit A

CITY OF LAGUNA HILLS

Appropriations Limit Summary

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

Section 7910 of the California Government Code, added in 1980 by the State Legislature, provides that “each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year...”

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

Comparing the FY 2017/18 Appropriations Limit of \$37,791,907 and the Appropriations Subject to the Limit of \$12,849,932 indicates that the City will be well below its Appropriations Limit. The City’s budgeted revenues for FY 2017/18 subject to limitation will be below its legal limit by \$24,941,975.

2016/17 Appropriations Limit

2016/17 factor - change in per capita personal income	5.37%
2016/17 factor - change in County population	0.99%
\$34,015,765 x 1.0537 x 1.0099	\$ 36,197,251

2017/18 Appropriations Limit

2017/18 factor - change in per capita personal income	3.69%
2017/18 factor - change in County population	0.69%
\$36,197,251 x 1.0369 x 1.0069	\$ 37,791,907

CITY OF LAGUNA HILLS ANNUAL APPROPRIATIONS LIMIT

Fiscal Year Appropriation Limit	Inflation Adjustment ^{(a) (e)} Factor	Population Adjustment ^(a) Factor	Total Growth Factor	Appropriations Limit	Adjustment for Annexation	Adjusted Appropriations Limit
1993-94	1.0272	1.0215	1.04928	\$9,102,336 ^b		
1994-95	1.0071	1.0164	1.02362	\$9,317,301		
1995-96	1.0472	1.0172	1.06521	\$9,924,899		
1996-97	1.0467	1.0105	1.05772	\$10,497,813	\$2,032,217 ^c	\$12,530,030
1997-98	1.0467	1.0107	1.05791	\$13,255,633		\$13,255,633
1998-99	1.0415	1.0169	1.05915	\$14,039,638		\$14,039,638
1999-00	1.0453	1.0177	1.06380	\$14,935,393	\$1,858,438 ^d	\$16,793,831
2000-01	1.0491	1.0156	1.06547	\$17,893,255		\$17,893,255
2001-02	1.0782	1.0817	1.16629	\$20,868,705		\$20,868,705
2002-03	0.9873	1.0113	0.99846	\$20,836,494		\$20,836,494
2003-04	1.0231	1.0165	1.03998	\$21,669,561		\$21,669,561
2004-05	1.0328	1.0142	1.04747	\$22,698,123		\$22,698,123
2005-06	1.0526	1.0113	1.06449	\$24,162,025		\$24,162,025
2006-07	1.0396	1.0083	1.04823	\$25,327,327		\$25,327,327
2007-08	1.0442	1.0084	1.05297	\$26,668,948		\$26,668,948
2008-09	1.0429	1.0102	1.05354	\$28,096,739		\$28,096,739
2009-10	1.0062	1.0102	1.01646	\$28,559,303		\$28,559,303
2010-11	0.9746	1.0101	0.98444	\$28,115,019		\$28,115,019
2011-12	1.0251	1.0070	1.03228	\$29,022,451		\$29,022,451
2012-13	1.0377	1.0089	1.04694	\$30,384,635		\$30,384,635
2013-14	1.0512	1.0078	1.05940	\$32,189,463		\$32,189,463
2014-15	0.9977	1.0093	1.00698	\$32,414,101		\$32,414,101
2015-16	1.0382	1.0108	1.04941	\$34,015,765		\$34,015,765
2016-17	1.0537	1.0099	1.06410	\$36,197,251		\$36,197,251
2017-18	1.0369	1.0069	1.0441	\$37,791,907		\$37,791,907

^(a) Source: California Department of Finance

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

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

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

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

Attachment: Appropriations Limit FY 1718 CalculationWorksheets (1319 : Appropriations Limit FY 2017/18)

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2017/18

APPROPRIATIONS LIMIT

Fiscal Year 2016/17 Appropriations Limit \$ 36,197,251

Adjustment Factors

A. Inflation adjustment factor 1.0369

B. Population adjustment factor 1.0069

Total Adjustment Factor (A x B) 1.0441

Annual Adjustment 1,594,656

Fiscal Year 2017/18 Appropriations Limit \$ 37,791,907

APPROPRIATIONS SUBJECT TO LIMITATION

**Fiscal Year 2017/18
Budget**

Proceeds of Taxes	
Property Tax	\$ 10,595,386
Sales Tax	5,849,000
Transient Occupancy Tax	1,447,300
Interest Earned from Net Invested Taxes	5,069
Total Proceeds of Taxes	\$ 17,896,755

Less: Exclusions	
Federal Mandates	\$ 3,261,435
Qualified Capital Outlays	0
Qualified Debt Service	1,785,388
Total Exclusions	\$ 5,046,823

Total Appropriations Subject to Limitation \$ 12,849,932

(Over)/Under Appropriations Limit 24,941,975



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

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

ISSUE: Progress Payment No. 2 for Arterial Pavement Management Project
Street Rehabilitation, CIP No. 175

RECOMMENDATION: That the City Council approve Progress Payment No. 2, in the net amount of \$511,871.04, to Hardy & Harper, Inc., for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175.

SUMMARY:

Work on the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175, began on March 6, 2017, and is being performed by Hardy & Harper, Inc. Work performed in April included clearing and grubbing, traffic control, remove and replace asphalt concrete, asphalt concrete overlay, adjust manholes and water valves to grade, and striping. The contractor has submitted the second progress payment request for approval.

BACKGROUND:

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

Progress Payment No. 2 for Arterial Pavement Management Project Street Rehabilitation, CIP No. 175

June 13, 2017

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ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
2A	Traffic control	.60	LS	\$39,000.00	\$23,400.00
3A	Water quality control	.60	LS	\$3000.00	\$1,800.00
4A	Clearing and grubbing	.60	LS	\$24,000.00	\$14,400.00
Alicia Parkway – Aliso Hills to Westerly City Limits					
8B	Adjust water valve	6	EA	\$800.00	\$4,800.00
9B	Adjust manhole to grade	5	EA	\$800.00	\$4,000.00
10B	Striping	1	LS	\$15,661.68	\$15,661.68
Paseo de Valencia – La Paz Road to Cabot Road					
2C	.15 AC Cold plane	189,940	SF	\$0.14	\$26,591.60
3C	.20 AC overlay	2,631.82	TN	\$62.00	\$163,172.84
8C	Adjust water valve	16	EA	\$800.00	\$12,800.00
9B	Adjust manhole to grade	16	EA	\$800.00	\$12,800.00
10C	Striping	1	LS	\$13,598.08	\$13,598.08
Los Alisos Boulevard – Paseo de Valencia to Easterly City Limits					
3D	0.20 AC overlay	2,797.32	TN	\$62.00	\$173,433.84
8D	Adjust water valve	7	EA	\$800.00	\$5,600.00
9D	Adjust manhole to grade	10	EA	\$800.00	\$8,000.00
10D	Striping	1	LS	\$13,854.00	\$13,854.00
Cabot Road – Rapid Falls Road to City Limits and Oso Parkway to City Limits					
8E	Adjust water valve	22	EA	\$800.00	\$17,600.00
9E	Adjust manhole to grade	13	EA	\$800.00	\$10,400.00
10E	Striping	1	LS	\$16,899.58	\$16,899.58

TOTAL TO DATE	\$1,330,633.06	
LESS PRIOR BILLING	\$791,821.44	
TOTAL THIS PERIOD	\$538,811.62	\$538,811.62
LESS 5% RETENTION		\$(26,940.58)
DUE		\$511,871.04

Progress Payment No. 2 for Arterial Pavement Management Project Street Rehabilitation, CIP No. 175

June 13, 2017

Page 3

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Director of Public Services/City Engineer
ISSUE: Progress Payment No. 3, for Cabot Road Bioswale Project, CIP No. 410-A

RECOMMENDATION: That the City Council approve Progress Payment No. 3, in the net amount of \$98,164.07, to Wright Construction Engineering Corporation for the Cabot Road Bioswale Project, CIP No. 410-A.

SUMMARY:

Work on the Cabot Road Bioswale Project, CIP No. 410-A, began on December 5, 2016, and is being performed by Wright Construction Engineering Corporation. Work performed in April included clearing and grubbing, import of topsoil, construction of concrete baffle walls, installation of rip rap, chain link fencing, plant material, and irrigation systems. 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 five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Wright Construction Engineering Corporation, has submitted the third progress payment for the subject project as follows:

Progress Payment No. 3 for Cabot Road Bioswale Project, CIP No. 410-A

June 13, 2017

Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and grubbing	.25	LS	\$20,000.00	\$5,000.00
3	Import topsoil for basins	150	CY	\$70.00	\$10,500.00
7	Concrete baffle walls	1	LS	\$18,038.00	\$18,038.00
8	Rip rap	60	CY	\$197.00	\$11,820.00
9	6' High chain link fence	102.3	LF	\$32.00	\$3,273.60
10	5' Wide chain link gate	0.33	LF	\$500.00	\$165.00
11	Automatic irrigation systems	1	LS	\$27,500.00	\$27,500.00
13	2" Layer of mulch	54	CY	\$100.00	\$5,400.00
14	1 Gallon shrubs	761	EA	\$16.50	\$12,556.50
15	5 Gallon shrubs	31	EA	\$27.50	\$852.50
16	24" Box trees	12	EA	\$550.00	\$6,600.00
18	Metrolink Permit/Right of Entry	0.05	LS	\$15,000.00	\$750.00
19	Preparation of SWPP & Storm Water Permit	0.25	LS	\$3,500.00	\$875.00

TOTAL TO DATE	\$240,449.89	
LESS PRIOR BILLING	\$137,119.29	
TOTAL THIS PERIOD	\$103,330.60	\$103,330.60
LESS 5% RETENTION		\$(5,166.53)
DUE		\$98,164.07

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Cabot Road Bioswale Project, CIP No. 410-A.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

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

ISSUE: Approval of Professional Services Agreement with Bucknam & Associates
for Pavement Management Services

RECOMMENDATION: That the City Council approve the Professional Services Agreement with Bucknam & Associates, Inc., for Pavement Management Plan Services and authorize the City Manager to execute the Agreement.

SUMMARY:

As a part of Measure M2 compliance, the City is obligated to maintain a Pavement Management Plan (PMP) and to update it every two years. Bucknam & Associates, Inc. (Bucknam) has previously provided the necessary professional services to maintain and update the City's PMP. The Professional Services Agreement (PSA) with Bucknam will expire as of June 30, 2017. Within the original budget limit of the current PSA there will be a positive balance of authorized funds, with only 75% of the budget having been expended. The work of Bucknam has been very efficient and has allowed the City to maintain its eligibility for Measure M2 funds. The obligation to maintain and update our PMP is continuous and it is recommended that a new PSA be entered into with Bucknam for a three-year term, covering two additional cycles of Measure M2 required PMP updates.

BACKGROUND:

The City is required, as a part of our Measure M2 compliance, to maintain and update a PMP. Several years ago the City procured the professional services of Bucknam as the most qualified firm to provide the PMP related work. Bucknam has efficiently and

Professional Services Agreement with Bucknam & Associates for Pavement Management Plan Updates

June 13, 2017

Page 2

satisfactorily performed the necessary services to the City, and to the satisfaction of the Orange County Transportation Authority, to allow the City to maintain its eligibility for Measure M2 funds.

The PSA with Bucknam will expire as of June 30, 2017. Within the original budget limit of the current PSA, there will be a positive balance of authorized funds with only 75% of the budget having been expended. Bucknam has agreed to enter into a new PSA for a three-year term to allow the City to continue our compliance efforts by providing PMP updates for two more Measure M2 reporting cycles over the next three years.

As Bucknam was previously determined to be the best qualified firm to provide PMP maintenance and updates, and they have performed their services to the City's satisfaction, it is recommended the City Council approve the new PSA, attached, with Bucknam for a three-year term to continue these services.

FISCAL IMPACT:

The PSA for PMP Services has an estimated total cost of \$50,000 over its three-year term. Funds are available for these professional services in the annual budget allocation for City Engineering Services within the Public Services Operation Budget.

ATTACHMENTS:

- PSA Bucknam

PROFESSIONAL SERVICES AGREEMENT

Bucknam & Associates, Inc.

(Civil Engineering – Pavement Management Program Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 1st day of July 2017, 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 BUCKNAM & 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 qualified, licensed civil engineering firm to provide the City with continued pavement management consulting services in order to assist the City in the continued development of its ongoing Pavement Management Program (PMP), as well to provide the City with other as-needed professional pavement management, civil engineering, compliance, and PMP support services that may be required on an on-call basis (the “Project”).

B. Consultant has submitted to City a proposal, dated April 25, 2017, to provide continued professional pavement management consulting services in order to assist the City in the continued development of its ongoing Pavement Management Program, as well as to provide a full range of other as-needed civil engineering services that may be required on an on-call basis, for the Project pursuant to the terms of this Agreement.

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to continue to provide and perform professional pavement management consulting services to City in order to assist the City in the

continued development of its ongoing Pavement Management Program (PMP), as well to provide the City with other as-needed professional pavement management, civil engineering, compliance, and PMP support services that may be required on an on-call basis for the Project as set forth in the Proposal/Scope of Work, dated April 25, 2017, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the 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 April 25, 2017 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

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

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of

whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

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

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

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

materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis and in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Fifty Thousand Dollars (\$50,000.00) (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 Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section. 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 (10th) 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 term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2017 and ending on June 30, 2020.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges 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 to make all decisions in connection therewith: . **Peter J. Bucknam, Project Manager/ Vice President.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. 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. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

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

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

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of

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

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

5. INSURANCE

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

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

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

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

damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

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

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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 Work or 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 the Work or 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.

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 Work or 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 Work or Services under the terms of this Agreement.

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

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

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

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

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

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

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

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent

as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole or active negligence or willful misconduct of the City.

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, subconsultants, 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. 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 of its subconsultants and 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, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for

employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by 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 alleged 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. 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: Bucknam & Associates, Inc.
 Attention: Peter J. Bucknam, Vice President
 25004 La Plata Drive
 Laguna Niguel, California 92677
 Telephone: (949) 363-6461
 Fax: (949) 363-6505

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. 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/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
Bucknam & Associates, Inc.,
a California corporation

By: _____
PETER J. BUCKNAM,
Vice President

By: _____
C.STEPHEN BUCKNAM,
Secretary

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

DATED: April 25, 2017

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

RECEIVED

April 25, 2017

MAY 22 2017

Mr. Kenneth Rosenfield
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA HILLS

Subject: Proposal for Pavement Management Plan Update – 2017 to 2020

Dear Ken:

It is our pleasure to provide our proposal to the City of Laguna Hills for the continuing, proactive management of your Pavement Management Program (PMP). With the City seeking to continue the strong development and implementation of pavement management methodologies through advanced inspections, Capital Improvement reporting (CIP), OCTA compliance reporting and GIS development, *Bucknam & Associates, Inc.* has identified a proactive and cost efficient method to assist the City in continued development of your pavement management program. Our team will focus our high-end pavement and right-of-way management knowledge, extensive Laguna Hills - Orange County experience and GIS/GPS technologies to optimize the City's capital and maintenance dollars by implementing manageable and reliable infrastructure methodologies. We are prepared to execute a three-year Agreement as described in the attached Scope of Work, schedule and compensation.

Our proactive PMP services will provide quality services such as:

- ❖ Relevant and accurate PMP services based on our ongoing work with the Orange County Transportation Authority (OCTA), Measure M2 compliance **(Bucknam has assisted eighteen (18) OC agencies comply with Renewed Measure M in the past year)**
 - As a sample, Mr. Peter Bucknam currently serves as the PMP Project Manager for Laguna Hills neighboring agencies such as Irvine, Santa, Ana, San Clemente, Laguna Beach and Fountain Valley;
- ❖ OCTA Renewed Measure M compliant surveying, reporting and pavement analysis; in March of 2016, Bucknam staff was certified by OCTA as having **"qualified inspectors and firm through 2018"** to prepare Pavement Management Plans compliant with the 2016 OCTA Countywide Pavement Management Guidelines;

Bucknam & Associates, Inc.
25004 La Plata Drive, Laguna Niguel 92677
T. 949.363.6461 F. 949.363.6505
www.bucknam.net



- ❖ Local-Orange County knowledge and experience gained through our management of 70 local agency PMP's within Southern California; **Mr. Peter Bucknam is currently serving as Project Manager for numerous Orange County PMP projects (i.e. San Clemente, San Juan Capistrano, Fullerton, La Habra, Costa Mesa, Seal Beach, Brea, Fountain Valley, Huntington Beach, Irvine, Tustin, RSM, Laguna Beach, Laguna Hills, Newport Beach, Santa Ana, and Westminster, Aliso Viejo)** and he has personally managed over 200 PMP projects over the past nineteen years;
- ❖ Identifying a pavement CIP budget that, at a minimum, maintains the City's current high weighted pavement condition index
- ❖ Project/engineering experience that brings the understanding that PMP software results are not set in stone; we proactively use the available data to enhance budget forecasting, project planning and maintenance zone development
- ❖ Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of GIS tablet-based / digital roadway imaging surveys / ArcGIS Online dynamic PMP-GIS link
- ❖ Alternative Pavement CIP funding scenario generation and presentation (Bucknam will recommend numerous alternative PMP CIP budget recommendations to the City to identify the greatest ROI for the City).
- ❖ Professional Engineering experience through our Principal/Project Engineer, Mr. Steve Bucknam, P.E. who brings 40+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP / **Renewed Measure M submittal**) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules. Our deliverables will be used to strategize and improve upon the City's Pavement CIP for Arterial and Locals.

By selecting Bucknam, the City of Laguna Hills will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

Respectfully submitted,
Bucknam & Associates



Peter J. Bucknam
 Project Manager

Project Understanding / Scope of Work



Project Understanding / Approach

We have defined a detailed scope of work based upon the City's need for a complete PMP meeting the requirements of OCTA Measure M covering the following;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Laguna Hills it will be essential to establish, up front, the Engineering and Street Maintenance pavement management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach, Orange County Transportation Authority (OCTA) compliance finalization of the scope of work and the review of schedule and budget.

This effort will build consensus between the Street Maintenance and Engineering departments as well as build stronger ARTERIAL and RESIDENTIAL maintenance programs

The first key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, OCTA compliance, and survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

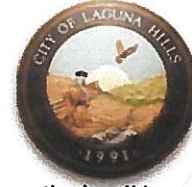
Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings)
- Field review meetings
- Monthly progress status reports will be delivered to City project manager

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work.

Project Understanding / Scope of Work



In this manner, 10 percent of the original surveys (8.1 centerline miles) will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

Our QC process involves checking the field crews' work in a "blind study" fashion (different personnel performing inspections on the same section(s)). Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. **Since we are collecting distress information on our field Tablets with the Laguna Hills MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Laguna Hills street distress data.** This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

As shown within the OCTA "Countywide Pavement Management Program, Guidelines Manual (January 2016)", our staff will follow and deliver on the requirements stated on Section 2.4, page 8 which require specific QA/QC data. All general draft and final reporting will follow the Chapter 3 guidelines. Our QA/QC plan will be approved by the City prior to the start of any inspections. **Over the past year, Bucknam has already submitted eighteen (18) OCTA Measure M2 compliant reports for OC municipalities, they include:**

Orange County PMP Clients			
Brea	Huntington Beach	Newport Beach	Santa Ana
Costa Mesa	Irvine	RSM	Fullerton
Laguna Hills	Laguna Beach	Tustin	Seal Beach
Fountain Valley	San Juan Capo	Westminster	Aliso Viejo
San Clemente	La Habra		

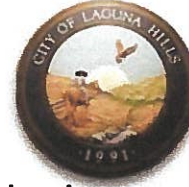
Our surveys follow the accepted OCTA walking requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents.

Our staff has already attended the OCTA MicroPAVER Distress Training Class held in November, 2011, 2012, 2013, 2014, 2015. **In March, 2016 our staff was acknowledged as having "qualified inspectors and firm" to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines (this compliance runs through June 2018 – see OCTA notification at the end of this section).**

Registered Engineer / Lead Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement based upon field data and analysis.

Project Understanding / Scope of Work



Deliverable: Monthly Project Status reports, field review and project status meetings, OCTA QA/QC Plan

TASK 1.3: Update Maintenance and Rehabilitation Activities

Based on the pavement maintenance that has been performed by in-house staff as well as contractual maintenance, our staff will review all street and alley activities that have been performed since the last update (i.e. 2016 PMP). This data will be entered into MicroPAVER to enhance the recommendations for the upcoming budgetary analysis and CIP reporting.

Through our PMP updates in 2017, 2018, 2019, and 2020 work history data will be entered into MicroPAVER annually.

Deliverable: Citywide Work History Report

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Street Maintenance departments. Project success is created by delivering on three main factors;

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings (this schedule will occur during each major survey year). Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (3 to 4 field technicians will drive the proactive schedule).

Project Understanding / Scope of Work



Task Name	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb
BASE SCOPE OF WORK							
1) Project Implementation							
Task 1.1 - Project Kickoff	X						
Assess PMP data / Establish Survey							
Task 1.2 - Project Status Meetings - Quality Control							
Project Status Meetings			X	X		X	
Task 1.3 - Maintenance and Rehabilitation Activities							
2) Client Satisfaction							
Task 2.1 - Project Deliverables			X	X	X		
3) Project Schedule	X						
4) Scope of Work							
Task 4.1 - Pavement Condition Survey							
PCI Reporting	30%	60%	90%				
Project Status Meeting			X	X			
Quality Control Checks							
Develop Recommended Improvement Program							
Task 4.2 - Maintenance & CIP / Budgetary Analysis							
Task 4.3 - OCTA Compliance Reports / CIP Report							
City Review of Final Report							
Project Status Meeting					X		
Delivery of Final CIP / OCTA Report							
Task 4.4 - Mapping and GIS Update							
Task 4.5 - Pavement Field & Software Training							

With a completed survey, our team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost conscious maintenance recommendations that will assist you in preparing budget estimates required to complete the scheduled work for fiscal year 2017-18 and beyond. See project schedule below:

- Project Kickoff – August 1, 2017
- Survey Completion – October 30, 2017
- Delivery of draft PMP – November 7, 2017
- City comments returned to Consultant – November 21, 2017
- Submittal to OCTA of MicroPAVER Certification conforming to Renewed Measure M2 Eligibility Guidelines – January, 2018
- Implementation of MicroPAVER version 7.0.7 – January, 2018
- Delivery of City CIP Final Report – November, 2018
 - Laguna Hills CIP data/Final Report, reporting and revenue projections will be submitted by November, 2018
 - All necessary OCTA data, reporting and revenue projections will be submitted prior to June 30, 2018
- OCTA requires, under the renewed Measure M2, that all arterials (MPAH routes) be surveyed every two (2) years while residential routes are to be surveyed every six (6) years

Project Understanding / Scope of Work



- Under this contract, Bucknam will survey all 21 miles of Master Plan of Arterial Highway routes (arterial / collector) in 2017-18 and 2019-20; and
- Under this contract, Bucknam will survey all 60 miles of local routes in 2017 (last local survey was completed in 2011).

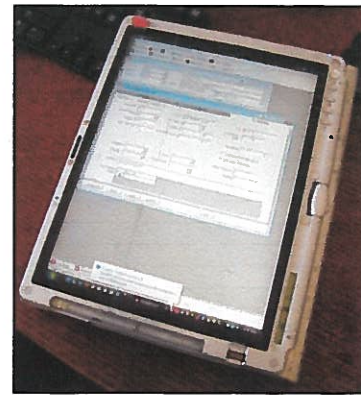
4) Scope of Work (Major Tasks)

TASK 4.1: Conduct Pavement Condition Survey

Once the pavement segmentation has been assessed and verified, the inspection of approximately 81 centerline miles will be performed. Our survey will ensure that all Master Plan of Arterial Highways (MPAH) routes are surveyed for OCTA compliance.

Our survey methodology will include the following approach based on ASTM D6433-11, OCTA reporting guidelines and the City's cost / benefit analysis:

1. **PMP Survey-Walking** - All sections are surveyed through walking methodologies. Distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers sampling guidelines while being flexible to current City requirements.



All sample locations are observed through walking surveys; additional street factors such as unique distress areas found outside our sample areas will be recorded. According to the City's previous 2012 through 2016 biennial survey schedule, Bucknam will continue to follow the City's "even-year" survey process with the following survey schedule (this schedule is also in-line with OCTA submittal guidelines):

Additionally we have provided a recommended survey schedule for the next three years:

- ❖ Survey 2017-18 (81 miles, Citywide survey – Measure M2 Compliance)
- ❖ Survey 2019-20 (32 miles of Arterials & Collectors – Measure M2 Compliance)

For all surveys, the use of our MicroPAVER PMP-Tablet units allows our staff to collect pavement data with the City of Laguna Hills PMP database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Our MicroPAVER Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the

Project Understanding / Scope of Work



project schedule and other portions of the project such as CIP reporting, PMP software training, and on-call services.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1. Field Attribute Data (updated and/or verified)

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name,
- ❖ Street ranking indicating local, alley, arterial, collector, # of lanes, surface type
- ❖ Historical PCI tracking from previous inspections and 2017 PCI inspections
- ❖ Segment quantities, indicating the length, width, and total true area of the section
- ❖ ADT volumes (if available from previous reports or current City documents)

2. Conditional data will be evaluated for all street segments and will include:

- ❖ ASTM 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress
- ❖ Other known or found environmental issues (standing water, site condition, etc.)

We welcome staff members from the City of Laguna Hills to join our surveys. All pavement data will be entered into the City's most current licensed software (version 7.0.7). All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Laguna Niguel office. At the completion of the project, the MicroPAVER database will be placed within your information services/communication network.

3. Section Distress and PCI Reporting

Upon 50% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. Bucknam will produce a "PCI Variance Report" that will demonstrate PCI variances comparing 2016 PCI's vs. 2017 PCI's. This report will allow staff to identify large variances caused by inspection issues, work history impacts and other field survey factors.

Additionally, this report will provide the necessary information within MicroPAVER for the City to use and manipulate projected street rehabilitation and maintenance projects. Included in the report will be updated pavement performance curves and maintenance decision models. The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly.

Our PCI reporting will include:

- PCI report - Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3, etc.)
- Pavement segment and PCI "Variance Report"
- Graphical representation of conditions
- Condition Report Analysis for each segment

Project Understanding / Scope of Work



- Work history report
- GIS Maps presenting PCI finding by zone and by section

Once the City has reviewed, assessed and commented on the draft report, we will address all comments made and deliver the final reports.

Deliverable: Citywide PCI reports, compliant OCTA PCI reports, updated PMP database

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.2: Maintenance & CIP/Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. Based on the City's current AC & PCC applications and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the 2017-2020 maintenance programs.

We will establish a maintenance "decision tree" that will be used to generate pavement recommendations that match current 2017 maintenance approaches. The pavement software will generate a deterioration curve based on functional class (arterial, residential, industrial) and age.

Our staff will review the Laguna Hills's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based on 2017 pavement conditions. The strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, grinding, slurry seals, AC on PCC and overlay, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

All maintenance practices/unit costs will be integrated into PMS and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made.

Our staff will also update the City's residential maintenance zone approach. We will focus on projecting budgets and maintenance recommendations for two (2) maintenance zones each year; this will allow us to proactively schedule localized maintenance efforts throughout the multi-year CIP.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year (i.e. 2017-2024). Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- ❖ Present pavement conditions; Desired levels of service and available resources

Project Understanding / Scope of Work



- ❖ Local Match Reduction guidelines identified by OCTA
- ❖ Scheduling with the City's maintenance zones and other capital projects (water, sewer)
- ❖ Accrued backlog levels and stabilization of maintenance backlog
- ❖ Future routine maintenance needs based on projected deterioration rates
- ❖ Future OCTA and MPAH objectives and improving citywide weighted PCI

The primary emphasis of this task is to maximize the programming of street maintenance projects using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. This report will include an executive summary, the Pavement Condition Report as well as draft budgetary findings and recommendations. It will include:

- ❖ Priority listings (PCI's from 100-0)
- ❖ 7-Year CIP identifying arterial and residential maintenance (per section) recommendations (slurry, overlay, recon, etc.) associated with a construction cost
- ❖ Recommendations for residential maintenance in "groupings" or zones.
- ❖ Executive Summary and Methodologies used

Deliverable: Two (2) copies of the Draft Pavement Management Program Report

TASK 4.3: OCTA Compliance Reports / Citywide CIP Report

We will deliver the Final Report to the City which will be essential for staff reference and use as well as presented in a way that is beneficial for elected officials/upper management.

This report will assist the City in complying with OCTA and its most recent Countywide PMS Guideline requirements. With Laguna Hills being an "even-year" PMP submittal agency, Bucknam will submit compliant a OCTA report every two years (i.e. June, 2018 and June, 2020)

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team (identical to the report we delivered to OCTA every odd year). The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 7-yr period (ARTERIAL and LOCAL Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service
- Modeling and comparison of budget scenarios typically include:
 - Maintenance required to complete all streets within 7-years
 - Current / Actual budget projection (citywide approach)
 - **7-year CIP projection budget for OCTA submittal requirements**
 - **Final Local Match Reduction budgetary models / results**

Project Understanding / Scope of Work



- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule
- Supporting documentation required by OCTA
- A detailed breakdown of deferred maintenance (backlog)

We will make a presentation of the results from the 2017 PMP update to City personal and/or City Council if necessary.

Registered Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Three (3) copies of the Final Pavement PMS Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Bucknam will provide one (1) DVD copy that includes all final reporting documents, PMS database and GIS files.

TASK 4.4: Mapping and GIS Update

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system. Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project.

The maps described below will be incorporated into the City's Final PMS report:

- PCI values for every section (24 x 36 color)
- Work History identifications (24 x 36 color)
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs (24 x 36 color)
- Functional classification maps (24 x 36 color)

Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER-GIS linkages (street names will be shown on all maps). By using the unique ID's within the PMS and the City's ESRI street shapefile ID's, we will create a one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMS-GIS maps are represented within the City's GIS enterprise.

We can also provide this data to the City's ESRI ArcGIS Online software (if owned) or can provide these mapping services through Bucknam Web-GIS portal supported through ArcGIS Online.

Deliverable: Complete GIS files/themes based on list above (shapefiles).

Project Understanding / Scope of Work



TASK 4.5: Pavement Field & Software Training

We will provide City staff with the quality, certified training and necessary skills needed to **steward and maintain the PMP**. This will include operation manuals for both field data collection and software use. Peter Bucknam, who is certified in the use of MicroPAVER, will conduct comprehensive multi-day training sessions covering segmentation management, reporting, and editing/updating the database. This is estimated to consist of a minimum of 12 hours of training. There is no minimum or maximum amount of people that can be trained under this methodology.

Bucknam will provide training in the AC and PCC pavement field survey techniques. Engineering, Street Maintenance and GIS staff will have a clear understanding of how the system is developed and data recorded. City staff will be versed in the proper procedures for field data collection, thereby ensuring the ability of the City to repeat the pavement survey on its own when the need arises.

At the completion of the training, the City will be able to update each individual portions of the dataset as maintenance and future inspection are completed. The training will include:

- ❖ General MicroPAVER use
- ❖ Annual data entry needs, reporting requests and deterioration modeling
- ❖ Annual budget projection reports – PCI report generation
- ❖ Update of maintenance costs, strategy assignments, engineering data, and deterioration curves; interpretation and utilization of management reports)
- ❖ Querying, managing and plotting from PMP – GIS mapping

Deliverable: Training materials used in workshops, field survey forms

5) Optional Tasks

TASK 5.1: On-Call Services

Pavement Management Program Support

Bucknam will provide annual support for a period of four years where we will provide quality and accurate use of the in-house operation of MicroPAVER software. Once the City has approved the Pavement Condition Index Report under this year's work effort, this service will become active. Our typical On-Call services include:

- As-needed services will assume 16 man-hours
- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 3
- Additional pavement management – GIS mapping

Project Understanding / Scope of Work



- Additional MicroPAVER training, operation use
- Enter annual work ARTERIAL and LOCAL maintenance records

Also, if requested, Bucknam will assess and review the City's upcoming maintenance schedule for that fiscal year. The agreement will continue to include the provision of onsite and telephone support for the City staff.

OCTA PMS QUALIFICATIONS

Shown below is OCTA's verification that Bucknam is prequalified to prepare Pavement Management Plans. Bucknam is "qualified" until **June, 2018**.

Peter,

June 30, 2018.

May Hout

Senior Transportation Funding Analyst
Orange County Transportation Authority
600 S Main Street | Orange, CA 92868 or
P.O. Box 14184 | Orange, CA 92863-1584 (For Fed-Ex)
☎: (714) 560-5905
✉: mhout@octa.net



Please consider the environment before printing this e-mail.

From: peter@bucknam.net [<mailto:peter@bucknam.net>]

Sent: Tuesday, August 09, 2016 4:47 PM

To: May Hout <mhout@octa.net>

Subject: Certification expiration - Bucknam Infrastructure

Importance: High

May, can you verify if Bucknam Infrastructure's "prequalified" status for the PMP is until June, 2017 or June, 2018, thanks.

Peter Bucknam
President
BUCKNAM INFRASTRUCTURE GROUP, INC.

Project Understanding / Scope of Work



PROPOSED FEE

Presented below is a summary of the proposed fee to perform the services outlined in the scope of work above. It is intended that our services will be provided on a **time & material, not-to-exceed** basis plus reimbursable expenses in accordance with the attached hourly rates.

	Description	Principal	Project Manager	GIS Planner	Field Technician(s)	Admin	Total by Task
	2017-18 Base Fee	\$250/hr	\$185/hr	\$145/hr	\$88/hr	\$75/hr	
Task 1	Project Implementation						
Task 1.1	Project Kickoff		1				\$185
Task 1.2	Project Status Meetings - Quality Control	1	2	2	10		\$1,790
Task 1.3	Update Maintenance and Rehabilitation Activities		1	1	6		\$858
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables	1	3	4			\$1,385
Task 3	Project Schedule						\$0
Task 3.1	Work Flow / Project Schedule		2	4			\$950
Task 4	Scope of Work						
Task 4.1	Pavement Condition Survey (81 miles-Windshield)		3	6	96		\$9,873
Task 4.2	Maintenance & CIP / Budgetary Analysis		8				\$1,480
Task 4.3	OCTA Compliance Reports / Citywide CIP Report	1	20	6			\$4,820
Task 4.4	Mapping and GIS Update		3	18	2		\$3,341
Task 4.5	Pavement Field & Software Training		1		4		\$537
	Reimbursables (mileage, printing, materials)						\$900
	All deliverables will become property of the City of Laguna Hills						
	All Tasks are negotiable						
	Total Hours per Staff	3	44	41	118	0	
	2017-18 Total Base Fee	\$ 750	\$ 8,140	\$ 5,740	\$ 10,384	\$ -	\$26,119
*All Tasks	2019-20 Base Fee (32 miles of survey only)						\$20,190
					Additional Year Total		\$20,190
					FY 2017 through 2020 Total		\$46,309
	Optional Tasks						
Task 5.1	On-Call Services (Annual)						TBD
	Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule						

Total Estimated Fee for Tasks 1 through 4 (FY 2017-18)

\$26,119.00

Total Estimated Fee for Tasks 1 through 4 (FY 2019-20)

\$20,190.00

Total Estimated Fee for PMP Services (FY 2017-2020)

\$46,309.00

Additional services will be negotiated when the City indicates the need for activating the services described above. Should the City desire to increase the service level above the task description outlined above for the Task 1 through 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Project Understanding / Scope of Work



Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 250
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	190
Pavement Management / GIS Project Manager	185
Management Analyst	165
Project Engineer / Planner	155
Engineer / Senior Technician / GIS Planner / Senior Inspector	145
Assistant Engineer / Technician / GIS Analyst / Inspector	130
CADD Operator	120
Administrative Assistant	105
Field / GIS Technician	88
Clerical / Word Processing	75
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$ 0.65/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

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

ISSUE: Grant Application for Environmental Cleanup Program - Phase VI Catch Basin Debris Gate Project, CIP No. 412

RECOMMENDATION: That the City Council approve the Grant Application to the Orange County Transportation Authority for the Measure M2 Environmental Cleanup Program for the Phase VI Catch Basin Debris Gate Project and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing an Application for Funds for the Measure M2 Environmental Cleanup, Tier 1 Grant Program, under Orange County Local Transportation Ordinance No. 3 for the Phase VI Catch Basin Debris Gate Project."

SUMMARY:

In accordance with project categories for Measure M2, the Orange County Transportation Authority (OCTA) has issued a call for projects for the Tier 1 Environmental Cleanup Program (ECP) to provide grant funding for catch basin debris gates, and other devices, intended to mitigate pollutants generated from public roadways which adversely impact storm water runoff water quality. Staff has prepared an application for the City's sixth phase of this program. The City Council is requested to approve the application and adopt the OCTA required Resolution.

BACKGROUND:

The City has implemented five phases of the installation of a Catch Basin Debris Gate Program which intercepts and prohibits most organic materials and litter from entering catch basins and storm drains. This Program has been implemented to improve storm

Grant Application for Environmental Cleanup Program - Phase VI Catch Basin Debris Gate Project
June 13, 2017
Page 2

water quality and for the City to remain in compliance with the intentions of Regional Permits issued under the National Pollution Discharge Elimination System Program.

The City previously contracted for and selected the G2 Construction Automatic Retractable Screen (ARS) Catch Basin Debris Gate as the standard mechanism for installation at all catch basin openings. Studies conducted by the City in 2006 show a 70% decrease in the volume of trash and an 81% decrease in volume of silt/sediment in catch basins fitted with the G2 ARS debris gates as compared with similar catch basins without debris gates. The findings concluded that installing ARS throughout the City would significantly decrease trash, pollutants, and debris from entering both the Aliso Creek Watershed, with waters polluted with 303(d) listings: Selenium (Metals), Total Nitrogen as N (Nutrients), Toxicity (Toxicity), and the San Juan Creek Watershed, with 303(d) listings: Selenium, Toxicity, Diazinon (Pesticides), Phosphorus (Nutrients), Total Nitrogen as N (Nutrients), DDE/Dichlorodiphenyldichloroethylene (Pesticides), Indicator Bacteria (Pathogens).

OCTA recently issued a call for projects for the Tier 1 ECP to provide a new round of grant funding for catch basin debris gate installations to mitigate pollutants generated from public roadways which adversely impact storm water runoff water quality. Staff has prepared and submitted an application for the City's sixth phase of this program, attached, and the City Council is requested to approve the application and adopt the OCTA required Resolution.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

The Phase VI Environmental Cleanup Program Funding Application, in the amount of \$150,000, requires a 20% local funding match or \$30,000. Funds for this match have been included in the proposed Fiscal Year 2018/2019 Capital Improvement Program Budget for CIP No. 412.

Grant Application for Environmental Cleanup Program - Phase VI Catch Basin Debris
Gate Project

June 13, 2017

Page 3

ATTACHMENTS:

- Resolution ECP Ph VI
- Laguna Hills ECP cover
- Tier 1 ECP Application

RESOLUTION NO. 2017-06-13-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE PHASE VI CATCH BASIN DEBRIS GATE PROJECT

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

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program, consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Laguna Hills possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City of Laguna Hills authorizes the nomination of the Phase VI Catch Debris Gate Project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Hills to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Hills will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Laguna Hills will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Laguna Hills will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Laguna Hills will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Laguna Hills must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Laguna Hills authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the OCTA Board of Directors; and

WHEREAS, the City of Laguna Hills will provide a minimum of 20% in matching funds for the Phase VI Catch Debris Gate Project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

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

SECTION 1. The City Council of the City of Laguna Hills hereby authorizes Kenneth H. Rosenfield, P.E., City Engineer, as the official representative of the City of Laguna Hills to accept funds for the Environmental Cleanup, Tier 1 Grant Program, for the Phase VI Catch Debris Gate Project.

SECTION 2. The City Council of the City of Laguna Hills agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Resolution No. 2017-06-13-

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2017-
06-13- adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 13th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

OCTA Measure M2, Tier 1 Environmental Cleanup Program
Grant Application

CATCH BASIN RETROFIT PROJECT ARS SCREEN PROJECT PHASE VI

Prepared For:

Orange County Transportation Authority
Measure M2 Environmental Cleanup Allocation Program,
Tier 1 Grant Program

Attn: Dan Phu and Alison Army
600 South Main Street
Orange, CA 92863-1584

Submitted By:

City of Laguna Hills

Kenneth H. Rosenfield, P.E., City Engineer
24035 El Toro Road, Laguna Hills, CA
(949) 707-2650

May 16, 2017

City of Laguna Hills

OCTA Measure M2, Tier 1 Grant Program Application

CATCH BASIN RETROFIT PROJECT ARS SCREEN PROJECT PHASE VI

Prepared For:

Orange County Transportation Authority
Measure M2 Environmental Cleanup Allocation Program,
Tier 1 Grant Program

Attn: Dan Phu and Alison Army
600 South Main Street
Orange, CA 92863-1584
(714) 560-5907

Prepared By:

City of Laguna Hills
Contact: Kenneth H. Rosenfield, P.E.
24035 El Toro Road, Laguna Hills
(949) 707-2655

May 15, 2017



ORANGE COUNTY TRANSPORTATION AUTHORITY M2 ENVIRONMENTAL CLEANUP PROGRAM

TIER 1 FUNDING APPLICATION

SECTION ONE: GENERAL PROJECT INFORMATION

Project Title LAGUNA HILLS ARS SCREEN PROJECT PHASE VI

Lead Agency Information

Local Agency CITY OF LAGUNA HILLS
 Project Manager KENNETH H. ROSENFELD, P.E.
 Address 24035 EL TORO ROAD, LAGUNA HILLS
 Phone 949-707-2655
 Email KROSENFELD@LAGUNAHILLSCA.GOV

Funding Request Summary

Total ECP Funds Requested \$ 120,000.00
 Total Local Match (cash only) \$ 30,000.00

☐ Project is part of a larger construction effort

Joint Applicant Information

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Schedule Information

	<i>Start Date</i>	<i>Completion Date</i>
City Council Approval	<u>Dec. 12, 2017</u>	<u>Dec. 12, 2017</u>
Design and Permitting (if applicable)	_____	_____
Award of Contract	<u>Dec. 12, 2017</u>	<u>Dec. 12, 2017</u>
Construction/Installation	<u>Dec. 18, 2017</u>	<u>Jan 19, 2018</u>

Application Checklist

- ☐ Environmental Documentation (as applicable)
- ☒ Detailed Project Estimate
- ☒ Location Maps
- ☒ Project Site Photos
- ☒ Detailed Project Schedule

- ☒ Design/Concept Drawings
- ☐ Joint Applicant Support Documentation
- ☒ City Council Resolution
- ☒ City Staff Organization Chart



M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION ONE: GENERAL PROJECT INFORMATION (CONTINUED)

Project Description

Describe the project location and the Tier 1 type improvements proposed. If the project is included in an existing Integrated Water Management Plan, please provide details on why it was included. *

The City of Laguna Hills proposes to install Automatic Retractable Screens (G2 ARS-CL) in our catch basins (MS4s) that drain to the Aliso Creek Watershed and San Juan Creek Watershed. Specifically, the 76 catch basins are on arterial streets and with high automotive vehicle transport. The City and these catch basins are surrounded by the I-5 and 73 Freeways (all within 2 miles), and receive significant transportation related pollutants.

The project's streets (Moulton Parkway, Oso Parkway, Cabot Rd, La Paz Rd, Alicia Parkway, etc. See attached maps) receive and drain significant amounts of water and debris towards their catch basins. This water will be filtered through the ARS-CL stainless steel screens, and continue into Aliso Creek, Oso Creek, Trubuco Creek, and/or San Juan Creek (all with 303(d) pollutants) and into the Pacific Ocean. The targeted catch basins have curb-face openings from 4 feet to 28 feet wide, and research has proven that G2 ARS screens are very effective at reducing trash and debris in the catch basin.**

In 2005, the City installed 170 ARS screens, manufactured and installed by G2 Construction, in catch basins throughout Laguna Hills. This project helped to pioneer research and evaluation of catch basin screening BMPs (See results below). Since then, City Staff has implemented a multi-year plan to intervene and reduce urban pollution by installing ARS throughout the City to stop trash, debris, vegetation, silt, and all the pollutants they carry from entering the storm drain system. The City has installed ARS nearly every year since then with projects funded by the City and with grants from this OCTA ECP program. The City's goal is to retrofit all of the City's 561 catch basins.

The ARS-CL screens are designed to stop the most visible pollutants from entering our catch basins (MS4s). Additionally, G2's ARS stainless steel curb screen stops tree limbs, leaves, and droppings at the curb, and prevents anything from piling up inside our catch basins between major storm events. This is critical because the non-visible pollutants can bind and absorb into paper, leaves, and sediment and can contaminate water flowing through the catch basin.

The proposed project will benefit both the Aliso Creek and San Juan Creek Watersheds (see question #2). The proposed screens are retractable stainless steel and are to be annually inspected by City staff and cleaned by contracted crews. Additionally, we've found that the ARS-CL screens serve as a public educational tool for residents, landscapers, and pedestrians. As a result we believe people in Laguna Hills are much less likely to allow pollution, litter, grass clippings, vegetation, etc. onto the streets and into our catch basins.

**Studies conducted by the City in 2006 show a 70% decrease in the volume of trash and an 81% decrease in volume of silt/sediment in the catch basin fitted with the G2 ARS debris gates as compared with similar catch basins without debris gates. The findings concluded that installing ARS throughout the City would significantly decrease trash, pollutants, and debris from entering both the Aliso Creek Watershed, with waters polluted with 303(d) listings: Selenium (Metals), Total Nitrogen as N (Nutrients), Toxicity (Toxicity), and the San Juan Creek Watershed, with 303(d) listings: Selenium, Toxicity, Diazinon (Pesticides), Phosphorus (Nutrients), Total Nitrogen as N (Nutrients), DDE / Dichlorodiphenyldichloroethylene (Pesticides), Indicator Bacteria (Pathogens).

No environmental documentation is required for this Phase VI debris gate project.

- Attachment 1 - Detailed Project Estimate.
- Attachment 2 - Location Maps
- Attachment 3 - Representative Project Site Photographs
- Attachment 4 - Detailed Project Schedule
- Attachment 5 - Design/Concept Drawing
- Attachment 6 - Draft City Council Resolution
- Attachment 7 - City Staff Organization Chart
- Attachment 8 - Vendor and Installer info

* Use additional pages as needed.



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING

1. Describe the need for the selected BMP(s), including nexus to transportation pollutants, and detail the benefits to water quality the BMP(s) will achieve. **(up to 15 Points)**

The City of Laguna Hills plans to install G2 Construction's ARS-CL automatic retractable screens in catch basins (MS4s) on the busiest arterial and connecting streets not yet retrofitted. The City's past installations of ARS and follow-up research (see below and question #6) shows this BMP to be very effective at reducing trash and pollutants entering catch basins. The 76 catch basins selected for this project's retrofit are located on or near the high volume roadways of Moulton Parkway, Oso Parkway, Cabot Rd, La Paz Rd, and Alicia Parkway. ARS at these locations have the greatest opportunity to reduce transportation related pollution from entering receiving waters and negatively impacting Orange County's surface and groundwater systems, and harming aquatic life and degrading streams and beaches.

The ARS-CL effectively stops all trash and pollutants that are 3/4" or larger from entering catch basins. As a result, there is a significant benefit to the quality of water in our catch basin and flowing into Aliso Creek and Oso Creek via the J04 and L04 channels, and downstream to Trubuco Creek, San Juan Creek (all with 303(d) pollutants) and into the Pacific Ocean. Studies conducted by the City in 2006 showed a 70% decrease in the volume of trash and an 81% decrease in volume of silt/sediment in catch basins retrofitted with the G2 ARS. The findings concluded that installing ARS throughout the City would significantly decrease trash, pollutants, and debris from entering both the Aliso Creek Watershed with 303(d) listings: Selenium (Metals), Total Nitrogen as N (Nutrients), Toxicity (Toxicity), and the San Juan Creek Watershed, with 303(d) listings: Selenium, Toxicity, Diazinon (Pesticides), Phosphorus (Nutrients), Total Nitrogen as N (Nutrients), DDE / Dichlorodiphenyldichloroethylene (Pesticides), Indicator Bacteria (Pathogens).

Without the ARS pollution will end up in our catch basins via the public streets and transportation systems, and into the drainage systems serving the transportation system. There is an obvious nexus between these conveyances and the pollutants we're all trying to eliminate. The targeted catch basins have curb-face openings from 4 feet to 28 feet wide. The ARS-CL is the most appropriate BMP to stop and collect the City's trash and pollutants. This collective debris is picked up by the street sweepers which sweep the arterial highways weekly and sweep the residential streets twice per month.

In addition to stopping trash, G2's ARS stainless steel curb screen stops tree limbs, leaves, and their droppings at the curb, and prevents anything from piling up inside our catch basins between major storm events. This is critical because the less-visible pollutants can bind and absorb with paper, leaves, and sediment and contaminate water flowing through the catch basin if allowed inside.

We continue to install G2 Construction's ARS-CL for many reasons after twelve years of installations. Each device is customized during fabrication to fit each specific catch basin. The ARS screens prevent all objects 3/4" or larger from entering the catch basin and current model ARS-CL prevents 85-95% of debris, trash, and pollutants from ever entering the waterway system from our streets. The ARS CL12™ devices are approved by and installed in Orange County cities, Los Angeles County (LACDPW), City of LA PW, the San Francisco Bay Area (ABAG), and virtually all cities in Southern California.

Additionally, G2's strong history and reputation for completing projects quickly, effectively, on time and with good results weighed on our decision.



M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

2. List each receiving waterway associated with this project. If the receiving waterway is on the 303(d) list of impaired waters, identify the pollutant(s) for which it is listed. **(2 points per waterway; 3 points if waterway is 303(d) listed, up to 12 points)**

Our proposed project's locations are in two watersheds located in Regional Board 9 - San Diego Region. Aliso Creek Watershed drains into the receiving waterway of Aliso Creek and then the Pacific Ocean. The second is San Juan Creek Watershed and drains to Oso Creek, then flows into Arroyo Trabuco Creek, then to San Juan Creek, and then the Pacific Ocean. (See Attachment 2 showing watersheds for the City).

The U.S. EPA list of 303(d) impaired waters (2010) identifies the following pollutants (and category) for each of these 4 waterways*:

1. Aliso Creek - 303(d): Selenium (Metals), Total Nitrogen as N (Nutrients), Toxicity (Toxicity).
2. Oso Creek - 303(d): Selenium (Metals), Toxicity (Toxicity).
3. Arroyo Trabuco Creek - 303(d): Diazinon (Pesticides), Phosphorus (Nutrients), Total Nitrogen as N (Nutrients), Toxicity (Toxicity).
4. San Juan Creek - 303(d): DDE / Dichlorodiphenyldichloroethylene (Pesticides), Indicator Bacteria (Pathogens), Phosphorus (Nutrients), Selenium (Metals), Total Nitrogen as N (Nutrients), Toxicity (Toxicity).

Our project has 4 waterways with 303(d) listings.

* Sources: 303(d) from U.S. EPA 2010 report; this info is displayed on current waterboards.ca.gov and ocwatersheds.com.

In addition, the State Water Board has also adopted Trash amendments for these watersheds. All the proposed G2 ARS-CL in this Phase VI application will support the reduction and elimination of 303(d) pollutants in Aliso Creek and San Juan Creek's Watersheds.

3. List the pollutant(s) that would be addressed by the proposed project *and* the source(s) generating those pollutants. **(2 points per pollutant and source; 3 points if the pollutant is on the 303(d) list for any receiving waterways identified in Question 2, up to 16 points)**

The City's proposed ARS project will prevent a great number of pollutants from entering our catch basins and flowing into waterways:

Source - Human littering: 1) Plastics such as bottles, bags, fast food utensils, and containers. 2) Styrofoam cups, packaging, and peanuts. 3) Aluminum cans, glass bottles. 4) Paper, fast-food bags, cigarettes, butts. 5) Food and food waste that depletes oxygen. 6) Automotive fluids and components. 7) Paints and grease.

Sources - Human activities such as landscaping, cutting grass, blowing into streets and gutters: 8) Pesticides-303(d). 9) Phosphorous-303(d) from fertilizer and decomposing organic waste. 10) Nitrogen and Total Nutrients-303(d). 11) Other oxygen demanding substances (ammonia, hydrogen sulfides).

Sources - Human Automotive pollutants - fluids, tires, brakes, etc. and other human activities: 12) Metals-303(d) - Copper, Zinc, Lead. 13) Hydrocarbons.

Sources - Humans, pets, and non-domesticated animals: 14) Bacteria-303(d). 15) Fecal Coliform.

Sources - Natural tree and plant decay and soil erosion: 16) Dead plants / vegetation that depletes oxygen. 17) Sediment.



M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

4. How effectively will the proposed project deal with the more visible forms of pollutants, such as a litter and debris? **(up to 10 points)**

The ARS-CL screens are designed to stop the most visible pollutants from entering our catch basins (MS4s). These include plastics, cans, cardboard, cans, styrofoam, clothing, cigarettes and more are seen floating down waterways, creeks, and washing up on Pacific Ocean beaches and waters along the way. Additionally, G2's ARS stainless steel curb screen stops tree limbs, leaves, and droppings at the curb, and prevents anything from piling up inside our catch basins between major storm events. This is critical because the non-visible pollutants can bind and absorb into paper, leaves, and sediment and can contaminate water flowing through the catch basin. Eliminating both visible and less-visible pollutants from entering our waters is top priority.

Visible pollutants are deposited onto public streets in many ways - from improperly secured landscape vehicles and trash or recycling trucks, to fast-food eating drivers that leave plastics, paper, food and trash, to unsecured truck beds with trash that falls out, to bus riders who litter at bus stops. The ARS-CL screens the entire opening of our catch basin, and is the best defense against visible trash.

Unfortunately, some people intentionally throw visible trash and pollutants into catch basins secretly. The ARS-CL is the best preventer of these pollutants because the stainless steel self-closing and locking screen prevents dumping of items through the curb-face. It acts as an excellent deterrent to polluters who consciously, or unconsciously pollute. The presence of ARS screens in high priority areas has helped educate the public by reminding everyone, "nothing but rain in the storm drain." In conjunction with our street sweeping program we believe it's the most effective means of preventing visible pollution from being seen floating downstream, littering waterway shorelines, and ultimately spilling to the ocean and beaches.

The City has installed G2's current model ARS-CL screens during each of the past 3 years and they've been very effective. The current model is significantly improved over the original model 12 years ago. **Studies conducted by the City in 2006 showed a 70% decrease in the volume of trash and an 81% decrease in volume of silt/sediment in the catch basin fitted with the G2 ARS debris gates as compared with similar catch basins without debris gates. The findings concluded that installing ARS throughout the City would significantly decrease trash, pollutants, and debris from entering both the Aliso Creek Watershed, with waters polluted with 303(d) listings: Selenium (Metals), Total Nitrogen as N (Nutrients), Toxicity (Toxicity), and the San Juan Creek Watershed, with 303(d) listings: Selenium, Toxicity, Diazinon (Pesticides), Phosphorus (Nutrients), Total Nitrogen as N (Nutrients), DDE / Dichlorodiphenyldichloroethylene (Pesticides), Indicator Bacteria (Pathogens).

5. What other BMP types were considered for this project? Why was the proposed BMP chosen? **(5 points)**

The City already implements positive BMPs, but they have not eliminated 100% of pollutants from entering our storm drain system.

1. Street sweeping. This BMP alone is relatively expensive and cannot be performed on a daily basis so it is not as effective as the chosen BMP. Sweeping without an ARS in place can increase basin trash levels.
2. Litter control through enforcing anti-litter laws; providing litter receptacles in busy and high pedestrian traffic areas of the community such as at bus stops and along trails.
3. Cleaning litter receptacles on a regular basis to avoid litter overflow.
4. Waste reduction by promoting recycling and providing recycling containers in busy, high pedestrian traffic areas of the community.
5. Community education in the form of posters in public places, door hangers, school visits, and clean-up campaigns. The problem with these is they are labor intensive, costly, and require ongoing support. They also do not completely change people's behavior.

The City had installed screens manufactured by G2 Construction, Inc. at approximately 170 locations throughout the City prior to the OCTA ECP program. From the studies done by the City in 2006, these screens have proven to be an effective BMP in reducing pollutants into the storm drain system. Consequently, the City is utilizing the ARS-CL by G2 Construction for this Phase VI project.



M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

6. Provide information on proposed BMP performance efficiency and/or effectiveness, including pollutant capture, storage capacity, flow capacity, etc. **(up to 6 points)**

In 2005-2006, the City of Laguna Hills participated in the Sulphur Solution Project with the City of Laguna Niguel. One key component of the project was to install G2 Construction automatic retractable screens (ARS) in catch basins across the City. In 2006 the City's catch basins were cleaned and the trash, debris, soil and "muck" was measured and the data was analyzed. This data was submitted to the San Diego Regional Water Quality Control Board that year.

Data analysis showed that, on average, catch basins retrofitted with the ARS had a 70% drop in the volume of trash and an 81% drop in the volume of soil/muck/sediment, as compared with similar catch basins without ARS screens. Data showed that there was an average volume of 4.7 cubic feet of trash and debris is collected in our catch basin without an ARS. This volume was reduced to 1.4 cubic feet per catch basin after installing the debris gate. This shows a net reduction of 3.3 cubic feet per catch basin.

For the current project's 76 catch basins, assuming similar results, we anticipate a reduction of 250 cubic feet of trash and debris per season from downstream tributary drainage areas.

Moreover, the ARS CL12 debris gate was tested in October 2012 by LACDPW at their BMP testing site at San Gabriel dam. A total of 10 tests were performed including water flow rates ranging from 0.25 to 5.0 cfs. The ARS CL12 debris gate passed testing at all flow ranges and the Design Division concluded the device met all requirements for performance and safety.

G2 Construction's ARS-CL is customized during fabrication to fit each specific catch basin. The ARS screens prevent all objects $\frac{3}{4}$ " or larger from entering the catch basin and current model ARS-CL prevents 85-95% of debris, trash, and pollutants from ever entering the waterway system from our streets. The ARS CL12™ devices are approved by and installed in Orange County cities, Los Angeles County (LACDPW), City of LA PW, the San Francisco Bay Area (ABAG), and virtually all cities in Southern California.

POLLUTANT CAPTURE: Stops all pollutants and objects $\frac{3}{4}$ " and larger from entering catch basins and water systems.

STORAGE CAPACITY: Not applicable.

FLOW CAPACITY: Automatically unlocks and opens during storm events to prevent street flooding and automatically re-locks in the closed position after storm to prevent pollutant access.

7. Project Readiness: The project schedule will be reviewed by the evaluation committee to determine when the proposed BMP will be operational following OCTA Board of Director's approval. Points will be assigned as follows:

☒ <4 Months **(6 points)**
☐ 4 - 8 months **(4 points)**
☐ 8 - 12 months **(2 points)**
☐ >12 months **(1 point)**

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M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

8. Will the project provide any secondary benefits beyond water quality improvement (i.e., water-use efficiency, public awareness, flood control, recreation, habitat, sustainability)? **(up to 5 points)**

Secondary benefits, beyond water quality improvements include:

1. Public awareness that catch basins need to be protected from trash and pollutants. The City's installation of ARS-CL on arterial streets and throughout the City shows the public that protecting rain water systems is a very high priority.
2. Recreationally, health and human safety dangers are reduced for children and adults playing in streams, waterways, and on the beach downstream. Reduction of sharp objects (syringes, metal, broken glass, etc.) or bacteria and disease is a clear public benefit.
3. Habitat health and safety of aquatic life, birds, and wildlife that eat the trash believing it is food will be better protected by our project's ARS BMPs. Plastics and trash can entangle birds and animals, and/or be swallowed and lead to death.
4. Sustainability of the storm drains system, the stream beds and shores, and soil under the flowing water, have reduced contamination of pollutants passing through and settling in it for the long term.
5. Economically, the reduction of trash in waterways and beaches can have a significant positive impact on tourism in Orange County, and add to the local economy. News of pollution on beaches sends visitors to other vacation spots, and our project should aid the local economy.
6. Property values may be helped in areas with the G2 ARS because of the environmentally positive display to existing owners and prospective buyers.

9. What is the methodology for measuring pollutant reduction before and after the BMP is implemented? How frequently will monitoring and performance assessment occur? **(up to 10 points)**

The City has a multi-step methodology for measuring pollutant reduction and monitoring performance.

1. The City street maintenance staff and supervisor visually observes the amount of pollutants and debris that build up in front of the ARS screens. Staff drive the streets daily and provide input and feedback about the amount of pollution. Special attention will be paid to the installed locations before, during, and after storms. When excess amounts are found in front of the ARS, it is removed and/or street sweeping crews are notified.
2. Visual inspections of every ARS installed is conducted twice per year, and observations about trash and debris levels in front are made. Manual cleaning and maintenance of the ARS will occur annually each August, and as needed.
3. Interviews and discussions with street sweeping crews regarding the quantity and types of trash found in front of catch basins helps to build understanding of the types and quantity of pollution being stopped.
4. The amount of debris removed during the City's annual catch basin debris gate cleaning will be measured and recorded. Previous data will be compared to the new data and the City will be able to quantify the effectiveness of the ARS devices. This data will be reported to the Regional Water Quality Control Board as a part of the NPDES annual report.



M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

10. Provide an operations and maintenance plan for the lifespan of the proposed project. Include schedule of inspections, cleaning, removal and disposal of pollutants, repairs, etc. **(up to 15 points)**

The proposed ARS screens have a ten year lifespan as warranted by the Manufacturer.
The City provides ongoing services that includes inspections, cleaning, and maintenance for the ARS debris gates.

1. Inspections will be completed by the City's Street Maintenance Supervisor at least twice per year, per the Inspection Schedule, plus on an as needed basis. The time utilized for inspections shall be recorded by each location and phase of installation. The inspections take place typically during the months of October and April.
2. Cleaning and Maintenance. Cleaning of material in front of ARS-CL, as provided by street sweeping services, will occur weekly on Arterial roadways and twice per month on Residential and Collector Roadways.
3. Manual cleaning and maintenance of ARS debris gates will be performed annually by private contractor with oversight of the Street Maintenance Supervisor. Cleaning shall occur each August in preparation for the upcoming storm season. Maintenance, such as repairs and verification of operating condition, will be completed on an as needed Task Order basis.
4. In the event the ARS needs repair, the City will take photos and contact G2 Construction for service under the warranty.
5. Cleaning of the catch basins shall include the cleaning of the ARS debris gate and removal of all debris by either manual or vacuum truck assisted removal means. The volume of the debris removed shall be measured for record purposes. The debris shall be disposed of at a County disposal site.

11. **BONUS:** How many different Tier 1 type BMPs are currently installed within the local agency's jurisdiction, excluding BMPs funded by previous ECP grants. **(1 point per BMP type, up to 5 points)**

The City has installed and maintains the following Tier 1 type BMPs without OCTA ECP funds:

1) ARS debris gates in 2005 (prior to ECP funded grants). Approximately 170 automatic retractable screens installed with City funding.

2) Constructed and maintains two wetlands which are water quality improvement programs (Alicia Parkway and Oso Parkway).

3) CPS installed (full-capture certified, 5mm) by G2 Construction in 2017, and maintained by City. Product approved by OCTA and available on OCPW master purchase agreement for Tier 1 trash devices. Testing and demonstration project.

4) Grated Inlet Trash Screen (GITS) installed (full-capture, 5mm) by G2 Construction in 2017, and maintained by City. Product approved by OCTA and available on OCPW master purchase agreement for Tier 1 trash devices. Testing and demonstration project.

5) Additionally, the City regularly issues public education reminders in its Newsletter regarding water quality improvement issues and the use of Best Management Practices. Signs / placards have been installed at all Catch Basins denoting the message of "no dumping drains to ocean," consistent with the recommendations of the NPDES program. Continuous street sweeping services to remove pollutants from the MS4 system, gutters and catch basins.

12. **BONUS:** Are local matching funds in excess of the 20% minimum being proposed? If yes, at what percentage? **(.5 point for each 5% cash overmatch, up to 5 points)** Note: overmatch bonus points can only be granted to projects whose match is entirely cash, no in-kind services.



M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION THREE: FUNDING

Project Budget Summary

Total ECP Funds Requested	\$ 120,000
Local Match (cash only)	\$ 30,000
Local Match %	20 %
Total Project Cost	\$ 150,000

* A detailed cost estimate must be included with the application

Match Sources

Other Grants: Non-M2 competitive grants may be used as match. Any grants used as match must be dedicated to the project for match credit to be received. Please list the name and amount of the grants being proposed as match.

N/A

ATTACHMENT LIST

1. Detailed Project Estimate & Warranty
2. Maps – Watershed & Project Site
3. Project Site Photos
4. Detailed Project Schedule
5. Design Drawings & Information
6. City Council Resolution
7. City Staff Organization
8. Vendor & Installer Credentials

ATTACHMENT 1

DETAILED PROJECT ESTIMATE & WARRANTY



Lic. #801253 - A, C8, C60
 1352 E. Borchard Ave.
 Santa Ana, CA 92705
 714.748.4242

Proposal

Phase VI - ARS CL12™ Installations

(OCTA Measure M2 Environmental Cleanup Program, Tier 1)

Customer: **City of Laguna Hills**
 24035 El Toro Dr.
 Laguna Hills, CA 92653

Prepared: 5/3/2017

Contact: Vince Cardona
 Phone: 949-707-2653
 vcardona@lagunahillsca.gov

By: Eric H. Taylor
 Phone: 714.679.2550
 etaylor@G2Construction.com

Eric H. Taylor

DESCRIPTION

City of Laguna Hills - Phase VI Debris Screens for OCTA Grant application. Per the City's list of catch basins, G2 proposes to install ARS CL12™ in the following 76 CBs.

Products and services included custom fabrication and installation of G2's ARS-CL12™ device made of stainless steel (approved for OCTA ECP Tier 1 funding and LACDPW) . Plus warranty.

#	Address	Tag No.	W (ft)	Product	Price
1	BRIDLEWOOD 26192 N/O FLINTLOCK E/S	410	21	G2-ARS-21x	\$2,659
2	BRIDLEWOOD 26241 N/O GLEN CANYON E/S	415	21	G2-ARS-21x	\$2,659
3	BRIDLEWOOD 50' N/O OSO PKWY E/S	547	7	G2-ARS-07	\$929
4	BRIDLEWOOD 50' N/O OSO PKWY W/S	417	28	G2-ARS-28x	\$3,259
5	BRIDLEWOOD 50' S/O GLEN CANYON W/S	416	14	G2-ARS-14x	\$1,669
6	BUCKBOARD 24872 A/F W/O STETSON S/S	442	14	G2-ARS-14x	\$1,669
7	BUCKBOARD 24872 W/O STETSON N/S	443	14	G2-ARS-14x	\$1,669
8	BUCKBOARD 24972 S/S	437	14	G2-ARS-14x	\$1,669
9	BUCKBOARD 25072 S/S	434	21	G2-ARS-21x	\$2,659
10	BUCKBOARD 25091 N/S	433	21	G2-ARS-21x	\$2,659
11	BUCKBOARD 25301 N/S	435	21	G2-ARS-21x	\$2,659
12	CABOT RD 260' S/O, E/S	543	4	G2-ARS-05	\$588
13	CABOT RD 260' S/O, W/S	542	4	G2-ARS-05	\$588
14	CABOT RD 10' N/O, W/S	541	14x	G2-ARS-14x	\$1,669
15	CARMEL 26181	214	7	G2-ARS-07	\$929
16	CHRISTINA COURT 24521	122	7	G2-ARS-07	\$929
17	COMMUNITY CENTER 150' N/O, W/S	221	4	G2-ARS-05	\$588

18	COMMUNITY CENTER Lot A, E/S	393	4	G2-ARS-05	\$588
19	COMMUNITY CENTER Lot A, E/S	394	4	G2-ARS-05	\$588
20	COMMUNITY CENTER Lot B, N/S	392	4	G2-ARS-05	\$588
21	COMMUNITY CENTER Lot B, W/S	391	4	G2-ARS-05	\$588
22	COMMUNITY CENTER Lot C, M	222	4	G2-ARS-05	\$588
23	COMMUNITY CENTER 150' N/O, E/S	390	4	G2-ARS-05	\$588
24	CREEK 25612 S/O	261	4	G2-ARS-05	\$588
25	FARRIER 30' N/O, E/S	457	14x	G2-ARS-14x	\$1,669
26	FARRIER 30' N/O, W/S	399	14x	G2-ARS-14x	\$1,669
27	GALLUP CIR. 100' E/O, N/S	353	28x	G2-ARS-28x	\$3,259
28	GALLUP CIR. 100' E/O, S/S	351	28x	G2-ARS-28x	\$3,259
29	GALLUP CIR. 25' E/O, N/S	350	4	G2-ARS-05	\$588
30	GLEN CANYON 26241 E/O	405	4	G2-ARS-05	\$588
31	GLEN CANYON 26242 E/O	406	21x	G2-ARS-21x	\$2,659
32	GORDON 10' E/O, N/S	170	21x	G2-ARS-21x	\$2,659
33	GORDON 10' E/O, S/S	187	21x	G2-ARS-21x	\$2,659
34	HARRINGTON 25596 N/O	579	21x	G2-ARS-21x	\$2,659
35	HARRINGTON 25601 N/O	578	4	G2-ARS-05	\$588
36	HITCHING RAIL 50' N/O WATER WHEEL E/S	348	28	G2-ARS-28x	\$3,259
37	HITCHING RAIL 50' S/O NELLIE GAIL W/S	347	4	G2-ARS-05	\$588
38	HITCHING RAIL 50' S/O NELLIE GAIL E/S	345	21	G2-ARS-21x	\$2,659
39	HITCHING RAIL AT WATER WHEEL W/S	370	28	G2-ARS-28x	\$3,259
40	INDIAN HILLS 20' E/O, S/S	150	7	G2-ARS-07	\$929
41	INDIAN HILLS 20' W/O, S/S	66	14x	G2-ARS-14x	\$1,669
42	LOUISA 50' W/O MOULTON PKWY N/S	601	10	G2-ARS-10	\$1,119
43	LOUISA 50' W/O MOULTON PKWY S/S	602	7	G2-ARS-07	\$929
44	MOULTON PKWY 20' S/O, E/S	180	14x	G2-ARS-14x	\$1,669
45	MOULTON PKWY 20' S/O, E/S	182	14x	G2-ARS-14x	\$1,669
46	MOULTON PKWY 20' S/O, W/S	179	21x	G2-ARS-21x	\$2,659
47	MOULTON PKWY 250' N/O, W/S	208	4	G2-ARS-05	\$588
48	MOULTON PKWY 60' N/O, W/S	206	4	G2-ARS-05	\$588
49	MUSTANG 25095 W/O, N/S	451	21x	G2-ARS-21x	\$2,659
50	MUSTANG 25351 E/O, N/S	456	21x	G2-ARS-21x	\$2,659
51	MUSTANG 25151 E/O, N/S	452	21x	G2-ARS-21x	\$2,659
52	MUSTANG 25332 E/O, S/S	400	14x	G2-ARS-14x	\$1,669
53	NELLIE GAIL 100' E/O BUCKBOARD N/S	371	21	G2-ARS-21x	\$2,659
54	NELLIE GAIL 100' E/O BUCKBOARD S/S	372	21	G2-ARS-21x	\$2,659
55	NELLIE GAIL 25442 S/S	367	10	G2-ARS-10	\$1,119

56	NELLIE GAIL 25466 E/O BRIDLEWOOD S/S	366	10	G2-ARS-10	\$1,119
57	NELLIE GAIL 25467 E/O BRIDLEWOOD N/S	364	28	G2-ARS-28x	\$3,259
58	NELLIE GAIL 25912 E/O SHERIFF S/S	363	28	G2-ARS-28x	\$3,259
59	NELLIE GAIL 25921 E/O SHERIFF N/S	362	10	G2-ARS-10	\$1,119
60	NELLIE GAIL 26022 W/O HITCHING RAIL N/S	361	28	G2-ARS-28x	\$3,259
61	NELLIE GAIL 26031 W/O HITCHING RAIL S/S	360	28	G2-ARS-28x	\$3,259
62	NELLIE GAIL 50' E/O BRIDLEWOOD N/S	365	10	G2-ARS-10	\$1,119
63	NELLIE GAIL 50' E/O DAPPLE GREY S/S	520	12	G2-ARS-14	\$1,469
64	NELLIE GAIL 50' E/O OSO PKWY N/S	373	21	G2-ARS-21x	\$2,659
65	NELLIE GAIL 50' E/O OSO PKWY S/S	374	21	G2-ARS-21x	\$2,659
66	NELLIE GAIL 50' W/O CABOT N/S	357	21	G2-ARS-21x	\$2,659
67	NELLIE GAIL 50' W/O CABOT S/S	359	21	G2-ARS-21x	\$2,659
68	NELLIE GAIL RD 100' E/O, N/S	606	21x	G2-ARS-21x	\$2,659
69	NELLIE GAIL RD 24761 E/O	382	10	G2-ARS-10	\$1,119
70	NELLIE GAIL RD 70' E/O, S/S	383	21x	G2-ARS-21x	\$2,659
71	RAPID FALLS 20' W/O, N/S	448	14x	G2-ARS-14x	\$1,669
72	RAPID FALLS 20' W/O, S/S	481	21x	G2-ARS-21x	\$2,659
73	RED CORRAL 10' N/O, W/S	461	28x	G2-ARS-28x	\$3,259
74	RED CORRAL 120' N/O, E/S	462	21x	G2-ARS-21x	\$2,659
75	RED CORRAL 20' N/O, E/S	460	21x	G2-ARS-21x	\$2,659
76	RED CORRAL 125' N/O, E/S	463	21x	G2-ARS-21x	\$2,659

Notes:

Pricing based on OCTA Master Pricing with Vol. Discount
Pricing does not include project bonding or catch basin cleaning.
Final amount to be revised after final measurements.

Subtotal	\$143,988
Traffic Control	\$6,012
Taxes	\$0
Shipping/Delivery	\$0
Total	\$150,000



Lic. #801253 - A, C8, C60

1352 E. Borchard Ave.
Santa Ana, CA 92705
714.748.4242
info@g2construction.com

ARS CL12™ Warranty

Date: May 3, 2017

City of Laguna Hills 2017-18 OCTA Measure M2's *Environmental Cleanup Program (ECP) Tier 1 Grant*

Project: Laguna Hills - Phase 6 ARS Debris Screens

G2 Construction, Inc. hereby provides a product warranty of 10 years for the G2 ARS CL12™ automatic retractable screens installed in catch basins for the project listed above. G2 guarantees the ARS CL12™ will be manufactured and installed in accordance with the product drawings and specifications.

G2 Construction agrees to repair or replace any installed product that proves defective in its workmanship or material within one year of the project acceptance date. If an installed product proves defective within ten years, then G2 agrees to provide replacement parts at no cost. Accidents, product modifications, vandalism, unusual use, or lack of standard cleaning may nullify a product's warranty.

Requests for warranty service must be made by the product Owner, and should include photos and details.

A handwritten signature in black ink, appearing to read 'John Alvarado', is written over a horizontal line.

John Alvarado, President
G2 Construction, Inc.

**CONTRACT MA-080-15011198
FOR
TRASH AND DEBRIS CAPTURE DEVICES**

THIS Contract MA-080-15011198 to provide Trash and Debris Capture Devices, (hereinafter referred to as "Contract") is made by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and G2 Construction Inc., with a place of business at 13331 Garden Grove Blvd., Garden Grove, CA 92843 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Trash and Debris Capture Devices under a Usage Contract; and,

WHEREAS, County solicited Trash and Debris Capture Devices as set forth herein, and Contractor has represented that it is qualified to provide Trash and Debris Capture Devices to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Trash and Debris Capture Devices to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Trash and Debris Capture Devices, on an "as needed" basis under a usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.
2. **Term:** The term of this Contract shall be effective March 10, 2015 and shall continue for five (5) years from that date, unless otherwise terminated as provided herein.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its

ARS CL12™ (Custom Fabricated and Installed):

Catch Basin Curb Opening Width (ft)	Product Model	Volume Discounts				
		3-5 Catch Basins (Per Catch Basin)	6-20 Catch Basins (Per Catch Basin)	21-100 CBs (Per Catch Basin)	101-500 CBs (Per Catch Basin)	500+ CBs * (Per Catch Basin)
up to 3.5'	G2-ARS-03.5	\$648	\$548	\$498	\$478	\$458
3.6 - 5'	G2-ARS-05	\$738	\$638	\$588	\$568	\$548
5.1' - 7'	G2-ARS-07	\$1,059	\$959	\$929	\$899	\$869
7.1 - 10'	G2-ARS-10	\$1,289	\$1,189	\$1,119	\$1,049	\$999
7.1 - 10' x	G2-ARS-10x	\$1,489	\$1,389	\$1,319	\$1,249	\$1,199
10.1 - 14'	G2-ARS-14	\$1,729	\$1,599	\$1,469	\$1,369	\$1,269
10.1 - 14' x	G2-ARS-14x	\$1,929	\$1,799	\$1,669	\$1,569	\$1,469
14.1 - 16'	G2-ARS-16	\$2,039	\$1,909	\$1,779	\$1,679	\$1,579
16.1 - 21'	G2-ARS-21	\$2,719	\$2,589	\$2,459	\$2,329	\$2,199
16.1 - 21' x	G2-ARS-21x	\$2,919	\$2,789	\$2,659	\$2,529	\$2,399
21.1 - 28'	G2-ARS-28	\$3,379	\$3,219	\$3,059	\$2,899	\$2,739
21.1 - 28' x	G2-ARS-28x	\$3,579	\$3,419	\$3,259	\$3,099	\$2,939

Note: Models with "x" indicates the CB has an extra support bolt, and an extra ARS unit is required.

Terms & Conditions: Includes custom measurements, fabrication, and installation of approved ARS CL12™.
Catch Basin Cleaning prior to install not included. Traffic Control during installation not included.

EDC-13 Filter Basket Insert (FBI) (Fabricated and Installed):

Size	Product Model	Volume Discounts					Combo- Discount
		3-5 Devices (Per Device)	6-20 Devices (Per Device)	21-100 Devices (Per Device)	101-500 Devices (Per Device)	501+ Devices (Per Device)	With ARS in Same CB
14" x 30"	G2-EDC-1430	\$595	\$520	\$495	\$470	\$445	(\$50)

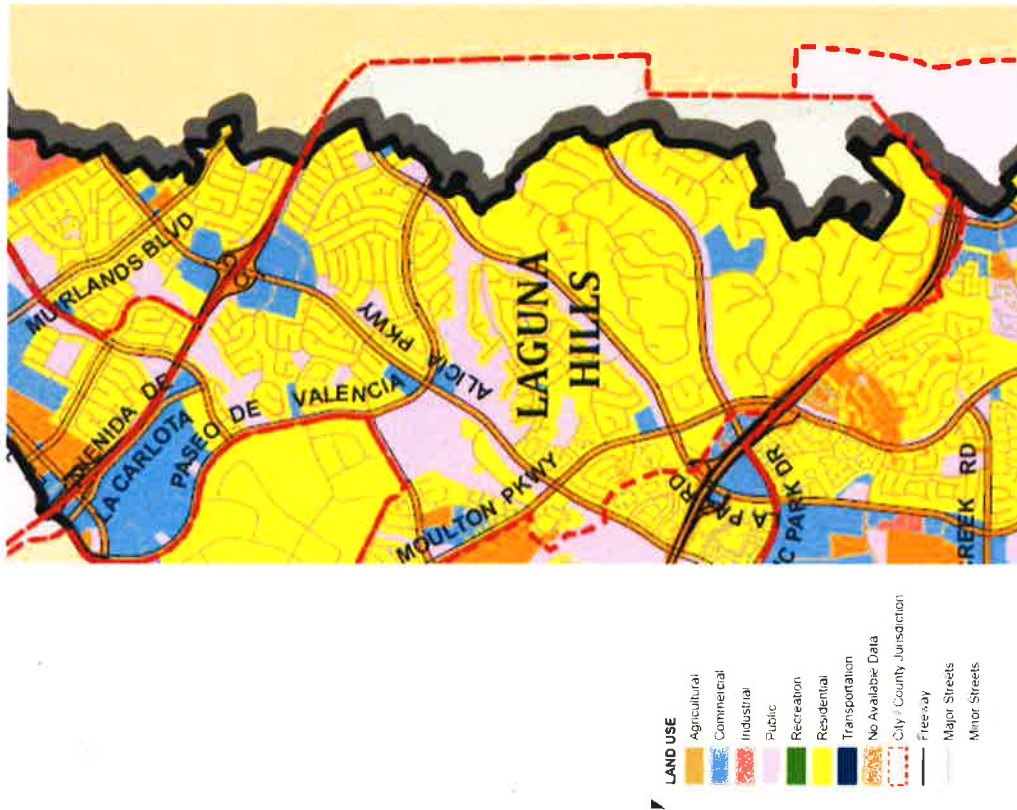
Terms & Conditions: Includes standard fabrication and installation.
Catch Basin Cleaning prior to install not included. Traffic Control during installation not included.

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of One-hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will

ATTACHMENT 2

MAPS – PROJECT SITE & WATERSHED

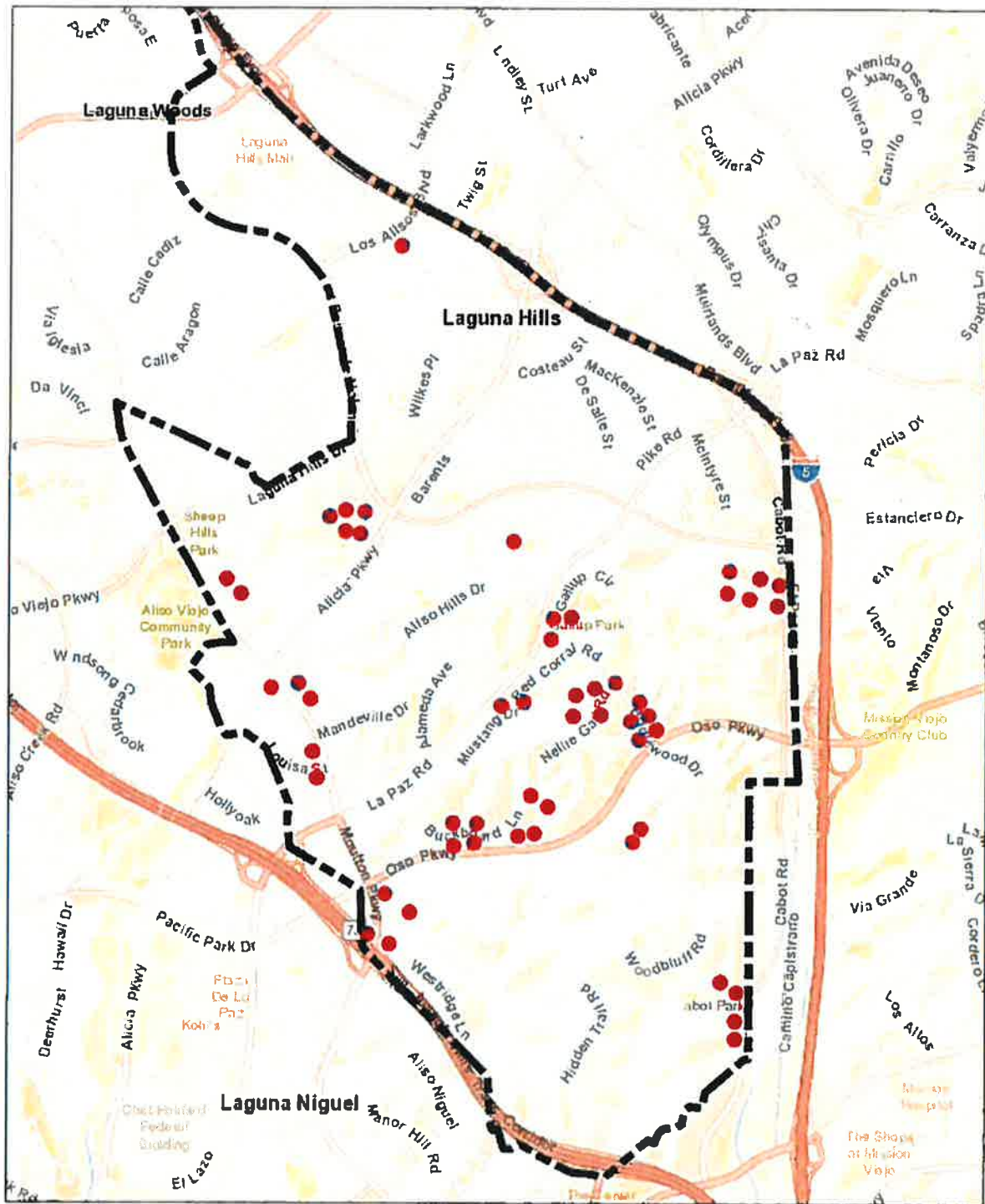
City of Laguna Hills – Watershed Maps



WATERSHED: ALISO CREEK
COUNTY OF ORANGE, CALIFORNIA



WATERSHED: SAN JUAN CREEK
COUNTY OF ORANGE, CALIFORNIA

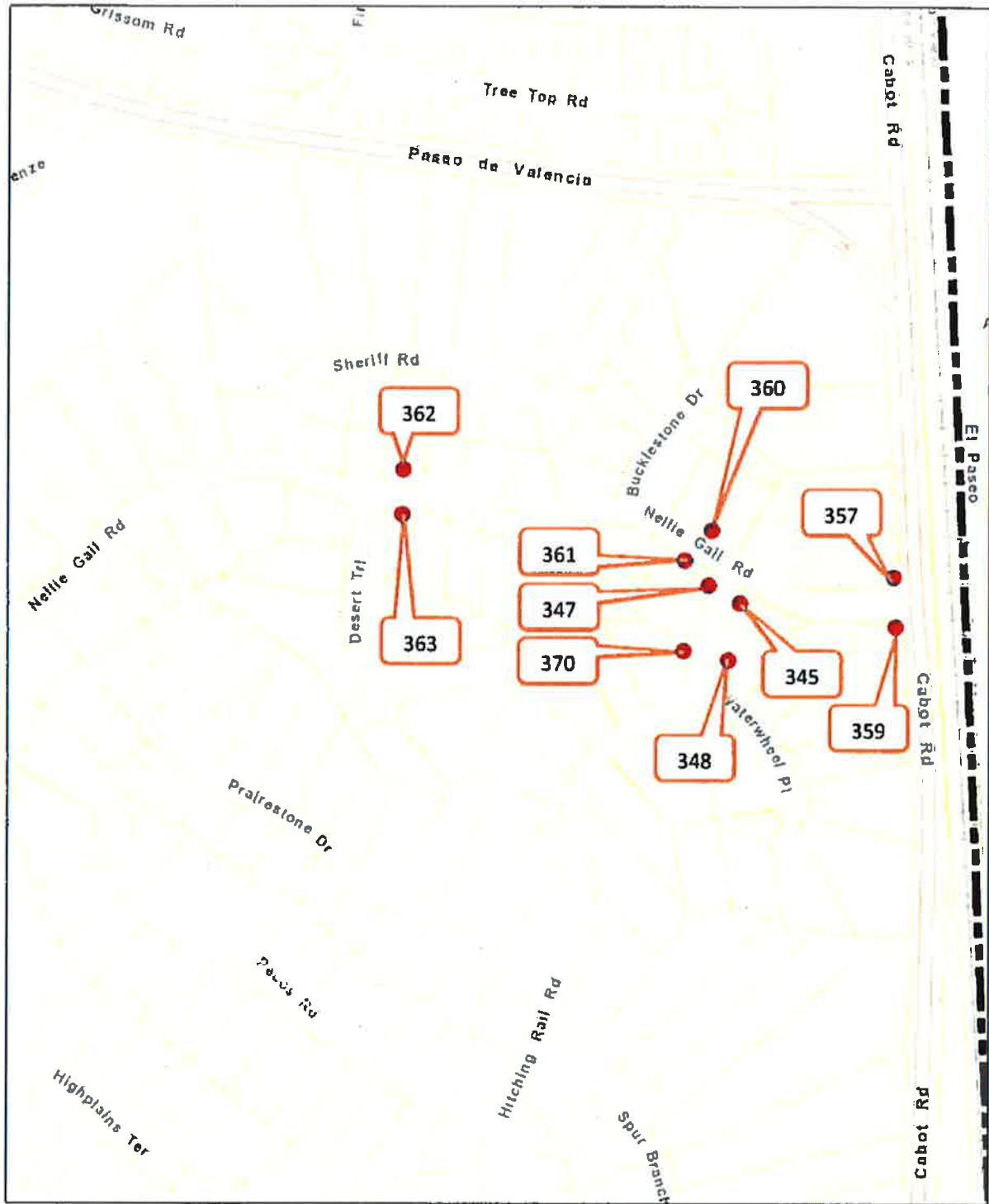


NORTH
 Date: 05/09/17

LAGUNA HILLS

PHASE VI



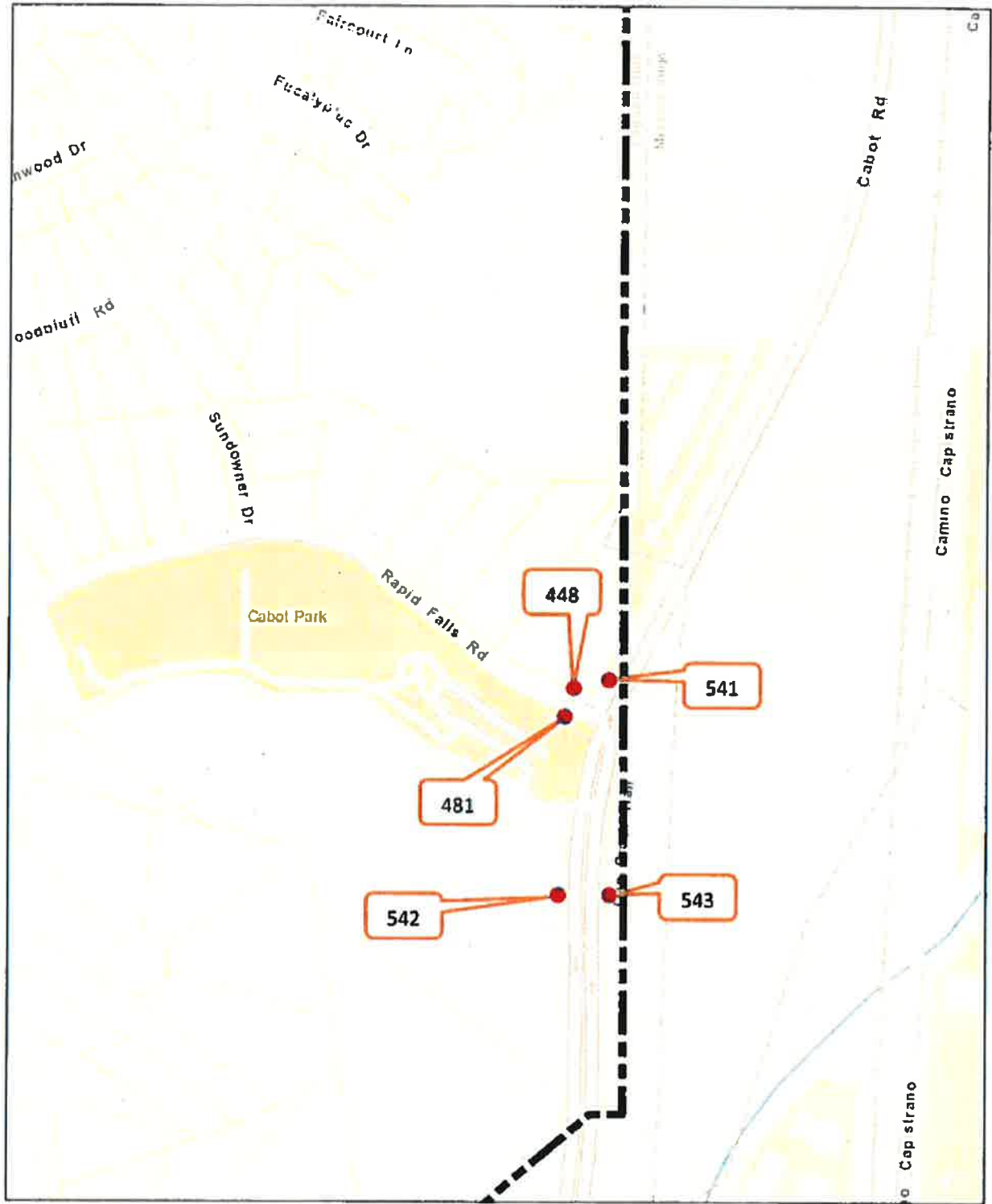


LAGUNA HILLS

PHASE VI

NORTH
Date: 05/09/17



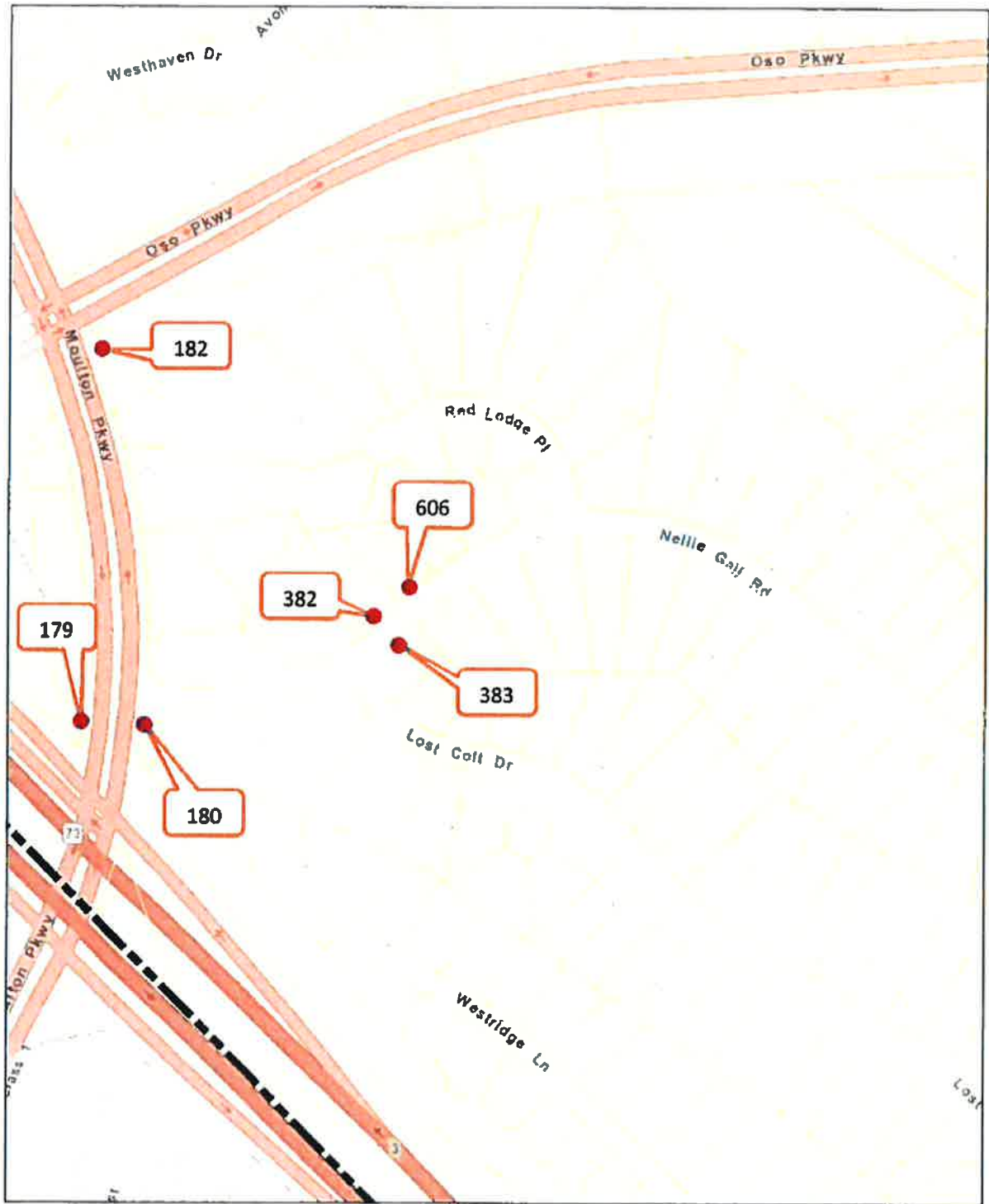


 NORTH
100m
300ft
Date: 05/09/17

LAGUNA HILLS

PHASE VI



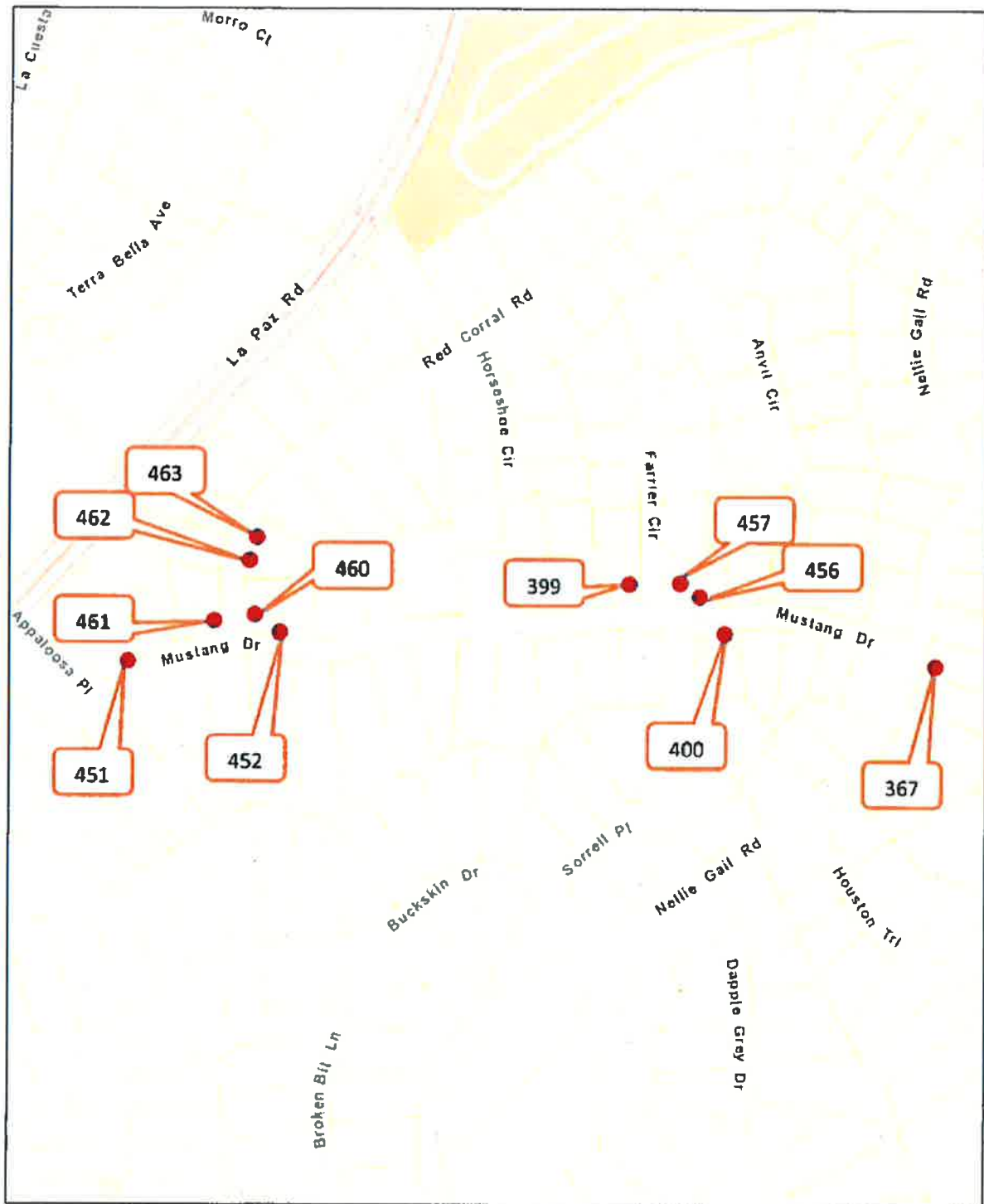



NORTH
Date: 05/09/17
100m
300ft

LAGUNA HILLS

PHASE VI

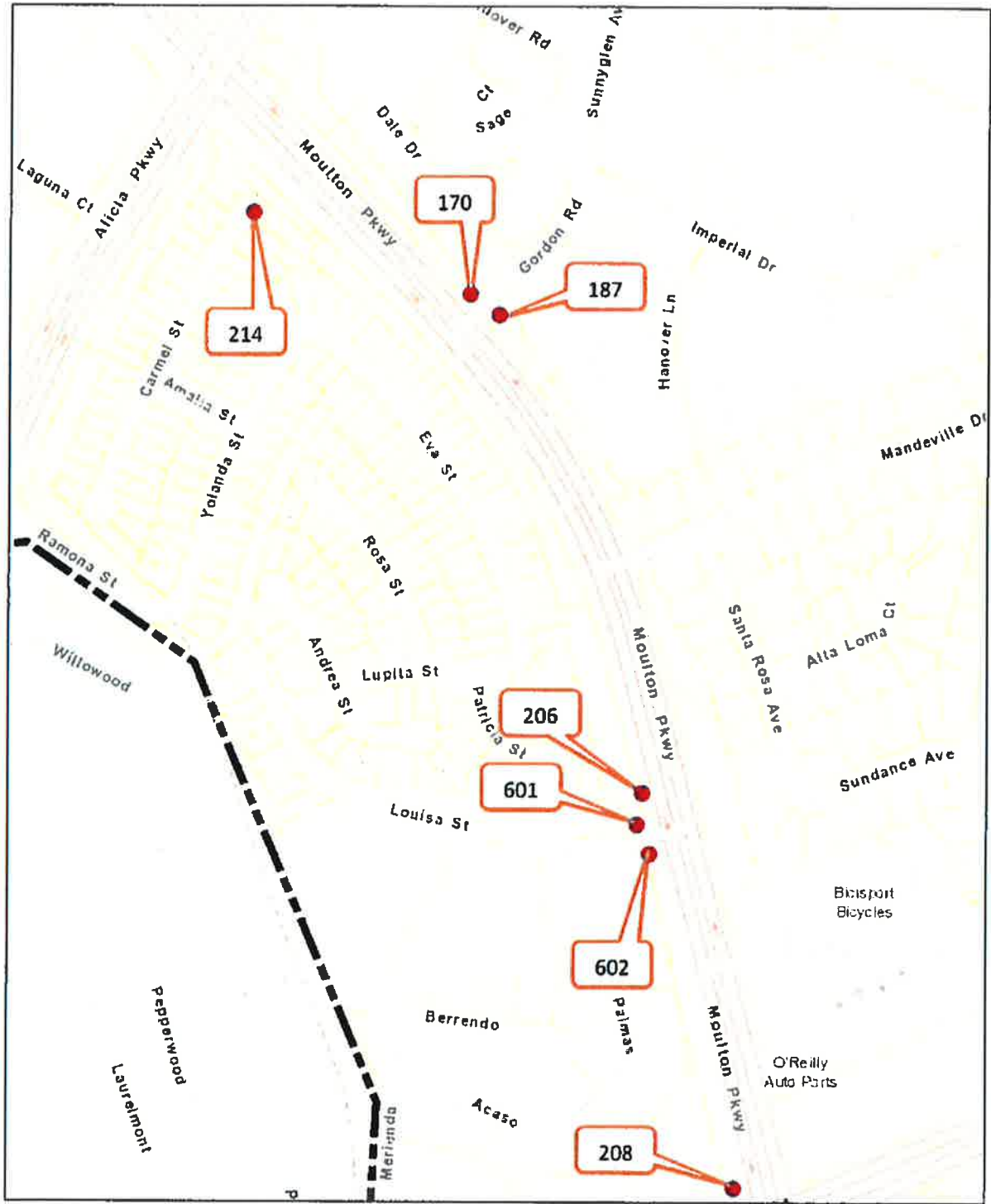




LAGUNA HILLS

PHASE VI



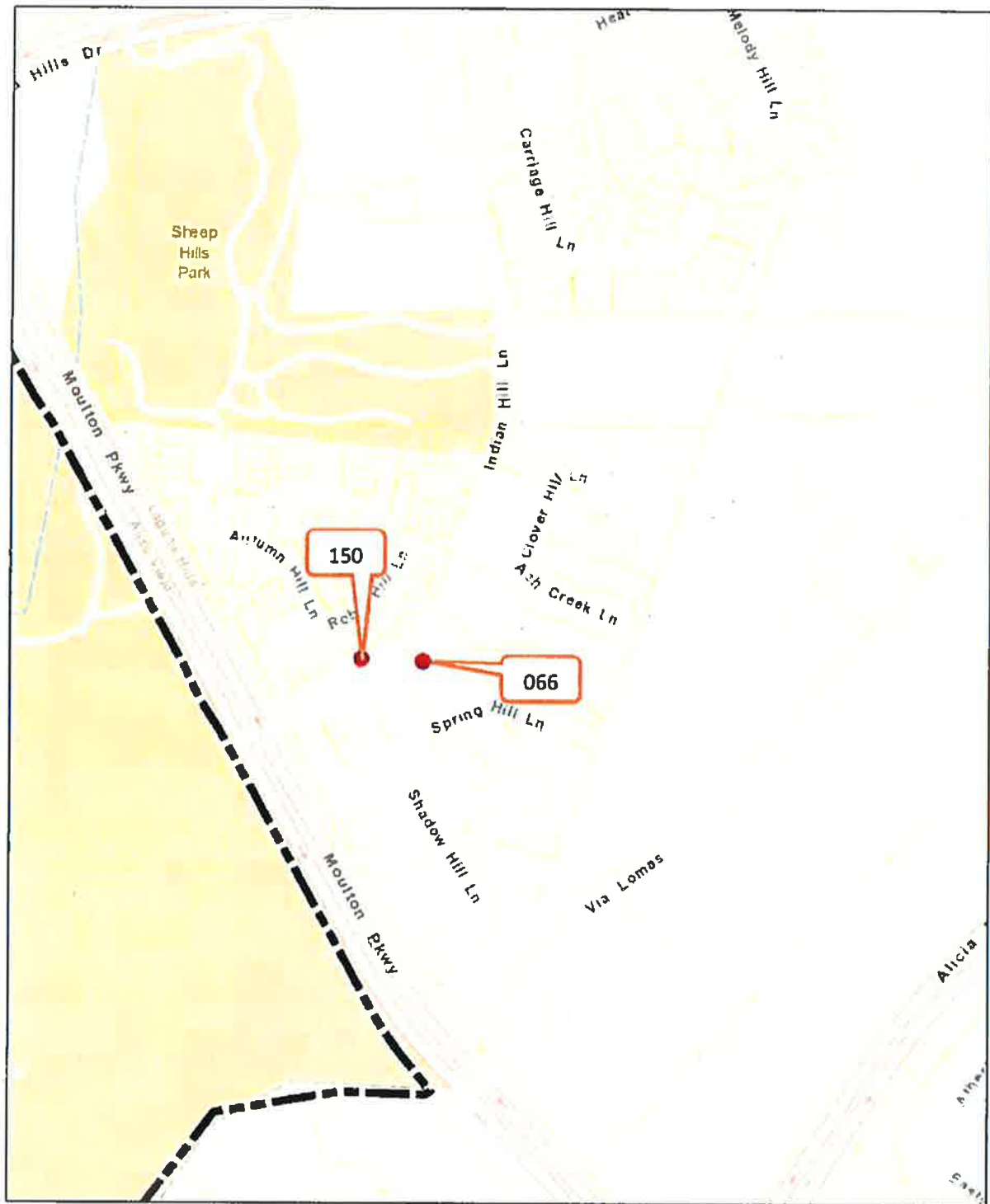


NORTH  100m
300ft
Date: 05/09/17

LAGUNA HILLS

PHASE VI



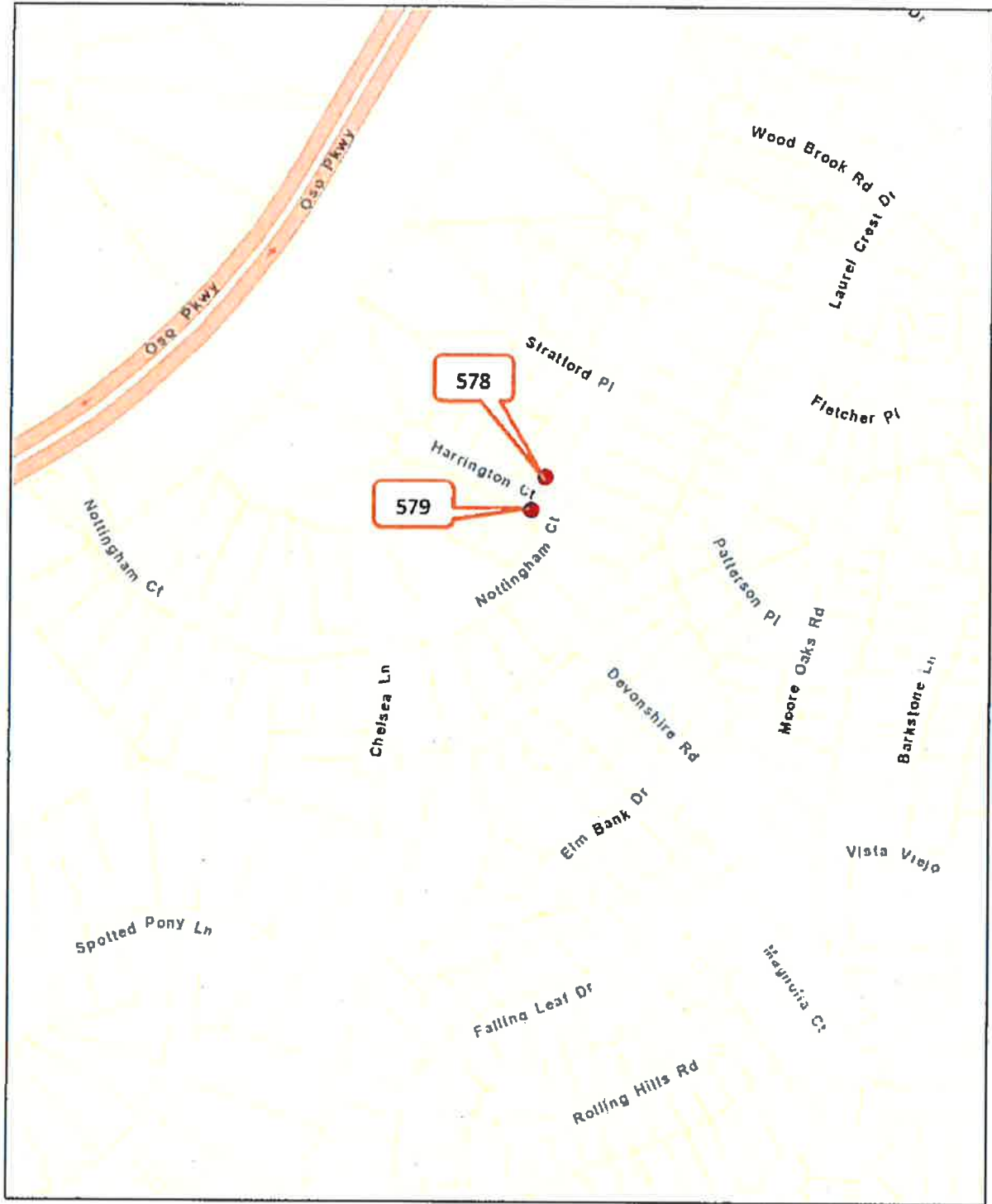


 NORTH
Date: 05/09/17
95m
300ft

LAGUNA HILLS

PHASE VI

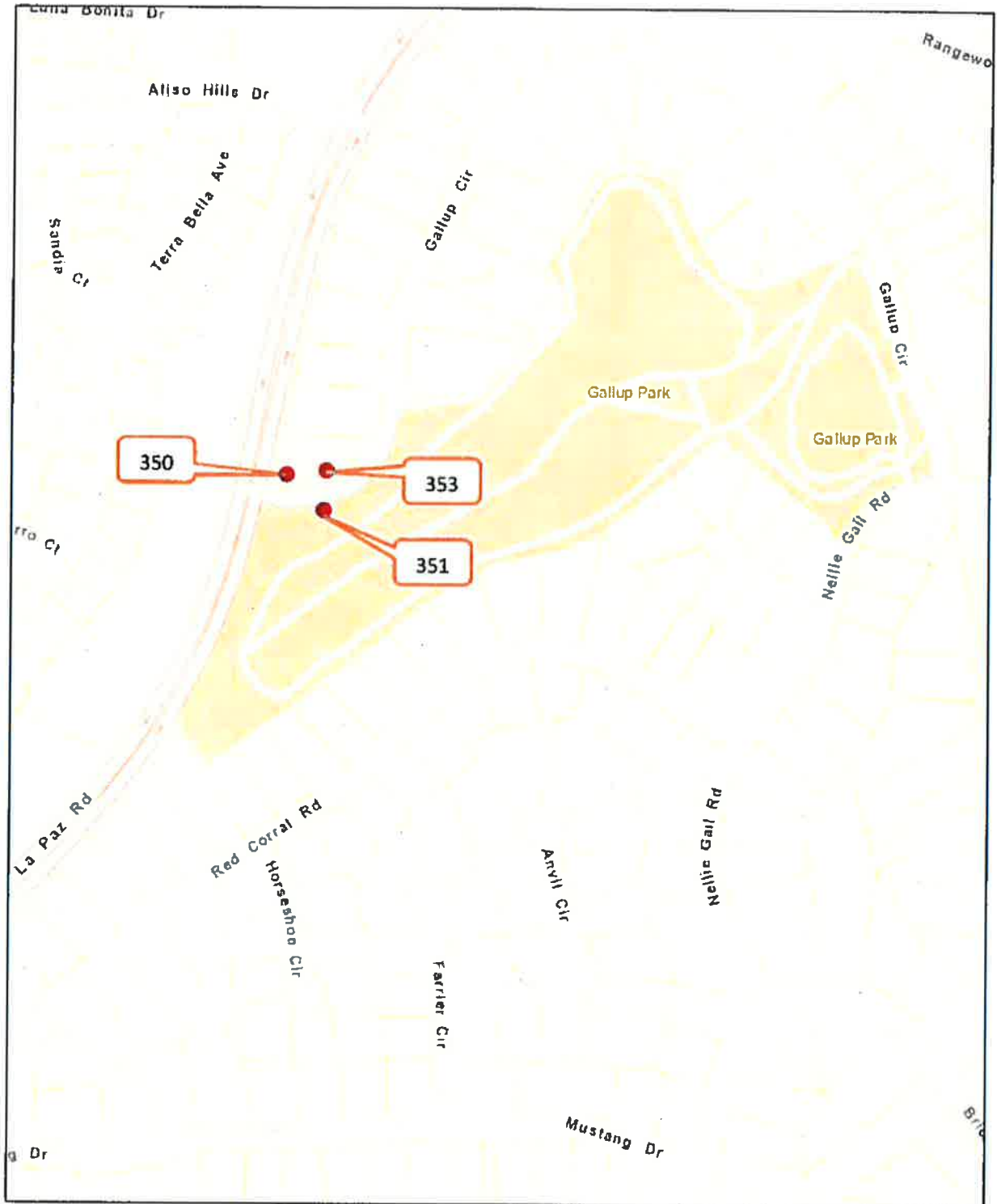




LAGUNA HILLS

PHASE VI



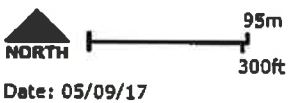
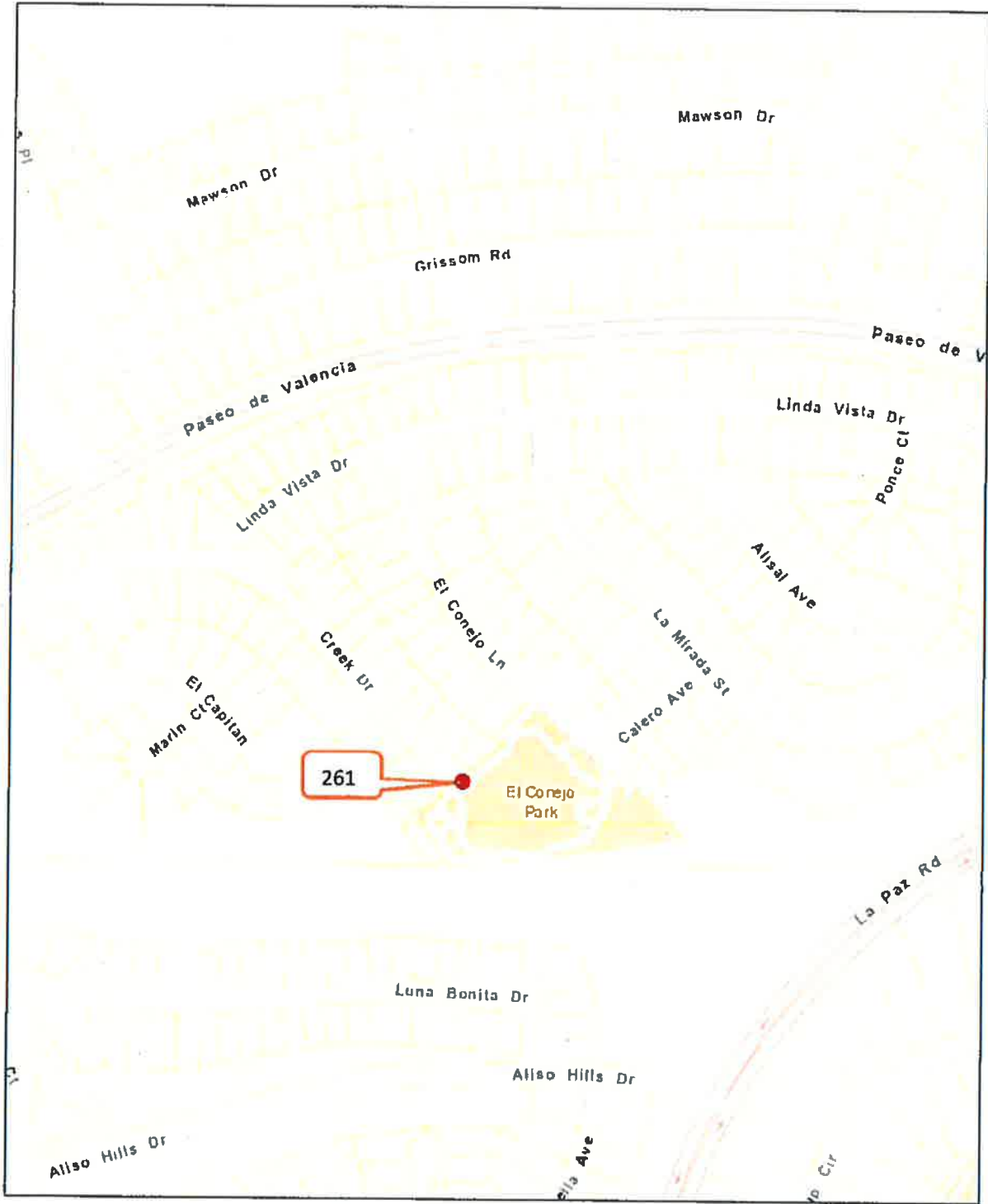


LAGUNA HILLS

PHASE VI


NORTH
Date: 05/09/17
95m
300ft

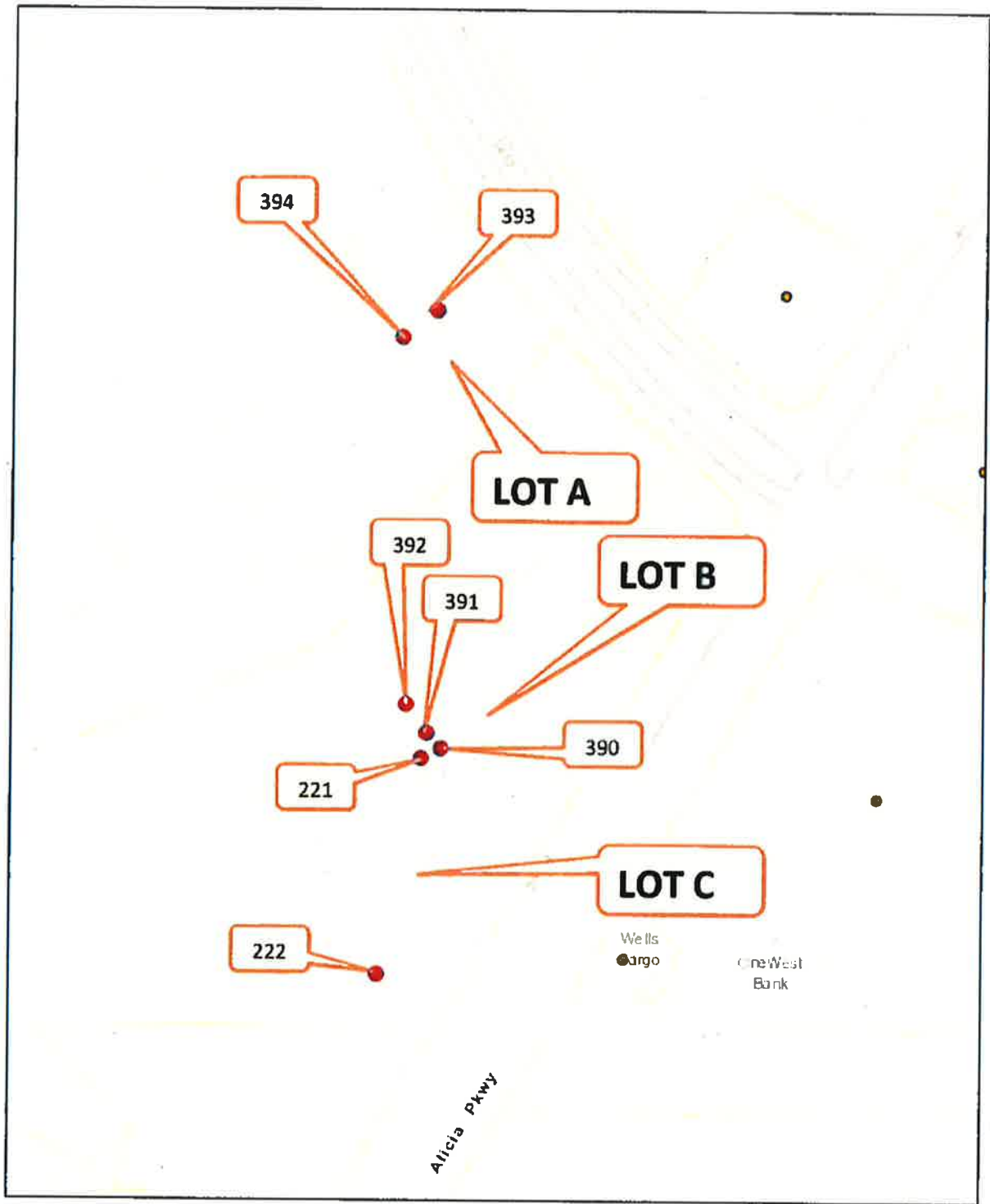


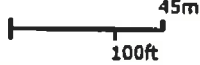


LAGUNA HILLS

PHASE VI



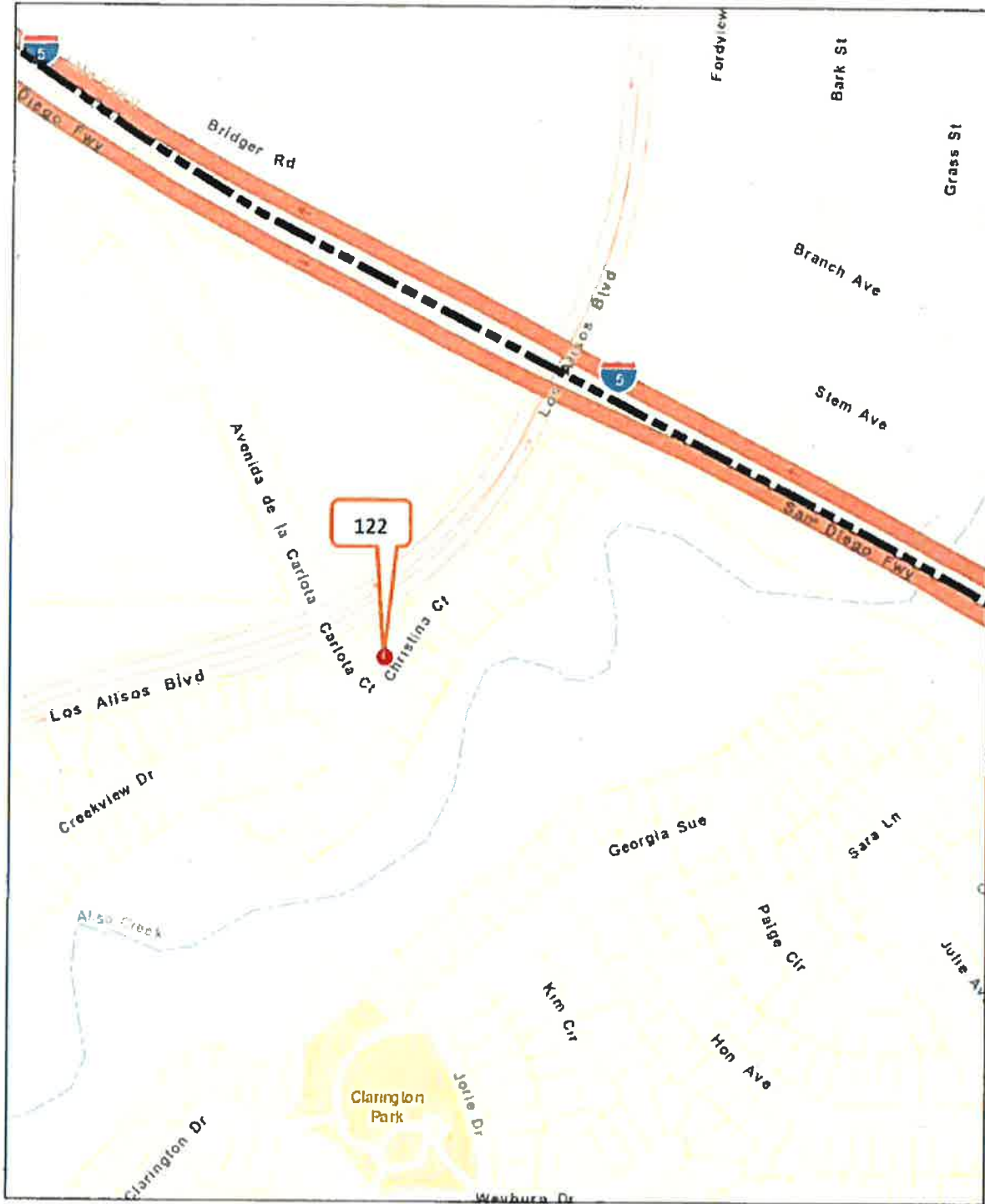



NORTH
Date: 05/09/17

100ft 45m

LAGUNA HILLS

PHASE VI



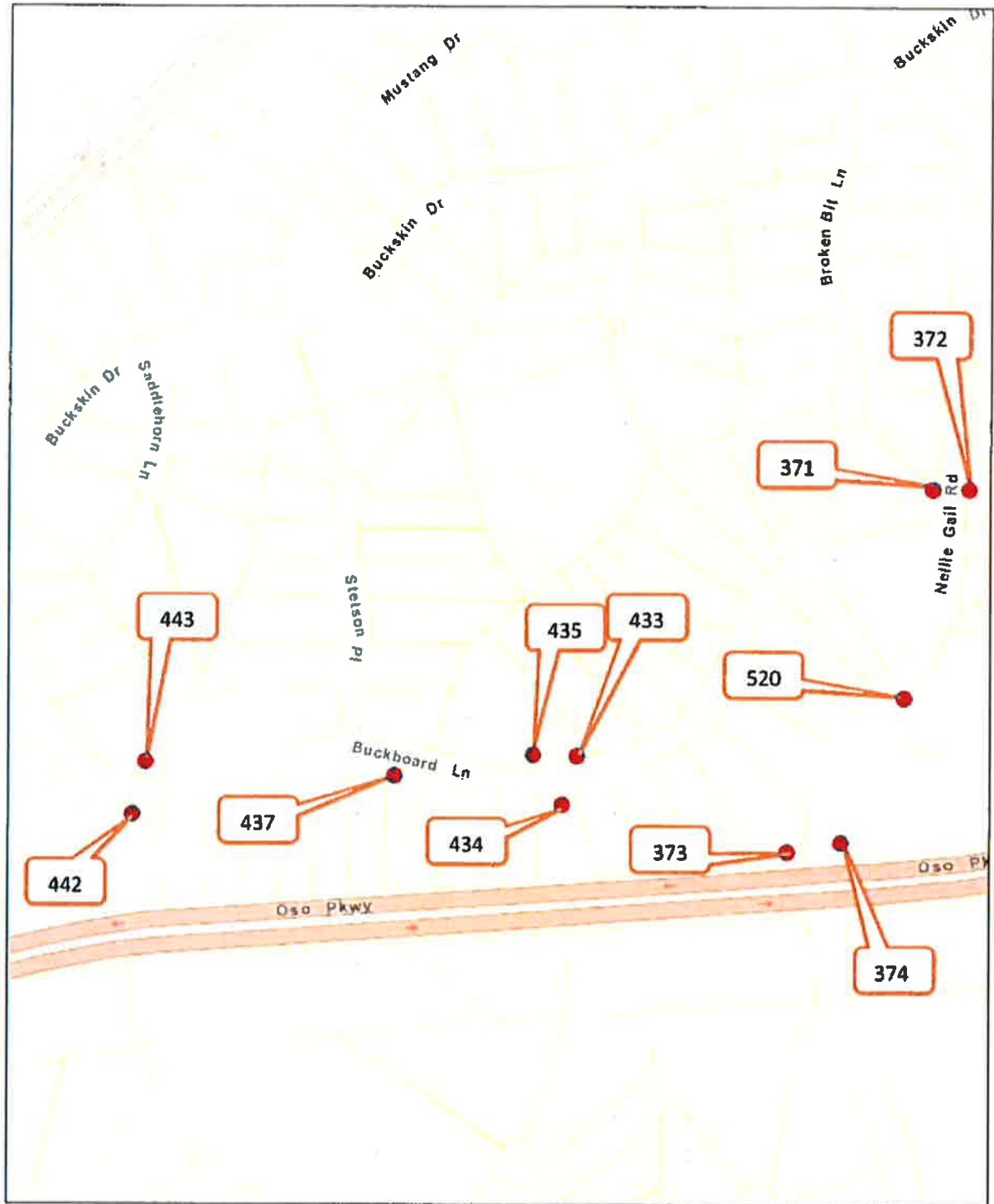


NORTH  95m
300ft
Date: 05/09/17

LAGUNA HILLS

PHASE VI



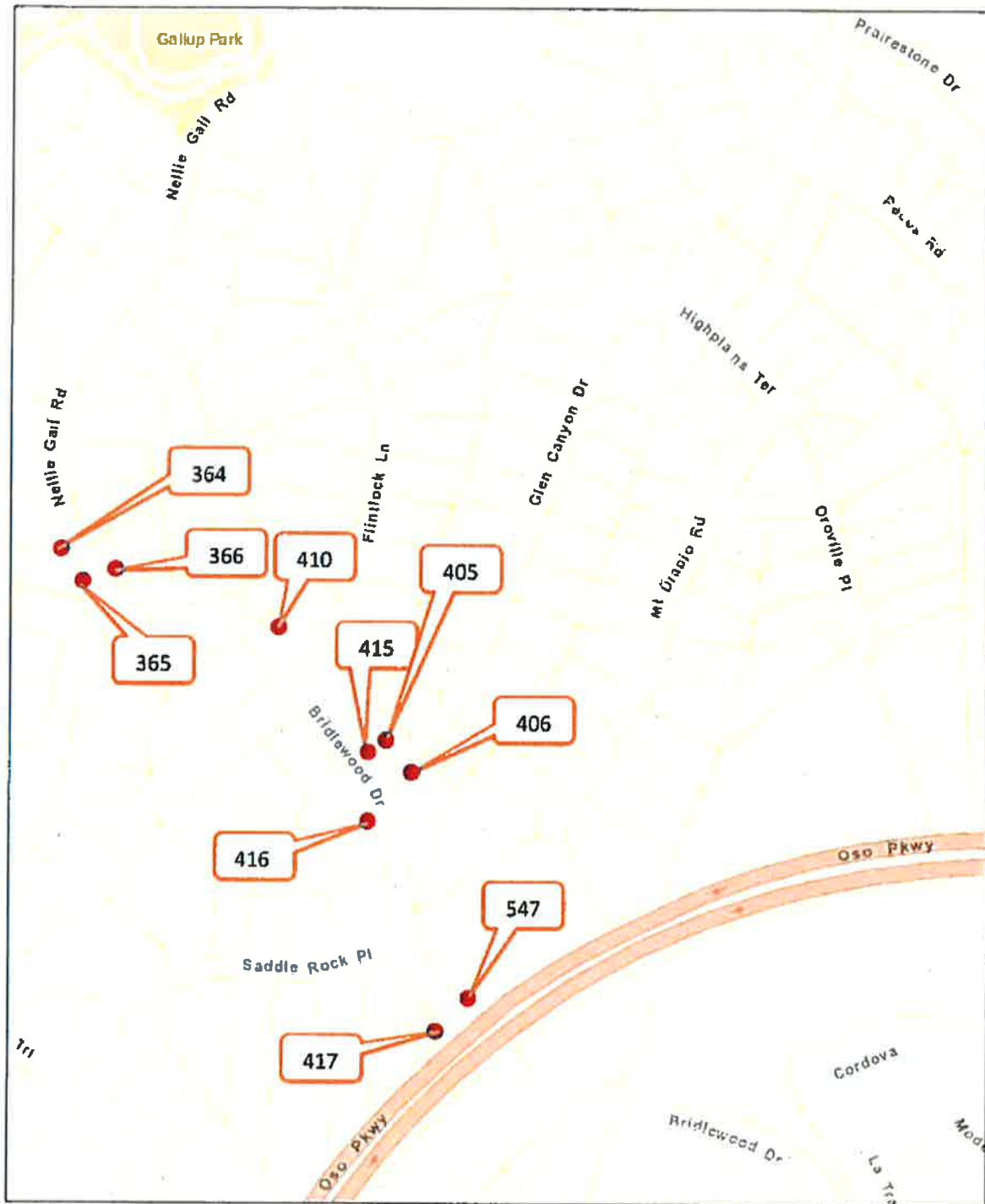



NORTH
Date: 05/09/17
100m
300ft

LAGUNA HILLS

PHASE VI






NORTH
Date: 05/09/17
95m
300ft

LAGUNA HILLS

PHASE VI



ATTACHMENT 3

PHOTOS – PROJECT CATCH BASINS

(REPRESENTATIVE SAMPLES)

City of Laguna Hills

Photos of Phase VI Project Catch Basins

Representative Sample

CB# 180 & 182 Moulton Pkwy



CB# 208 Moulton Pkwy



CB# 206 Moulton Pkwy



CB# 602 Louisa St x Moulton Pkwy



CB# 601 Louisa St x Moulton Pkwy



CB# 373 Nellie Gail x Oso Pkwy



CB# 547 Bridlewood x Oso Pkwy



CB# 541 Cabot Rd



CB# 542 Cabot Rd.



CB# 543 Cabot Rd.



CB# 541 Cabot Rd.



CB# 214 Carmel



CB# 122 Yolanda



CB# 353 Gallup Cir x La Paz



CB# 351 Gallup Cir x La Paz



ATTACHMENT 4

DETAILED PROJECT SCHEDULE

DETAILED PROJECT SCHEDULE

Assuming the funding is awarded by OCTA in October 2017, the City schedule is as follows:

City Council Approval	Dec 12, 2017
Award of Contract	Dec 12, 2017
Notice to Proceed	Dec 13, 2017
Installation Start	Dec 18, 2017
Installation Completion	Jan 19, 2018
Final Inspection & SignOff	Jan 19, 2018



Lic. #801253 - A, C8, C60

1352 E. Borchard Ave.
Santa Ana, CA 92705
714.748.4242
info@g2construction.com

Installation Schedule

City of Laguna Hills

2017-18 OCTA Measure M2 ECP, Tier 1

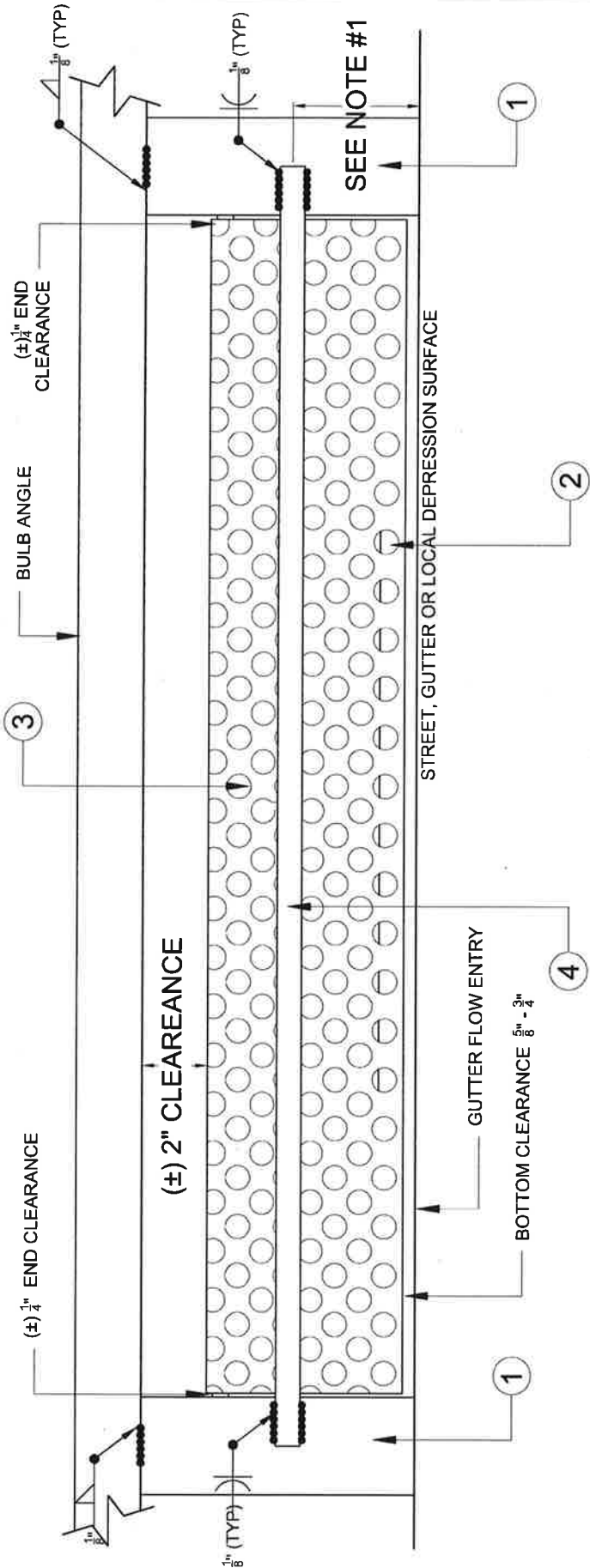
May 3, 2017

Action	Time (from signed contract)
1. Evaluate all catch basins and take detailed measurements.	0.5 week
2. Fabricate all custom ARS CL12™	1 weeks
3. Install all custom fitted ARS CL12™	3 weeks
4. Inspection and sign-off	0.5 weeks
 TOTAL PROJECT (start to finish)	 5 WEEKS

ATTACHMENT 5

DESIGN DRAWINGS & INFO

G2 Construction, Inc.
Automatic Retractable Screen (ARS)
Model: CL12™
Patent Pending



NOTE #1: PROTECTION BAR AT SCREEN MID HEIGHT

FRONT VIEW DOUBLE CAM LOCKING GATE

NOTE:
DIMENSIONS FOR SCREEN VARIES BY
CATCH BASIN AND CUSTOMER NEEDS

DRAWINGS NOT TO SCALE

ITEM	DESCRIPTION	SIZE
1	KICK PLATES 304 STAINLESS STEEL	3" X 3/16" X H (VARIABLE)
2	ANGLE 304 STAINLESS STEEL	3/4" X 3/4" X 1/8"
3	3/4" DIAMETER PERF. METAL SCREEN 304 S.S.	12 GAUGE
4	SOI IN ROUND PROTECTION BAR	3/4" DIAMETER

PROPRIETARY PROPERTY
DOUBLE CAM LOCKING TECHNOLOGY

DRAWING 1 OF 4

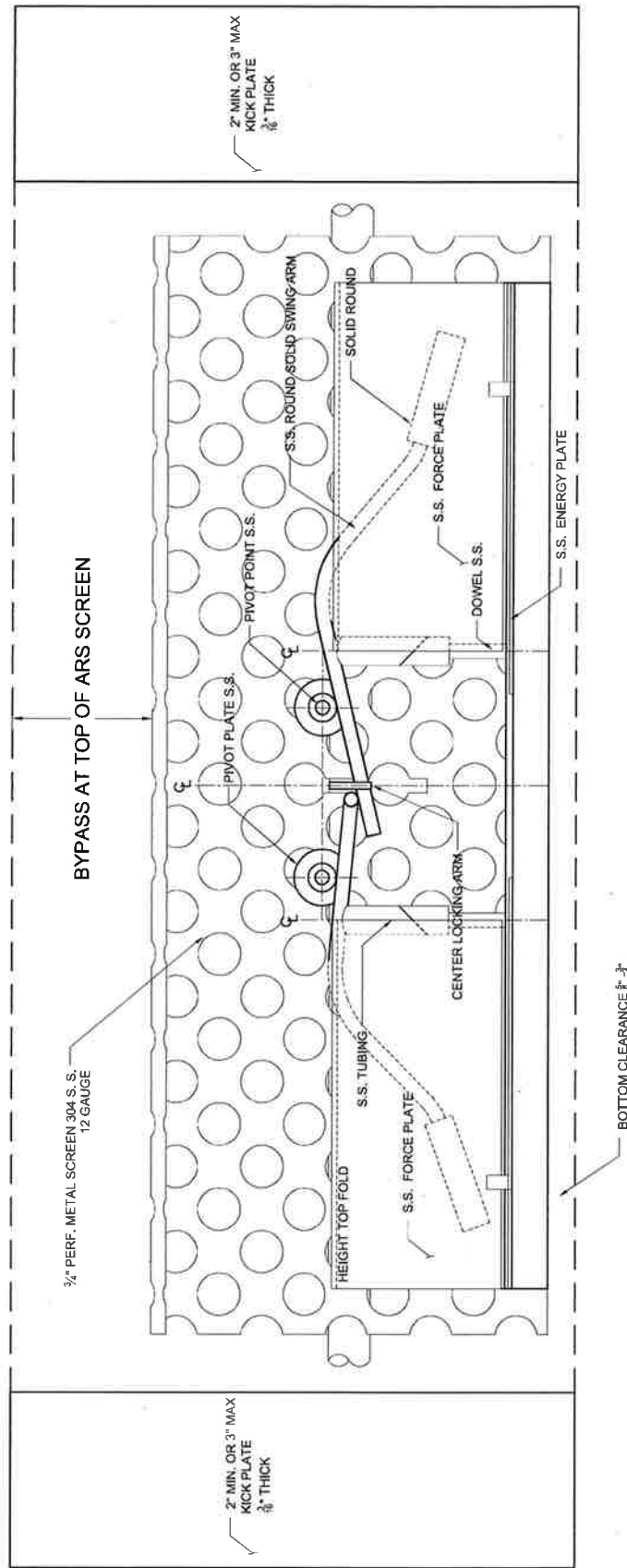
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Manufactured and Installed Exclusively by:
G2 Construction, Inc.

(714) 748- 4242 - OFFICE
info@g2construction.com

CA Lic. # 801253 A, C-8, C-60
13331 Garden Grove Blvd, Suite K
Garden Grove, CA 92843

G2 Construction, Inc.
Automatic Retractable Screen (ARS)
Model: CL12™
 Patent Pending



REAR VIEW DOUBLE CAM LOCKING SYSTEM

NOTE:
 DIMENSIONS FOR SCREEN VARIES BY
 CATCH BASIN AND CUSTOMER NEEDS

DRAWINGS NOT TO SCALE

PROPRIETARY PROPERTY
 DOUBLE CAM LOCKING TECHNOLOGY

DRAWING 2 OF 4

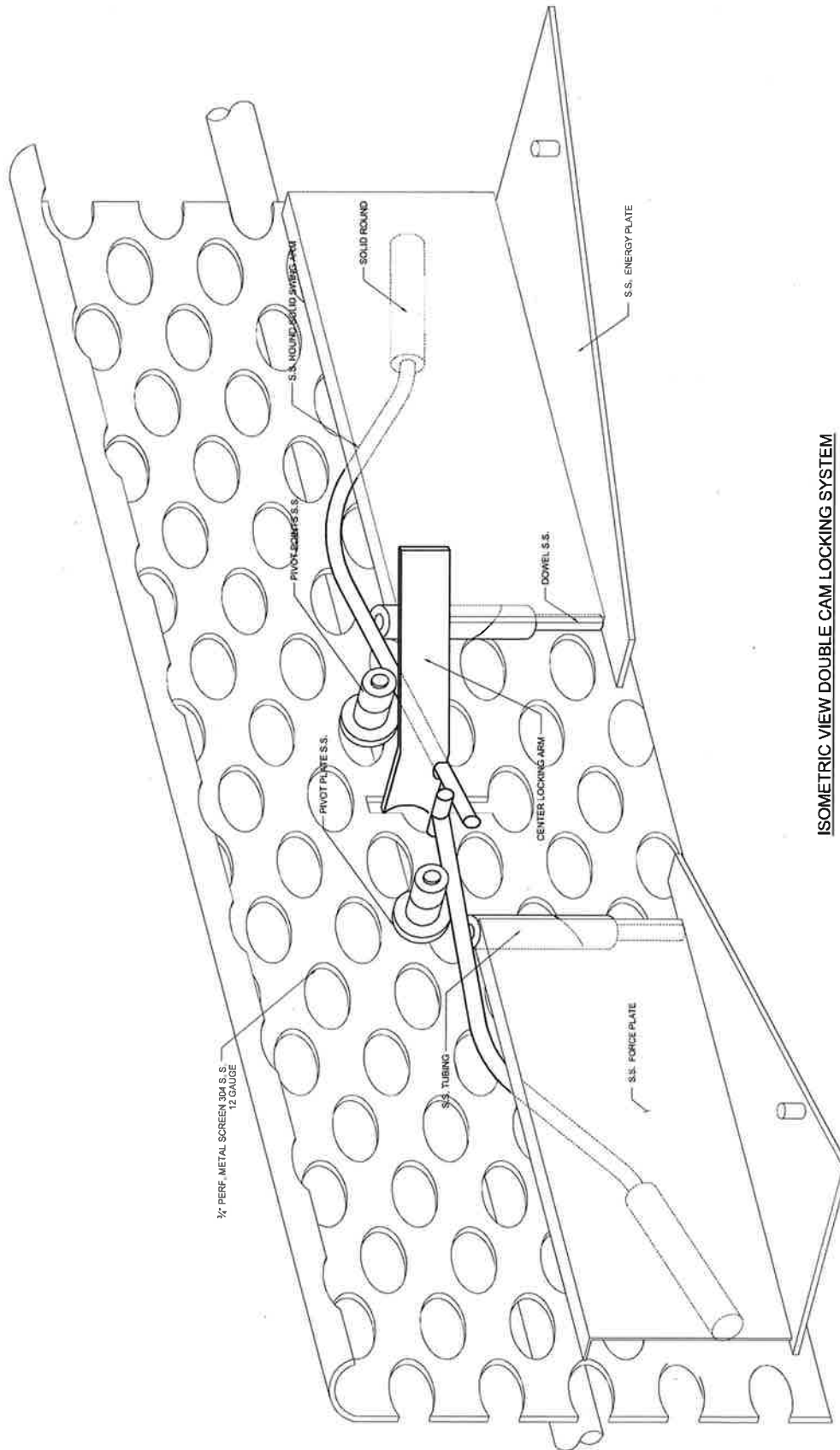
Attachment: Tier 1 ECP Application (1296 : Grant Application for Environmental Cleanup Program - Phase VI Catch Basin Debris Gate Project)

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 info@g2construction.com

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 Garden Grove, CA 92843

G2 Construction, Inc.
Automatic Retractable Screen (ARS)
Model: CL12™
 Patent Pending



ISOMETRIC VIEW DOUBLE CAM LOCKING SYSTEM

NOTE:
 DIMENSIONS FOR SCREEN VARIES BY
 CATCH BASIN AND CUSTOMER NEEDS

DRAWINGS NOT TO SCALE

PROPRIETARY PROPERTY
 DOUBLE CAM LOCKING TECHNOLOGY

DRAWING 3 OF 4

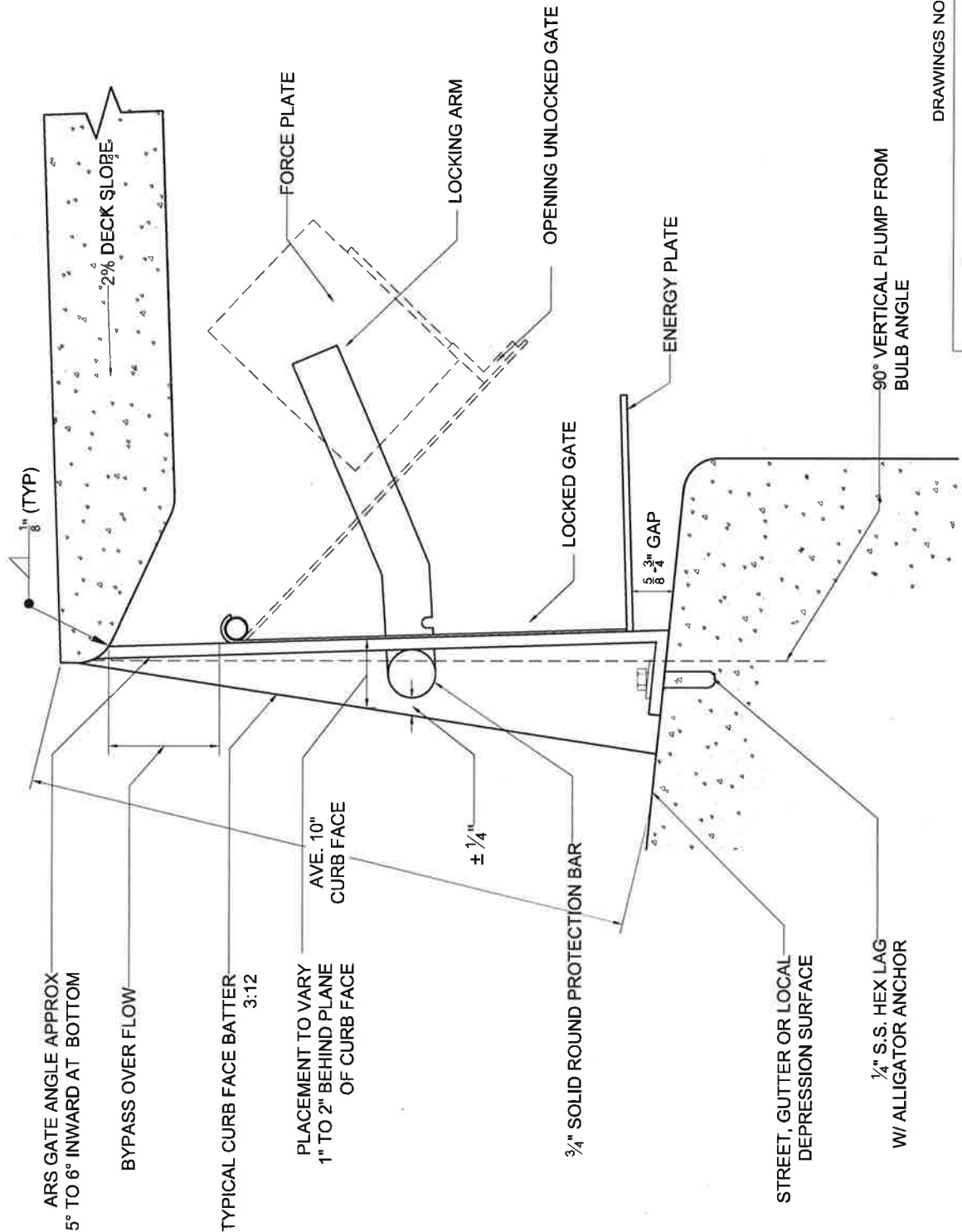
3.11.c

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 Garden Grove, CA 92843

G2 Construction, Inc.
Automatic Retractable Screen (ARS)
Model: CL12TM
Patent Pending



DRAWINGS NOT TO SCALE

PROPRIETARY PROPERTY

DOUBLE CAM LOCKING TECHNOLOGY

DRAWING 4 OF 4

SIDE VIEW DOUBLE CAM LOCKING GATE

Manufactured and Installed Exclusively by:
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info@g2construction.com

CA Lic. # 801253 A, C-8, C-60
13331 Garden Grove Blvd, Suite K
Garden Grove, CA 92843

Packet Pg. 174

G2 ARS CamLock Series™

(Patent Pending)

Automatic Retractable Screen (ARS) CL12™ (Pat. Pend.)

Function:

- Stops all pollutants ¾ inches and larger from entering catch basins and water systems.
- Pollutants prevented from entering the catch basin:
 - Primary: plastics (food containers, bags, bottles); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other objects (balls, toys).
 - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.
- Automatically unlocks and opens during storm events to prevent street flooding.
- Automatically re-locks in the closed position after storm to prevent pollutant access.

Design, Flexibility, & Approval:

- Custom designed and fabricated for each catch basin; no two CBs are exactly alike.
- Fits any standard curb-face catch basin opening.
- Approved by Los Angeles County DPW, Orange County DPW, OCTA, San Francisco Bay Area, Contra Costa County DPW, and Agencies nationally.

Material, Fabrication, & Expected Life:

- 100% stainless steel device (see detailed drawings).
- Fabricated in Orange County. *"Made in California, USA"*
- 10-year expected life.

Value:

- Significantly reduces catch basin cleaning requirements and costs.
- Low initial capital investment cost relative to other proven water quality BMPs.
- Low total lifetime cost compared to any water quality BMP or "doing nothing".
- Requires no replacement filters or parts.
- Works in harmony with regular street sweeping programs.

Aesthetics & Public Outreach:

- Beautiful stainless steel device adds aesthetic value to any street.
- Residents perceive the ARS CL12™ to be an environmental benefit and source of pride.

Recommended with **G2's CPS-Mod Series™** screens, for the most complete full-capture system.

G2 ARS CamLock Series™

(Patent Pending)

ARS CL12™ Installations



www.G2construction.com 714.748.4242
13331 Garden Grove Blvd, Suite K, Garden Grove, CA 92843

info@g2construction.com
CA State License # 801253 - A, C8, C60

ATTACHMENT 6

CITY COUNCIL RESOLUTION

DRAFT

Scheduled for Approval: June 13, 2017

RESOLUTION NO. 2017-06-13-??

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE PHASE VI CATCH BASIN DEBRIS GATE PROJECT

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

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Laguna Hills possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City of Laguna Hills authorizes the nomination of the Phase VI Catch Debris Gate Project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Hills to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Hills will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Laguna Hills will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Laguna Hills will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

Resolution No. 2017-06-13-??

WHEREAS, the City of Laguna Hills will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Laguna Hills must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Laguna Hills authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of Laguna Hills will provide a minimum of 20% in matching funds for the Phase VI Catch Debris Gate Project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

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

SECTION 1. The City Council of the City of Laguna Hills hereby authorizes Kenneth H. Rosenfield, P.E., City Engineer, as the official representative of the City of Laguna Hills to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Phase VI Catch Debris Gate Project.

SECTION 2. The City Council of the City of Laguna Hills agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Resolution No. 2017-06-13-??

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2017-
06-13-?? adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 13th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

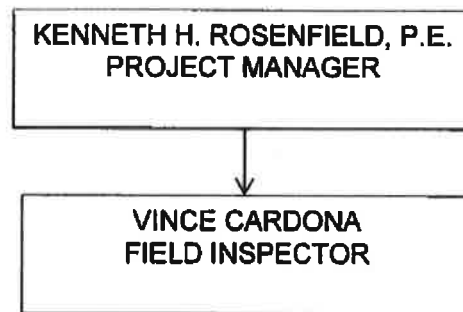
(SEAL)

MELISSA AU-YEUNG, CITY CLERK

ATTACHMENT 7

CITY STAFF ORGANIZATION

CITY STAFF ORGANIZATIONAL CHART



Kenneth H. Rosenfield, P.E. – Director of Public Services/City Engineer
Mr. Rosenfield will manage the project. He has managed the installation of debris gate installations in approximately 410 locations throughout Laguna Hills.

Vince Cardona – Public Works Inspector
Mr. Cardona will be the field inspector during this project. He will review and inspect all field installations and will be the contact for field issues.

ATTACHMENT 8

VENDOR & INSTALLER CREDENTIALS



G2 Construction, Inc.

Product Information

&

Vendor Credentials

G2 ARS CamLock Series™

(Patent Pending)

Automatic Retractable Screen (ARS) CL12™ (Pat. Pend.)

Function:

- Stops all pollutants ¾ inches and larger from entering catch basins and water systems.
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 - Primary: plastics (food containers, bags, bottles); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other objects (balls, toys).
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Design, Flexibility, & Approval:

- Custom designed and fabricated for each catch basin; no two CBs are exactly alike.
- Fits any standard curb-face catch basin opening.
- Approved by Los Angeles County DPW, Orange County DPW, OCTA, San Francisco Bay Area, Contra Costa County DPW, and Agencies nationally.

Material, Fabrication, & Expected Life:

- 100% stainless steel device (see detailed drawings).
- Fabricated in Orange County. *"Made in California, USA"*
- 10-year expected life.

Value:

- Significantly reduces catch basin cleaning requirements and costs.
- Low initial capital investment cost relative to other proven water quality BMPs.
- Low total lifetime cost compared to any water quality BMP or "doing nothing".
- Requires no replacement filters or parts.
- Works in harmony with regular street sweeping programs.

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- Beautiful stainless steel device adds aesthetic value to any street.
- Residents perceive the ARS CL12™ to be an environmental benefit and source of pride.

Recommended with **G2's CPS-Mod Series™** screens, for the most complete full-capture system.

G2 ARS CamLock Series™

(Patent Pending)

ARS CL12™ Installations



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13331 Garden Grove Blvd, Suite K, Garden Grove, CA 92843

714.748.4242

info@g2construction.com
CA State License # 801253 - A, C8, C60



CREDENTIALS & QUALIFICATIONS

Background & Experience

G2 Construction started operations in Orange County in 2001 with strong foundations in welding, concrete construction, shop fabrication, and field work. The company began designing, fabricating, and installing catch basin curb opening automatic retractable screens (ARS) and full-capture connector pipe screens (CPS) and other stormwater protection devices for Los Angeles County Department of Public Works (LACDPW) and southern California municipalities in 2002.

Since then, G2 has fabricated and installed tens of thousands of approved catch basin inserts and screen covers on hundreds of stormwater projects in the Orange County and Los Angeles area. G2 offers complete solutions by performing project evaluation and consultation on stormwater devices and then designing, fabricating, and installing highly effective devices to meet and exceed specifications.

G2's General Credentials

- Los Angeles County Public Works (LACDPW) approved products: ARS CL12™, CPS, EDC13 Filter Basket
- Orange County Public Works (OCPW) approved: ARS CL12™, CPS, EDC13 Filter Basket
- OCPW ranks G2 Construction as their #1 stormwater device provider (2014 RFP).
- Orange County Transportation Association (OCTA) M2 Environmental Cleanup Program
- City of Los Angeles approved products: ARS CL12™, CPS
- Association of Bay Area Governments (ABAG) Approved products (all)
- California Contractor Licenses: A (General Contractor), C-8 (Concrete), C60 (Welding)
- Disadvantaged Business Entity (DBE) certified. [see Attachments]
- Minority Business Entity (DBE) certified. [see Attachments]
- Small Business Entity (SBE) certified. [see Attachments]

G2's Technical Expertise

G2 Construction is at the forefront of the stormwater device industry. G2 has designed and fabricated the most advanced stormwater protection devices to solve the needs of public agencies and private developers. Our advanced methodologies for fabrication and installation have made G2 the industry leader in providing custom-fitted stainless steel catch basin inserts and curb opening screen covers.

G2 has developed a high degree of technical expertise by incorporating all phases (evaluation, consulting, design, fabrication, installation, reporting) of stormwater projects, and learning from hundreds of installed projects over the years. We have become extremely familiar with all the procedures required for success.

Our depth of knowledge and technical experience has been the result of solving many dozens of challenges and constraints of projects over two decades. This includes, among many others, solving for all the various catch basin types and sizes and conditions that we face in the field.

We've learned something new from most projects and most clients. Our experiences with cities in Orange County and throughout southern California have been very good for many years. Because many cities have developed an advanced knowledge of the industry and recognize quality and value, it makes G2's work more effective, efficient, and valuable.

Fortunately, G2's strong culture for project management helps us to organize projects effectively and manage diverse teams. This has enabled G2 to have a 100% rate of success for completing projects and within budget.

G2 provides its technical expertise and installation services throughout California and focuses on the Orange County and Los Angeles County regions.

G2's customers provide additional insights into our qualifications. Attached are a few letters of our customer letters of recommendation.



REFERENCES

No	Company/Agency	Contact Person	Telephone #	Type(s) of device installed	Date(s) of Installation
1	Los Angeles County Dept. of Public Works Design Division	Erik Bautista	626-458-7964	ARS & CPS	2008 –2015
2	City of Calabasas	Alex Farassati, PH.D.	818-224-1600	ARS & CPS	2015 & 2013
3	City of Laguna Hills	Vince Cardona	949-707-2653	ARS	2004-2015
4	City of Lake Forest	Devin Slaven, P.E.	949-461-3436	ARS	1/2015 & 6/2015
5	City of Buena Park	Doug Brodowski	714-461-3436	ARS & CPS	12/2014
6	Los Angeles County (WMU0000005)	Kaony Huon County Inspector	626-445-4811	ARS	1/2014 – 2/2014
7	Kiewit Construction (405 Widening Project)	John Newsom	310-351-3573	ARS & CPS	2014
8	Culver City	Steve Finton, P.E. (now with City of Torrance)	310-253-6457	ARS & CPS	6/2014 – 12/2014
9	City of La Canada Flintridge	Nasser Shoushtarian	818-790-8882	ARS & CPS	2014
10	City of West Hollywood	Mila Sologub	323-848-6338	ARS	2004-2015



CITY of CALABASAS

February 24, 2016

To Whom It May Concern:

G2 Construction, Inc. was contracted by the City of Calabasas to fabricate and install their pre-approved automatic retractable screens (G2-ARS CL12) and full-capture connector pipe insert screens (G2-CPS) in 180 catch basins. This 2013 contract was for full-capture devices in catch basins owned by the City and LACDPW.

G2 assisted with the required catch basin measurements and evaluation, submitted the LA County Flood Control Permit application, and coordinated with the County throughout the project. The City is very satisfied with G2's products and services, and they were very good to work with. G2 finished the project on budget and within timeline, and was very responsive to the City's requests.

The City contracted with G2 a second time, in June 2015, for the Citywide catch basin curb screen project and they fabricated and installed an additional 2,500+ G2 screens in more than 1,000 catch basins between July-November 2016. Again, G2 was responsible for collecting field data required, acted as the City's agent on the LACDPW Flood Permit and managed the process Permit and coordinated with the County related work and inspections. G2 succeeded at finishing the installs on schedule and under budget. Their pre-approved products have been very effective in meeting our environmental goals and meeting regulations.

The City of Calabasas held a formal "Ribbon-Cutting" ceremony last month with the Mayor and members of the City Council to celebrate the success of this project. G2 participated in the event and received an award for timely completion of the project.

The City is very satisfied with G2 Construction and can recommend them for similar projects. If you have questions, please feel free to contact me at (818) 224-1680.

Regards,

Alex Farassati, Ph.D.

Environmental Services Manager

100 Civic Center Way, Calabasas, CA 91302

Tel: (818) 224-1600 Fax: (818) 225-7338

<http://www.cityofcalabasas.com/>



Culver CITY

PUBLIC WORKS DEPARTMENT

9770 Culver Boulevard, Culver City, California 90232



(310) 253-5600

FAX (310) 253-5626

Charles D. Herbertson, P.E., LS
Public Works Director and
City Engineer

Damian Skinner
Environmental Programs and
Operations Manager

April 21, 2015

Subject: Letter of Recommendation for G2 Construction, Inc.

Culver City entered into a contract with C2 Construction, Inc. (G2) in May 2014 to install Automatic Retractable Screens (ARS) and Connector Pipe Screens (CPS). Our experience with G2 began after a previous contractor ceased business operations during an earlier contract. G2 came highly recommended through several County and City sources. We rebid the project and G2 was the lowest bid.

The LACFCD Permit process was significantly simplified due to G2's ARS and CPS devices being pre-approved by the LACFCD. Also and perhaps more importantly, G2 is respected by LACFCD permit staff as a competent and responsible contractor. This reputation benefitted the project tremendously. During the water test process, the ARS pass rate was so high that the County reduced the number of tests required. This saved us time and money.

The administrative efficiency of G2 was also appreciated. Communication was frequent and installation data was ample. Submittal of final permit and grant reports was facilitated by G2's effective data organization.

G2's forces were deployed throughout the City in quiet neighborhoods and in some intense urban traffic congestion. They were careful to perform the work during hours that would mitigate traffic impacts and inconvenience to residents. There were no complaints received from any party during their work.

Ultimately G2 installed 394 ARS devices and 329 CPS devices for Culver City. This project was key to the City achieving Trash TMDL compliance. We were very pleased with the performance of G2 Construction, Inc. and recommend them without hesitation.

If there are any questions you may have, please contact me at (310) 291-2425.

Yours truly,

Steve Finton P.E.
Senior Civil Engineer



September 11, 2014

OC Public Works / Procurement Services
Attn: Eddie Perkins, County DPS
300 N. Flower Street, Suite 838
Santa Ana, CA 92703

SUBJECT: G2 CONSTRUCTION AUTOMATIC RETRACTABLE SCREENS (ARS)

Dear Mr. Perkins & OCTA Environmental Cleanup Program Team:

The City of Laguna Hills has worked with G2 Construction since 2005 for ARS (automatic retractable screens) installations in catch basins throughout the City. As early-adopters of storm water protection devices, the City has contracted with G2 to install ARS in about 175 CBs. Additionally, through the ECP's Phases I, II, & III grant programs the City has had another 170 CBs installed with G2's ARS devices.

Each year, G2 has provided all of the services required to complete the project after receiving City Staff's direction. Their work includes CB evaluations & recommendations, proposal, measurements & custom fabricated ARS, custom installation of devices, safety and traffic control, and warranty service. City Staff has monitored and inspected all of G2's work and is very satisfied with the outcome. They have been very capable device and service providers, and responsive to requests and communications. G2's installations are within the City's budget and timeframe.

Moreover, the project has been successful in reducing trash and other contaminants from the storm drain system. Studies conducted by the City in 2007 showed a 70% decrease in the volume of trash and an 81% decrease in volume of silt/sediment. G2's ARS devices have been installed throughout the City, including steep sloping and high traffic roadways.

G2 has been a trusted and experienced storm water device manufacturer and installer for Laguna Hills for 10 years. They have good customer service and are very responsive to requests. We will continue to utilize their services in the future.

Sincerely,

Humza Javed, P.E.
Associate Civil Engineer



**CITY OF
WEST HOLLYWOOD**

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6375
FAX: (323) 848-6564

**DEPARTMENT OF
PUBLIC WORKS**

September 11, 2014

Subject: Letter of Recommendation

To Whom It May Concern:

This letter is written to express the City of West Hollywood's complete satisfaction with the services provided by G-2 Construction. Since 2004, G-2 Construction has installed about 75 storm drain catch basin debris screen devices citywide. They have also provided contract work to enhance the catch basin grates with stainless steel strips to comply with the new bicycle requirements, installed or repaired damaged protection bars, and maintained broken excluders. They successfully completed several projects in our city in a professional manner, within the scheduled time, with good quality of service, and for a very reasonable price. Because of the quality of their work and attention to detail, we have never had complaints or claims from the community regarding G-2 Construction's performance.

We intend to continue our business with G-2 Construction on upcoming City projects and highly recommended G-2 Construction to your company.

If you have any questions please call me at 323-848-6338

Sincerely,

Mila Sologub, EIT
Assistant Civil Engineer


Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 6, 2014

Metro File # 6371

John Alvarado
G2 Construction, Inc
13331 Garden Grove Blvd, Unit K
Garden Grove, California 92893

Re: Small Business Enterprise Certification

Dear John Alvarado:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding (Welding rod, uncoated, nonferrous metals (except aluminum, copper), made from purchased metals or scrap)
332313	Plate work (e.g., bending, cutting, punching, shaping, welding), fabricated metal, manufacturing
237310	Highway, Street, and Bridge Construction (Concrete paving (i.e., highway, road, street, public sidewalk)

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Marilyn White
Certification Consultant, HSW Services
Diversity & Economic Opportunity Department


Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net



CALIFORNIA UNIFIED CERTIFICATION PROGRAM

January 6, 2014

CUCP #41740
Metro File # 6371

John Alvarado
G2 Construction, Inc
13331 Garden Grove Blvd, Unit K
Garden Grove, California 92893

RE: Disadvantaged Business Enterprise Certification

Dear John Alvarado:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding (Welding rod, uncoated, nonferrous metals (except aluminum, copper), made from purchased metals or scrap
332313	Plate work (e.g., bending, cutting, punching, shaping, welding), fabricated metal, manufacturing
237310	Highway, Street, and Bridge Construction (Concrete paving (i.e., highway, road, street, public sidewalk)

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

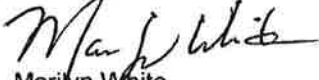
Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

John Alvarado
G2 Construction
Page 2

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,



Marilyn White
Certification Consultant – HSW Services
Diversity & Economic Opportunity Department

PAGE Construction Inc.- File # 6371- DBE Approval Letter - Marilyn-7.doc

Small Business Certification Unit
One Gateway Plaza, Mail Stop 99-8-4, Los Angeles, CA 90012-2952
Ph: 213-922-2600 Fax: 213-922-7660

Attachment: Tier 1 ECP Application (1296 : Grant Application for Environmental Cleanup Program - Phase VI Catch Basin Debris Gate Project)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Bruce E. Channing
City Manager
ISSUE: Orange County Task Force on Drowning Prevention Request for Funding Support

RECOMMENDATION: That the City Council approve a sponsorship of \$5,000 to the Orange County Task Force on Drowning Prevention and authorize the City Manager to execute a Sponsorship Agreement.

SUMMARY:

In an effort to reduce drowning fatalities and incidents throughout the County, the Orange County Task Force on Drowning Prevention is continuing its media campaign with an aim at increasing public awareness of drowning incidents and enhancing current drowning prevention education and programs. The Task Force has requested a contribution of \$5,000 from the City to support its efforts.

BACKGROUND:

In August 2015, the Orange County Task Force on Drowning Prevention was formed in response to numerous deaths and injuries related to drowning incidents in Orange County. Primarily, the task force is concerned with heightening public awareness pertaining to local drowning incidents and enhancing current drowning prevention education and programs. In 2016, the Task Force funded Orange County Transportation Authority (OCTA) bus advertisements, posters, direct mail to public pool operators, digital ads, and radio spots that resulted in over 35 million impressions.

Drowning consistently remains the leading cause of death for children under five years

Drowning Prevention Request for Funding Support

June 13, 2017

Page 2

of age and among the five leading causes of death for those under the age of 18 in Orange County. In 2016, the Orange County Fire Authority (OCFA) reported more than 100 drowning-related incidents of which more than 40% resulted in death. Numerous survivors of non-fatal drowning incidents suffer long-term brain injury or other serious medical complications.

The Orange County Task Force on Drowning Prevention is requesting funding support from agencies throughout Orange County. The OC Health Care Agency has agreed to match contributions up to \$150,000 and OCFA will commit \$25,000.

FISCAL IMPACT:

The requested donation amount of \$5,000 could be allocated from the General Fund.

ATTACHMENTS:

- Orange County Task Force on Drowning Prevention Request for Funding Support
- Sponsorship Agreement



ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION

April 12, 2017

CHAIR
Rob Williams
Chief Lifeguard
Newport Beach Fire Department

VICE CHAIR
Julie Lopiccolo
Drowning Victim's Mother
Jasper Ray Foundation

SECRETARY
Alexa Pratt
Fire Community Relations
Education Specialist
Orange County Fire Authority

PAITHEMB
Al Murray
Mayor Pro Tem
City of Tustin

CO-CHAIRMAN

Amy Buch
Division Manager
OC Health Care Agency

FINANCE
Jeff Bowman
Fire Chief
Orange County Fire Authority

SUPERVISOR
Todd Spitzer
Orange County Supervisor
Third District

2017 PARTICIPATING CITIES
Buena Park
Dana Point
Huntington Beach
Irvine
Laguna Hills
Lake Forest
Mission Viejo
Newport Beach
Orange County Fire Authority
Seal Beach
Tustin
Yorba Linda

The Honorable Don Sedgwick
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103

Dear OCFA Director Sedgwick:

On behalf of the Orange County Task Force on Drowning Prevention, we are writing to ask for your support in 2017 with a donation of \$5,000. In 2016, we raised \$225,000 to target, in both English and Spanish, parents and caregivers of young children and adults over 50. Last year, the task force funded OCTA bus advertisements, posters, direct mail to public pool operators, digital ads, and radio spots that resulted in over 35 million impressions.

However, last year there were still more than 100 drowning-related incidents in Orange County and more than 40 fatalities. The vast majority of drowning victims are children up to four years old and adults 50 years and older.

We believe that these injuries and deaths are preventable. Last year's fundraising led to focus groups that facilitated input to assist us in the development of consistent messaging. That messaging was shared across the county with local agencies, swim schools, health providers, and non-profits that were united in preventing drownings.

It is our goal to have every city in Orange County participate with us in this important effort. Last year, the cities listed on the left all contributed the requested \$5,000, with Irvine and Orange County Fire Authority contributing \$25,000.

The Health Care Agency has agreed to match contributions up to \$150,000. OCFA will contribute \$25,000 towards that in 2017. We need your help to secure enough funding to have a successful drowning prevention campaign for the entire swim season of 2017. Please join us and become a partner in reducing drowning incidents by making a contribution of \$5,000 or more if you're able.

Thank you in advance for your generosity and your contribution. We look forward to updating you on our progress. Together, we will make a difference and save lives.

Sincerely,

Jeff Bowman
OCFA
Fire Chief

Todd Spitzer
Orange County Supervisor
Third District

Al Murray
City of Tustin
Mayor Pro Tem



SPONSORSHIP AGREEMENT

This **SPONSORSHIP AGREEMENT** (“Agreement”) is entered into by and between the COUNTY OF ORANGE (COUNTY) and LAGUNA HILLS (“SPONSOR”). COUNTY and SPONSOR may be referred to individually as “Party”, or collectively as “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency (HCA).

I. ACKNOWLEDGEMENTS

- A. HCA is the designated lead agency and fiscal agent for the Orange County Drowning Prevention Task Force (Task Force), which is developing and coordinating collaborative drowning prevention activities including development and execution of a county-wide campaign.
- B. SPONSOR desires to contribute funding to support the prevention activities of the Task Force.
- C. HCA desires to accept funding from SPONSOR to help offset a portion of the costs incurred by HCA for supporting the activities of the Task Force.

II. SPONSOR RESPONSIBILITIES

- A. SPONSOR agrees to contribute the amount of \$5,000 to HCA to help offset the direct cost of the prevention activities upon execution of this Agreement.

III. HCA RESPONSIBILITIES

- A. HCA agrees to accept the funds contributed by SPONSOR to support the activities of the Task Force, so long as the total contribution from all sponsors does not exceed the actual direct cost to HCA.

IV. NOTICES

Unless otherwise specified, all notices and contributions shall be addressed as follows:

COUNTY:	County of Orange Health Care Agency Public Health Services Division Donna Fleming, Chief of Operations 405 W. 5 th Street, Suite 707 Santa Ana, CA 92705 Phone: (714) 834-2980 Email: DFleming@ochca.com
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SPONSOR:

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

949-707-2620

Email: MAu-Yeung@lagunahillsca.gov

V. TERM AND TERMINATION

The term of this Agreement shall commence upon execution of the Agreement by all Parties.

IN WITNESS, COUNTY and SPONSOR have executed this Agreement in the County of Orange, State of California.

By: _____

Richard Sanchez
 Director
 County of Orange
 Health Care Agency

By: _____

Bruce Channing
 City Manager
 City of Laguna Hills

Dated: _____

Dated: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

FROM: Donald J. White
Assistant City Manager

ISSUE: Approval of Fiscal Year 2017/2018 Law Enforcement Services Agreement

RECOMMENDATION: That the City Council approve the Fiscal Year 2017/2018 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

SUMMARY:

Since 1992, the City of Laguna Hills has partnered with the Orange County Sheriff's Department (OCSD) for police services. The Fiscal Year (FY) 2017/2018 Agreement (Agreement) will provide the City with a police services complement of 31.22 full-time equivalent (FTE) employees, including shared staffing with the cities of Laguna Woods and Aliso Viejo. The total cost of the Agreement is \$7,985,817, representing a 4.68% increase over the final adjusted FY 2016/2017 Contract. Major changes to the Agreement that are contributing to this increase include the following: (1) a \$73,047 and \$205,554 increase in salaries and benefits, respectively; (2) an increase in overtime costs by 3.7%, or \$23,166; (3) an increase in services and supplies costs by 23.77%, or \$45,267; and (4) an increase of indirect overhead costs of \$27,951. Staff recommends that the City Council approve the Agreement.

BACKGROUND:

The FY 2017/2018 Third and Final Estimate Detail (attached) includes OCSD's cost projections for the Agreement and final adjustments to the FY 2016/2017 Contract. The total cost of the Agreement is \$7,985,817, which represents a 4.68%, or \$356,937, increase over the final adjusted FY 2016/2017 Contract. Staff has analyzed the Contract

Approval of Fiscal Year 2017/2018 Law Enforcement Services Agreement

June 13, 2017

Page 2

details and identified various areas that have contributed to this increase, which are described further below.

Salaries and Benefits

Salaries will increase by 2.74% and benefits will increase by 8.39%. Together this represents a \$278,591 increase over the FY 2016/2017 Contract. Increases in salaries are attributed to labor agreements between the County of Orange and various labor groups. The remaining increase, related to enhanced defined benefit retirement plans provided to both sworn and unsworn personnel, continue to be an issue and a major contributor to rising contract costs.

Overtime

The overtime cost is \$637,986, representing a 3.77%, or \$23,166, increase over the previous fiscal year. Overtime amounts are based on a historic three-year average of actual usage and reconciled at the end of the fiscal year based on actual usage. Any overage will be billed to the City and any underutilization will be credited to the City. For monitoring purposes, monthly reports will be provided to the City and will include budgeted amounts (hours and dollars) versus actual amounts.

Services & Supplies

Services and supplies include costs for liability insurance, copiers, forms, ticket books, and other office supplies. Liability insurance is charged per position for both direct purchase positions and regionally shared positions. Services and supplies costs will increase by 23.77%, or \$45,267, over the previous fiscal year.

Overhead

The City pays three separate overhead costs: Departmental, Division, and County-Wide Cost Allocation Plan (CWCAP). Together, these costs represent a \$27,951 increase over FY 2016/2017. Departmental overhead is the allocation of administrative and technical support function costs that provide direct services to OCSD. A few of these support functions include the Financial/Administrative Services Unit, Supply/Reproduction Unit, Professional Standards Division, and Community Programs Division. Division overhead costs are associated with various Memorandum of Understanding between the County of Orange and various labor groups for sworn and civilian personnel. CWCAP amounts

Approval of Fiscal Year 2017/2018 Law Enforcement Services Agreement

June 13, 2017

Page 3

include costs for County provided services such as Internal Audit, County Counsel, Accounting and Payroll, depreciation of equipment, and others.

Other

The total cost for this category denotes an 8.9%, or \$16,345, increase over the previous contract. These amounts include personnel and equipment costs, including annual leave, bilingual pay, holiday pay, on-call pay, contract administration, E-citation, Mobile Data Computer recurring costs, and Patrol Video System recurring costs.

Table 1, on the following page, shows the historical cost of the police services contract dating back to FY 2005/2006 as percentages of General Fund expenditures and General Fund revenues, and projects contract costs over the next eight years.

Table 1 – OCSD Contract Cost History

Fiscal Year	Sheriff Contract	Sheriff Contract Annual % Change	Total GF Expenditures	Contract % of GF Expenditure	Total GF Revenues	Contract % of GF Revenues
2005-06	5,475,795		15,262,007	36%	19,396,143	28%
2006-07	5,791,924	5.5%	16,032,718	36%	19,935,475	29%
2007-08	6,000,788	3.5%	17,223,854	35%	19,689,935	30%
2008-09	6,533,677	8.2%	17,554,792	37%	18,340,055	36%
2009-10	6,391,470	-2.2%	16,474,969	39%	17,418,904	37%
2010-11	6,457,708	1.0%	17,156,944	38%	17,810,057	36%
2011-12	6,540,385	1.3%	16,923,152	39%	17,309,834	38%
2012-13	6,633,168	1.4%	17,367,504	38%	18,077,125	37%
2013-14	6,811,407	2.6%	17,327,545	39%	18,698,042	36%
2014-15	7,128,344	4.4%	17,792,484	40%	19,781,377	36%
2015-16	6,928,991	-2.9%	18,584,086	37%	20,632,176	34%
2016-17	7,628,880	9.2%	18,914,391	40%	20,795,928	37%
2017-18	7,988,723	4.5%	20,420,402	39%	21,596,718	37%
2018-19	8,319,456	4.0%	20,420,017	41%	22,206,139	37%
2019-20	8,617,293	3.5%	20,865,164	41%	22,849,250	38%
2020-21	9,438,757	8.7%	22,029,701	43%	24,432,292	39%
2021-22	9,700,211	2.7%	22,561,803	43%	25,409,005	38%
2022-23	9,991,217	2.9%	23,211,224	43%	25,985,619	38%
2023-24	10,290,953	2.9%	23,797,336	43%	26,536,144	39%
2024-25	10,599,682	2.9%	24,480,599	43%	27,099,217	39%

Table 1 reveals an increasing cost trend and is projected to reach an all-time high in FY 2024/2025 compared to both General Fund revenue and General Fund expenditures. The Police Services Contract has risen from comprising 36% of General Fund

Approval of Fiscal Year 2017/2018 Law Enforcement Services Agreement

June 13, 2017

Page 4

Expenditures in FY 2005/2006 to 41% in FY 2018/2019, and is projected to grow to 43% in FY 2020/2021. Even more troubling is the rise in cost compared to General Fund revenues, from 28% of General Fund revenues in FY 2005/2006 to 39% of projected General Fund revenues in FY 2024/2025. Based on historical cost increases and cost projections for the future, it is staff's assessment that the current police services contract model is unsustainable over the long-term.

It is imperative that the City work with OCSD and other contract cities to explore changes to the contract model that will yield significant cost savings without compromising officer safety or the safety of the public. Additionally, the City is working with the cities of Aliso Viejo and Laguna Woods on an alternative service delivery model, allowing for additional cost sharing.

FISCAL IMPACT:

The FY 2017/2018 budget allocates \$7,988,723 for the FY 2017/2018 Law Enforcement Services Agreement.

ATTACHMENTS:

- Third Estimate Contract Detail
- Law Enforcement Services Agreement

CITY OF LAGUNA HILLS

FISCAL YEAR 2017-18

FINAL

(May 5, 2017)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)
 Reallocation of Shared Motorcycle Sergeant with MDC

Add: FY 2017-18 Vacancy Credits (estimate)
 (2) MDC - Motors

			SALARIES & EMPLOYEE BENEFITS							INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		SALARY	RELIEF TIME	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
1	Lieutenant		170,221	0	0	160,074	0	6,083	0	6,008	21,267	2,634	3,813	0	0	370,100
1	Administrative Sergeant		128,877	0	0	128,666	12,071	6,083	0	6,008	23,973	2,634	3,157	0	0	311,469
1.33	Patrol Sergeant		171,406	0	0	171,126	16,054	8,090	0	7,991	31,884	3,503	4,199	0	0	414,253
2	Investigator		226,804	0	0	227,992	17,848	12,166	0	12,016	119,928	5,268	5,480	0	0	627,502
14	DS II Patrol		1,454,250	0	0	1,467,102	94,262	85,162	0	84,112	335,622	36,876	34,692	0	0	3,592,078
2	DS II Motorcycle		213,750	0	0	214,146	13,466	12,166	0	12,016	47,946	5,268	5,090	0	0	523,848
1	DS II - School Resource Officer		103,875	0	0	104,793	6,733	6,083	0	6,008	23,973	2,634	2,478	0	0	256,577
22.33	Subtotal Safety		\$2,469,183	\$0	\$0	\$2,473,899	\$160,434	\$135,833	\$0	\$134,159	\$604,593	\$58,817	\$58,909	\$0	\$0	\$6,095,827
2	Community Services Officer		105,914	0	0	65,082	0	12,166	0	12,016	47,946	0	2,372	0	0	245,496
1	Crime Prevention Specialist		54,267	0	0	31,165	0	6,083	0	6,008	1,768	0	1,216	0	0	100,507
3	Subtotal Professional		\$160,181	\$0	\$0	\$96,247	\$0	\$18,249	\$0	\$18,024	\$49,714	\$0	\$3,588	\$0	\$0	\$346,003
25.33	TOTAL STAFF															\$6,441,830
	REGIONAL / SHARED STAFF															
0.6	Traffic - Sergeant	7.68%	6,219	0	1,706	6,056	556	280	319	277	571	121	190	0	0	16,295
4	Traffic - Deputy Sheriff II	7.68%	33,025	0	1,431	31,885	2,069	1,869	1,439	1,846	3,807	809	818	0	0	78,998
2	Traffic - Investigative Assistant	7.68%	9,434	0	23	6,248	0	935	0	923	1,477	0	212	0	0	19,252
1	Traffic - Office Specialist	7.68%	3,830	0	5	2,063	0	467	0	461	739	0	86	0	0	7,651
0.3	Auto Theft - Sergeant	3.70%	1,499	0	411	1,460	134	70	77	67	138	29	46	0	0	3,931
2	Auto Theft - Investigator	3.70%	8,609	0	590	8,314	661	468	1,285	445	918	195	221	0	0	21,706
1	Auto Theft - Investigative Assistant	3.70%	2,282	0	23	1,507	0	234	0	223	356	0	52	0	0	4,677
1	Auto Theft - Office Specialist	3.70%	1,881	0	43	998	0	234	0	223	356	0	43	0	0	3,778
1	DET Sergeant	6.54%	8,741	0	6,642	8,915	790	398	0	393	2,514	172	362	0	0	28,927
1	DET Investigator	6.54%	7,805	0	4,375	7,702	584	398	0	393	2,514	172	286	0	0	24,229
1	Subpoena - Office Specialist	6.34%	3,183	0	119	1,704	0	386	0	381	112	0	71	0	0	5,956
2	Courts - Investigative Assistant	10.88%	13,285	0	174	8,870	0	1,324	115	1,307	385	0	301	0	0	25,761
1	Motorcycle Sergeant + MDC	6.90%	9,095	0	1,048	8,883	832	420	996	414	854	182	246	0	0	22,970
17.90	Subtotal		\$108,888	\$0	\$16,590	\$94,605	\$5,626	\$7,483	\$4,231	\$7,353	\$14,741	\$1,680	\$2,934	\$0	\$0	\$264,131

CITY OF LAGUNA HILLS

FISCAL YEAR 2017-18

FINAL

(May 5, 2017)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)
Reallocation of Shared Motorcycle Sergeant with MDC

Add: FY 2017-18 Vacancy Credits (estimate)
(2) MDC - Motors

		SALARIES & EMPLOYEE BENEFITS							INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	SALARY	RELIEF TIME	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
	Overtime			621,396	44,619							13,919			679,934
	Estimate: Vacancy Credit (FY 2017-18)												(126,827)		(126,827)
	Annual Leave (Pay Downs & Termination Pay)												47,237		47,237
	Bilingual Pay												22,384		22,384
	BSCC Local Assistance Funding														0
	Contract Administration												26,483		26,483
	Data Line						6,617								6,617
	Direct S & S						29,585								29,585
8	E-Citation												8,563		8,563
	Enhanced Helicopter Response Services							19,617							19,617
	Facility Lease						37,934								37,934
	Holiday Pay: Comp & Straight Time												111,200		111,200
	Integrated Law & Justice Agency of Orange County												2,537		2,537
	MDC - Acquisition														0
18.5	MDC - Recurring Cost												65,285		65,285
	On-Call Pay												18,424		18,424
	Patrol Video System (PVS) - Acquisition														0
11.5	Patrol Video System (PVS) - Recurring Costs												24,709		24,709
	Patrol Training Cost Allocation (FTB)										124,857				124,857
	Retirement Rate Discount, FY 2017-18 (Gross)				(69,188)										(69,188)
	Retirement Rate Discount (Expenses for Interest and Issuance)				14,344										14,344
	Revenue/False Alarms													(16,405)	(16,405)
	Revenue/Training Reimbursement													(2,234)	(2,234)
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.							254,801							254,801
	Subtotal	\$0	\$0	\$621,396	(\$10,225)	\$0	\$74,136	\$274,418	\$0	\$0	\$124,857	\$13,919	\$199,995	(\$18,639)	\$1,279,856
	FY 2017-18 - FINAL ESTIMATE CONTRACT TOTAL	\$2,738,252	\$0	\$637,986	\$2,654,526	\$166,060	\$235,701	\$278,649	\$159,536	\$669,048	\$185,354	\$79,350	\$199,995	(\$18,639)	\$7,985,817
	FY 2016-17 - FINAL ADJUSTED CONTRACT TOTAL	\$2,665,205	\$0	\$614,820	\$2,448,982	\$167,901	\$190,434	\$298,410	\$151,420	\$649,942	\$196,479	\$78,621	\$183,650	(\$16,983)	\$7,628,880
		2.74%	0.00%	3.77%	8.39%	-1.10%	23.77%	-6.62%	5.36%	2.94%	-5.66%	0.93%	8.90%	9.75%	4.68%
		\$73,047	\$0	\$23,166	\$205,544	(\$1,841)	\$45,267	(\$19,761)	\$8,116	\$19,106	(\$11,125)	\$729	\$16,345	(\$1,656)	\$356,937

**AGREEMENT
BETWEEN THE
CITY OF LAGUNA HILLS
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May 2017, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2017 and terminate
3 June 30, 2018 unless earlier terminated by either party or extended in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2018 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2018 and June 30, 2019, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2018 and
17 August 31, 2018 and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2017 through June 30, 2018. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

22 **C. REGULAR SERVICES BY COUNTY:**

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
24 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
25 services as hereinafter provided. Such services shall include the
26 enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

28 //

C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2017 through June 30, 2018, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to

C. REGULAR SERVICES BY COUNTY: (Continued)

CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.

8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 Subsection G-2. Prior approval by COUNTY's Board of Supervisors and
3 CITY's Council is required before execution of any amendment that brings
4 the aggregate total of changes in costs payable by CITY to more than one
5 percent (1%) of the total cost originally set forth in Attachment C and the
6 Maximum Obligation originally set forth in Subsection G-2 of this
7 Agreement.

8 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

- 9 1. Enhanced services for events on CITY property. At the request of CITY,
10 through its City Manager, SHERIFF may provide enhanced law
11 enforcement services for functions, such as community events, conducted
12 on property that is owned, leased or operated by CITY. SHERIFF shall
13 determine personnel and equipment needed for such enhanced services.
14 To the extent the services provided at such events are at a level greater
15 than that specified in Attachment A of this Agreement, CITY shall reimburse
16 COUNTY for such additional services, at an amount computed by
17 SHERIFF, based on the current year's COUNTY law enforcement cost
18 study. The cost of these enhanced services shall be in addition to the
19 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
20 SHERIFF shall bill CITY immediately after each such event.
- 21 2. Supplemental services for occasional events operated by private individuals
22 and entities on non-CITY property. At the request of CITY, through its City
23 Manager, and within the limitations set forth in this Subsection D-2,
24 SHERIFF may provide supplemental law enforcement services to preserve
25 the peace at special events or occurrences that occur on an occasional
26 basis and are operated by private individuals or private entities on non-CITY
27 property. SHERIFF shall determine personnel and equipment needed for
28 such supplemental services, and will provide such supplemental services

1 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**

2 only if SHERIFF is able to do so without reducing the normal and regular
3 ongoing services that SHERIFF otherwise would provide to CITY pursuant
4 to this Agreement. Such supplemental services shall be provided only by
5 regularly appointed full-time peace officers, at rates of pay governed by a
6 Memorandum of Understanding between COUNTY and the bargaining
7 unit(s) representing the peace officers providing the services. Such
8 supplemental services shall include only law enforcement duties and shall
9 not include services authorized to be provided by a private patrol operator,
10 as defined in Section 7582.1 of the Business and Professions Code. Law
11 enforcement support functions, including, but not limited to, clerical
12 functions and forensic science services, may be performed by non-peace
13 officer personnel if the services do not involve patrol or keeping the peace
14 and are incidental to the provision of law enforcement services. CITY shall
15 reimburse COUNTY its full, actual costs of providing such supplemental
16 services at an amount computed by SHERIFF, based on the current year's
17 COUNTY law enforcement cost study. The cost of these supplemental
18 services shall be in addition to the Maximum Obligation of CITY set forth in
19 Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately
20 after each such event.

- 21 3. Supplemental services for events operated by public entities on non-CITY
22 property. At the request of CITY, through its City Manager, and within the
23 limitations set forth in this Subsection D-3, SHERIFF may provide
24 supplemental law enforcement services to preserve the peace at special
25 events or occurrences that occur on an occasional basis and are operated
26 by public entities on non-CITY property. SHERIFF shall determine
27 personnel and equipment needed for such supplemental services, and will
28 provide such supplemental services only if SHERIFF is able to do so without

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of the Sheriff at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)

has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2017 through June 30, 2018.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they

E. PATROL VIDEO SYSTEMS: (Continued)

become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. County will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

F. LICENSING SERVICES BY CITY:

Upon receipt from COUNTY of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period

1 **G. PAYMENT: (Continued)**

2 July 1, 2017 through June 30, 2018, shall be \$7,985,817 as set forth in
3 Attachment C.

4 The overtime costs included in the Agreement are only an estimate.
5 SHERIFF shall notify CITY of actual overtime worked during each fiscal
6 year. If actual overtime worked is above or below budgeted amounts,
7 billings will be adjusted accordingly at the end of the fiscal year. Actual
8 overtime costs may exceed CITY's Maximum Obligation.

9 3. COUNTY shall invoice CITY monthly. During the period July 1, 2017
10 through June 30, 2018, said invoices will require payment by CITY of one-
11 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
12 of this Agreement, as said Maximum Obligation may have been increased
13 or decreased pursuant to mutual agreement of the parties. In addition, if a
14 determination is made that increases described in Subsection G-4 must be
15 paid, COUNTY thereafter shall include the pro-rata charges for such
16 increases in its monthly invoices to CITY for the balance of the period
17 between July 1, 2017 and June 30, 2018.

18 4a. At the time this Agreement is executed, there are unresolved issues
19 pertaining to potential changes in salaries and benefits for COUNTY
20 employees. The costs of such potential changes are not included in the
21 Fiscal Year 2017-18 cost set forth in Attachment C nor in the Fiscal Year
22 2017-18 Maximum Obligation of CITY set forth in Subsection G-2 of this
23 Agreement. If the changes result in the COUNTY incurring or becoming
24 obligated to pay for increased costs for or on account of personnel whose
25 costs are included in the calculations of costs charged to CITY hereunder,
26 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
27 Subsection G-2 of this Agreement, the full costs of said increases to the
28 extent such increases are attributable to work performed by such personnel

1 **G. PAYMENT: (Continued)**

2 after July 1, 2017, and CITY's Maximum Obligation hereunder shall be
3 deemed to have increased accordingly. CITY shall pay COUNTY in full for
4 such increases on a pro-rata basis over the portion of the period between
5 July 1, 2017 and June 30, 2018 remaining after COUNTY notifies CITY that
6 increases are payable. If the changes result in the COUNTY incurring or
7 becoming obligated to pay for decreased costs for or on account of
8 personnel whose costs are included in the calculations of costs charged to
9 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
10 the extent such decreases are attributable to work performed by such
11 personnel during the period July 1, 2017 through June 30, 2018, and CITY's
12 Maximum Obligation hereunder shall be deemed to have decreased
13 accordingly. COUNTY shall reduce required payment by CITY in full for
14 such decreases on a pro-rata basis over the portion of the period between
15 July 1, 2017 and June 30, 2018 remaining after COUNTY notifies CITY that
16 the Maximum Obligation has decreased.

- 17 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
18 above, COUNTY, at the request of CITY, will thereafter reduce the level of
19 service to be provided to CITY as set forth in Attachment A of this
20 Agreement to a level that will make the Maximum Obligation of CITY
21 hereunder for the period July 1, 2017 through June 30, 2018 an amount
22 specified by CITY that is equivalent to or higher or lower than the Maximum
23 Obligation set forth in Subsection G-2 for said period at the time this
24 Agreement originally was executed. The purpose of such adjustment of
25 service levels will be to give CITY the option of keeping its Maximum
26 Obligation hereunder at the pre-increase level or at any other higher or
27 lower level specified by CITY. In the event of such reduction in level of
28 service and adjustment of costs, the parties shall execute an amendment to

1 **G. PAYMENT: (Continued)**

2 this Agreement so providing. Decisions about how to reduce the level of
3 service provided to CITY shall be made by SHERIFF with the approval of
4 CITY.

- 5 5. CITY shall pay COUNTY in accordance with COUNTY Board of
6 Supervisors' approved County Billing Policy, which is attached hereto as
7 Attachment D and incorporated herein by this reference.
- 8 6. COUNTY shall charge CITY late payment penalties in accordance with
9 County Billing Policy.
- 10 7. As payment for the Licensing Services described in Subsection C-7 of this
11 Agreement, COUNTY shall retain all fees paid by applicants for licenses
12 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
13 said fees by COUNTY shall constitute payment in full to COUNTY for costs
14 incurred by COUNTY in performing the functions related to licensing
15 described in Subsection C-7; provided, however, that if any of said fees are
16 waived or reduced by CITY, CITY shall pay to COUNTY the difference
17 between the amount of fees retained by COUNTY and the fees that were
18 set forth in the ordinances listed in Attachment B at the time this Agreement
19 was executed. If CITY increases the fee schedule for the licensing
20 ordinances set forth in Attachment B, either party shall have the right to
21 seek amendment of this Agreement with respect to the division of the
22 increased fees between CITY and COUNTY.
- 23 8. Fees generated or collected by SHERIFF contract personnel for copying of
24 documents related to the services provided in this Agreement will be at
25 COUNTY-established rates and will be credited to CITY on an annual basis.
- 26 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,
27 which is incorporated herein by this reference.

28 //

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER

24035 EL TORO ROAD

LAGUNA HILLS, CA 92653

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER

SHERIFF-CORONER DEPARTMENT

320 NORTH FLOWER STREET, SUITE 108

SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

J. STATE AUDIT:

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3)

1 **J. STATE AUDIT: (Continued)**

2 years after final payment by CITY to COUNTY under this Agreement. CITY
3 and COUNTY shall retain all records relating to the performance of this
4 Agreement for said three-year period, except that those records pertaining to
5 any audit then in progress, or to any claims or litigation, shall be retained
6 beyond said three-year period, until final resolution of said audit, claim or
7 litigation.

8 **K. ALTERATION OF TERMS:**

9 This Agreement fully expresses all understanding of CITY and COUNTY with
10 respect to the subject matter of this Agreement and shall constitute the total
11 Agreement between the parties for these purposes. No addition to, or
12 alteration of, the terms of this Agreement shall be valid unless made in writing,
13 formally approved and executed by duly authorized agents of both parties.

14 **L. INDEMNIFICATION:**

15 1. COUNTY, its officers, agents, employees, subcontractors and independent
16 contractors shall not be deemed to have assumed any liability for the
17 negligence or any other act or omission of CITY or any of its officers,
18 agents, employees, subcontractors or independent contractors, or for any
19 dangerous or defective condition of any public street or work or property of
20 CITY, or for any illegality or unconstitutionality of CITY's municipal
21 ordinances. CITY shall indemnify and hold harmless COUNTY and its
22 elected and appointed officials, officers, agents, employees, subcontractors
23 and independent contractors from any claim, demand or liability whatsoever
24 based or asserted upon the condition of any public street or work or
25 property of CITY, or upon the illegality or unconstitutionality of any municipal
26 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
27 of CITY, or its elected and appointed officials, officers, agents, employees,
28 subcontractors or independent contractors related to this Agreement,

1 **L. INDEMNIFICATION: (Continued)**

2 including, but not limited to, any act or omission related to the maintenance
3 or condition of any vehicle or motorcycle that is owned or possessed by
4 CITY and used by COUNTY personnel in the performance of this
5 Agreement, for property damage, bodily injury or death or any other element
6 of damage of any kind or nature, and CITY shall defend, at its expense
7 including attorney fees, and with counsel approved in writing by COUNTY,
8 COUNTY and its elected and appointed officials, officers, agents,
9 employees, subcontractors and independent contractors in any legal action
10 or claim of any kind based or asserted upon such condition of public street
11 or work or property, or illegality or unconstitutionality of a municipal
12 ordinance, or alleged acts or omissions. If judgment is entered against
13 CITY and COUNTY by a court of competent jurisdiction because of the
14 concurrent active negligence of either party, CITY and COUNTY agree that
15 liability will be apportioned as determined by the court. Neither party shall
16 request a jury apportionment.

- 17 2. COUNTY shall indemnify and hold harmless CITY and its elected and
18 appointed officials, officers, agents, employees, subcontractors and
19 independent contractors from any claim, demand or liability whatsoever
20 based or asserted upon any act or omission of COUNTY or its elected and
21 appointed officials, officers, agents, employees, subcontractors or
22 independent contractors related to this Agreement, for property damage,
23 bodily injury or death or any other element of damage of any kind or nature,
24 and COUNTY shall defend, at its expense, including attorney fees, and with
25 counsel approved in writing by CITY, CITY and its elected and appointed
26 officials, officers, agents, employees, subcontractors and independent
27 contractors in any legal action or claim of any kind based or asserted upon
28 such alleged acts or omissions.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program [“the Program”], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter referred to as a “TVAP resolution”], and has directed that the revenue from such fee be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY’s amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

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Attachment: Law Enforcement Services Agreement (1318 : Approval of Fiscal Year 2017/2018 Law Enforcement Services Agreement)

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
 - One (1) Staff Specialist
(80 hours per two-week pay period)
 - One (1) Office Specialist
(80 hours per two-week pay period)
4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

N. MOBILE DATA COMPUTERS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when

N. MOBILE DATA COMPUTERS (Continued)

they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2017 through June 30, 2018.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

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O. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2017 through June 30, 2018.

4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY

O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/ upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT
in the County of Orange, State of California.

DATED: _____

CITY OF LAGUNA HILLS

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

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

Robin Stieler
Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: *Theresa*
Deputy

DATED: 5/9/17

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

**"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Patrol	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	0.33	26.40 hrs./per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	14.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
TOTAL		25.33	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	7.68%
Deputy Sheriff II	Traffic	4.00	7.68%
Investigative Assistant	Traffic	2.00	7.68%
Office Specialist	Traffic	1.00	7.68%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	3.70%
Investigator	Auto Theft	2.00	3.70%
Investigative Assistant	Auto Theft	1.00	3.70%
Office Specialist	Auto Theft	1.00	3.70%
DET:			
Sergeant	DET	1.00	6.54%
Investigator	DET	1.00	6.54%
SUBPOENA:			
Office Specialist	Subpoena	1.00	6.34%
COURTS:			
Investigative Assistant	Courts	2.00	10.88%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	6.90%
TOTAL		17.90	

Attachment: Law Enforcement Services Agreement (1318 : Approval of Fiscal Year 2017/2018 Law Enforcement Services Agreement)

ATTACHMENT B

CITY OF LAGUNA HILLS

ORDINANCE NO. 92-6

LICENSING

BINGO GAME

BINGO OFFICIAL

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MASSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

5/9/17

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

**"PAYMENT"
(Subsection G-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 370,100	\$ 370,100
SUPERVISION:				
Sergeant	Patrol	1.00	\$ 311,469	\$ 311,469
Sergeant	Patrol	0.33	\$ 311,469	\$ 102,784
Sergeant	Administrative	1.00	\$ 311,469	\$ 311,469
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 313,751	\$ 627,502
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	14.00	\$ 256,577	\$ 3,592,078
Deputy Sheriff II -Motor	Traffic	2.00	\$ 261,924	\$ 523,848
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 100,507	\$ 100,507
Community Services Officer	Parking Control	2.00	\$ 122,748	\$ 245,496
Deputy Sheriff II	School Resource Officer	1.00	\$ 256,577	\$ 256,577
TOTAL POSITIONS		25.33		\$ 6,441,830

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	7.68%	\$ 16,295
Deputy Sheriff II	Traffic	4.00	7.68%	\$ 78,998
Investigative Assistant	Traffic	2.00	7.68%	\$ 19,252
Office Specialist	Traffic	1.00	7.68%	\$ 7,651
AUTO THEFT:				
Sergeant	Auto Theft	0.30	3.70%	\$ 3,931
Investigator	Auto Theft	2.00	3.70%	\$ 21,706
Investigative Assistant	Auto Theft	1.00	3.70%	\$ 4,677
Office Specialist	Auto Theft	1.00	3.70%	\$ 3,778
DET:				
Sergeant	DET	1.00	6.54%	\$ 28,927
Investigator	DET	1.00	6.54%	\$ 24,229
SUBPOENA:				
Office Specialist	Subpoena	1.00	6.34%	\$ 5,956
COURTS:				
Investigative Assistant	Courts	2.00	10.88%	\$ 25,761
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	6.90%	\$ 22,970
TOTAL REGIONAL/SHARED		17.90		\$ 264,131

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; E-Citation recurring costs for eight (8) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen and a half (18.5) units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven and a half (11.5) units; and transportation charges.

CREDITS:

Credits include: Estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2017-18.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,279,856
TOTAL COST OF SERVICES (Subsection G-2)	\$ 7,985,817

ATTACHMENT D

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ATTACHMENT E

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS**BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by non-RNSP personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by non-RNSP SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which non-RNSP SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

RESOLUTION NO. 2000-06-13-1

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA,
ESTABLISHING A COST RECOVERY FEE
RELATED TO VEHICLE IMPOUNDS

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the Cities in Orange County that contract for the Sheriff's law enforcement services, including this City; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Laguna Hills because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described herein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and

WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to,

the costs of personnel who perform duties for the Traffic Violator Apprehension Program and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes: and

WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this city during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

Vehicle Code Section and Impound Ground

- 14602.6 Suspended, revoked or unlicensed driver/ 30-day hold
- 22661 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway
- 22651 (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h) (1) Driver arrested
- 22651 (h) (2) Order of suspension or revocation pursuant to section 13388
- 22651 (i) (1) Multiple parking citations
- 22661 (j) Lack of vehicle registration
- 22651 (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
- 22651 (m) Violation of special events restriction
- 22651 (n) No parking zone
- 22651 (o) (1) Delinquent vehicle registration
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22655.3 Removal for investigation
(fleeing in violation of Section 2800.1 or 2800.2)
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle:

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:

(a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and

(b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code Section exceed \$152.00 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed \$50.00 per impound; and

WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code section 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and

(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.6 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted, (2) when the vehicle was stolen, (3) when the vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a public hearing pertaining to said proposed new fees was held by the Orange County Board of Supervisors on March 28, 2000.

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

SECTION 1. That this Council finds, in accordance with California Public Resources Code Section 21080 (b) (8), that the charges listed herein below are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the Californian Environmental Quality Act.

SECTION 2. That on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below.

(a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and

(b) A fee of \$50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section

22651 (a),
 22651 (d),
 22651 (e),
 22651 (f),
 22651 (h) (1),
 22651 (h) (2),
 22651 (i) (1),
 22651 (j),
 22651 (k),
 22651 (l),
 22651 (m),
 22651 (n),
 22651 (o) (1),
 22651 (p),

22651 (r),
22651 (t),
22655.3,
22655.5 (b), or
22669.

SECTION 3. That the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

SECTION 4. That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.

SECTION 5. That said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

SECTION 6. That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it become inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 7. That at Sheriff headquarters or at any Sheriff substation, a registered owner or an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

SECTION 8. That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated

areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

SECTION 10. That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

SECTION 11. That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2000.



RANDAL J. BRESSETTE, MAYOR PRO TEMPORE

ATTEST:



MARY A. CARLSON, CITY CLERK

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

I, Mary A. Carlson, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.2000-
06-13-1 adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 13th day of June 2000, by the following vote:

AYES: Council Members Greengold, Scott, Songstad,
 And Mayor Pro Tempore Bressette

NOES: None

ABSENT: Mayor Lautenschlager

ABSTAIN: None

(SEAL)


MARY A. CARLSON, CITY CLERK

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY		
	Participating City Request to Purchase From the TVA in FY _____	Date _____	
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>
			<u>ESTIMATED COST</u>
	THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM CITY MANAGER REQUEST: Printed Name _____ Signature: _____ DATE _____		
CERTIFICATION			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT		
	Recommended For Approval CITY POLICE SERVICES CHIEF _____ MANAGER – TVA PROGRAM _____		
APPROVALS			

OCSD
BUDGET
USE ONLY



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: Adoption of 2017/2018 Civic Center Budget

RECOMMENDATION: That the City Council approve and adopt the 2017/2018 Civic Center Budget.

SUMMARY:

The Laguna Hills Civic Center is an enterprise/proprietary fund operation of the City. Altogether, there are 51,970 square feet of leasable office space in the Civic Center. The City occupies 20,843 square feet and leases out 31,127 square feet. For Fiscal Year 2017/2018, staff is recommending a budget that will generate net income of \$140,283. However, after one-time capital expenses associated with two new leases and four lease renewals, the budget projects a net loss of \$48,135.

BACKGROUND:

Included as an attachment to this report is the proposed 2017/2018 Civic Center Budget. This budget is based on the following assumptions:

- Suites 304 and 250, which are currently vacant, will lease up at current market rates.
- Tenants in Suites 210, 230, 301, and 320 renew their leases at current market rates.

These assumptions are important in that they can trigger both the start of a new revenue stream, tenant improvements, and/or commission costs. For 2016/2017, the

2017/2018 Civic Center Budget

June 13, 2017

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unusually high number of new leases and lease renewals require \$129,159 in tenant improvement and \$45,259 in lease commissions. The budget also includes a \$14,000 appropriation for second and third floor common area carpeting. As a result, the budgeted net income of \$140,283 is reduced to a net loss of \$48,135.

FISCAL IMPACT:

The proposed 2017/2018 Civic Center Budget projects a net loss of \$48,135 after capital expenses. There are no General Fund or Capital Reserve Fund contributions expected.

ATTACHMENTS:

- Fiscal Year 2017-2018 Civic Center Budget

Laguna Hills Civic Center
2017-18 Budget

	Adopted Budget 2016-17	Estimated Actuals 2016-17	Proposed Budget 2017-18
Rental Income	1,184,440	1,180,812	1,189,777
Contra Revenue	(549,965)	(549,965)	(549,965)
CAM Income	75,943	80,249	83,359
Contra CAM	(65,877)	(69,027)	(71,274)
CAM Rec Revenue	-	1,522	-
Other	-	3,159	-
Total Revenue	644,541	646,750	651,897
Direct Operating Expenses	493,239	460,175	474,918
Net Operating Income	\$ 151,302	\$ 186,575	\$ 176,979
Indirect Operating Expenses	36,110	36,486	36,696
Net Income	115,192	150,089	140,283
Capital Expenses	43,583	25,147	188,418
Net Cash Flow After Capital	71,609	124,942	(48,135)
General Fund Contribution	-	-	-
Capital Reserve Fund	-	-	-
Distribution to Capital Reserve Fund	(50,000)	-	-
Distribution to General Fund	-	-	-
Civic Center Net Cash Flow	21,609	124,942	(48,135)

Attachment: Fiscal Year 2017-2018 Civic Center Budget (1298 : 2017/2018 Civic Center Budget)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

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

ISSUE: Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

RECOMMENDATION: That the City Council: (1) Approve the Measure M (M2) Compliance Submittal to OCTA, including but not limited to the Seven-Year Capital Improvement Program and the Local Signal Synchronization Plan; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the status and update of the Circulation Element, Local Signal Synchronization Plan, and Mitigation Fee Program for the Measure M (M2) Program."

SUMMARY:

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

BACKGROUND:

Annually, OCTA determines if local jurisdictions are eligible to receive Measure M2 turnback funds and competitive funds. Under M2 local jurisdictions must satisfy several

Measure M (M2) Compliance Reporting

June 13, 2017

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requirements, as outlined in the Renewed Measure M Eligibility Guidelines, in order to remain eligible for these funds. The Measure M2 package for Fiscal Year 2017/2018 requires the following:

- Provide an adopted Seven-Year Capital Improvement Program.
- Adopt a Resolution attesting to the consistency of the City's General Plan Circulation Element with the County Master Plan of Arterial Highways (MPAH) and that no unilateral reduction in lanes has been made on any arterials identified in the MPAH.
- Adopt a Resolution updating the Local Signal Synchronization Plan (LSSP), including goals consistent with the OCTA Regional Traffic Signal Synchronization Master Plan.
- Adopt a Resolution certifying the City has an existing Transportation Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development.
- Demonstrate continued funding of street maintenance at the Maintenance of Effort level assigned to the City.
- Complete the Measure M Eligibility Checklist.

Submitted for City Council approval, as attachments to this report, are the following documents: (1) Seven-Year Capital Improvement Program based upon the City's 2017/2018 through 2022/2023 Fiscal Years Budget; (2) General Plan Circulation Element; (3) Local Signal Synchronization Plan; (4) Mitigation Fee Program; (5) Maintenance of Effort Reporting Form, and (6) Measure M2 Eligibility Checklist.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

Measure M (M2) Compliance Reporting

June 13, 2017

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FISCAL IMPACT:

It is projected the City will receive approximately \$500,000 of turnback funds annually under the Measure M Local Fair Share Program. Failure to remain eligible for Measure M funds would put these funds in jeopardy and limit the City's ability to seek Measure M competitive grant funds.

ATTACHMENTS:

- Resolution - Measure M2 Compliance
- Seven-year CIP
- MPAH Map
- LSSP Update - 06-07-2017
- FY 1718 MOE Signed
- Eligibility Checklist Signed

RESOLUTION NO. 2017-06-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, CONCERNING THE
STATUS AND UPDATE OF THE CIRCULATION ELEMENT,
LOCAL SIGNAL SYNCHRONIZATION PLAN, AND
MITIGATION FEE PROGRAM FOR THE MEASURE M (M2)
PROGRAM

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

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

WHEREAS, the City of Laguna Hills had endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH; and

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

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2015/2016 and FY 2016/2017; and

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

WHEREAS, the OCTA has developed the Regional Traffic Signal Synchronization Master Plan to identify traffic signal synchronization street routes and traffic signals within and across jurisdictional boundaries, and defines the means of implementing the Regional Traffic Signal Synchronization Program; and

WHEREAS, the Regional Traffic Signal Synchronization Program requires that local agency's adopt a Local Signal Synchronization Plan consistent with the Regional

Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

WHEREAS, the Local Signal Synchronization Plan must be updated by June 30, 2017 to continue to be eligible to receive Net Revenues as part of Measure M2; and

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development.

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

SECTION 1. The City does hereby inform OCTA that:

- A. The arterial highway portion of the City Circulation Element of the City is in conformance with the MPAH.
- B. The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2015/2016 and FY 2016/2017.
- C. The City adopts the Local Signal Synchronization Plan update dated June 2017.
- D. The City maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions.
- E. The Local Signal Synchronization Plan identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization Network located within the City.
- F. The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.
- G. The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization along the

traffic signal synchronization street routes and traffic signals.

- H. The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.
- I. The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.
- J. The City reaffirms that Council concurs with the existing Mitigation Fee Program.
- K. The City has adopted a Seven-Year Capital Improvement Program.

PASSED, APPROVED, AND ADOPTED this 13TH day of June 2017.

DON SEDGEWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. x
adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting
thereof held on the 13TH day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Measure M**3.15.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2017/2018 through 2023/2024

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 17-18

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$862,000	\$862,000	
		\$862,000	\$862,000	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$812,000	\$0	\$0	\$0	\$0	\$0	\$0	\$812,000	\$812,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$862,000	\$0	\$0	\$0	\$0	\$0	\$0	\$862,000	\$ 862,000

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 19-20

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$2,450,000	\$2,554,537	
		\$2,450,000	\$2,554,537	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$2,350,000	\$0	\$0	\$0	\$0	\$2,350,000	\$2,454,537
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$2,450,000	\$0	\$0	\$0	\$0	\$2,450,000	\$ 2,554,537

Attachment: Seven-year CIP (1304 : Measure M (M2) Compliance Reporting)

Measure M**3.15.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2017/2018 through 2023/2024

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 21-22

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program

<u>FUND NAME</u>	<u>PERCENT</u>	<u>ESTIMATED COST</u>	<u>PROJECTED COST</u>	<u>NOTES</u>
Gas Tax	100.00	\$2,550,000	\$2,772,820	
		\$2,550,000	\$2,772,820	

<u>Project Phase</u>	<u>17/18</u>	<u>18/19</u>	<u>19/20</u>	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>	<u>23/24</u>	<u>Estimated Cost</u>	<u>Projected Cost</u>
E	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$2,450,000	\$0	\$0	\$2,450,000	\$2,672,820
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$2,550,000	\$0	\$0	\$2,550,000	\$ 2,772,820

Agency: Laguna Hills

Project Name: Annual Street Maintenance FY 23-24

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Bi-annual roadway maintenance program

<u>FUND NAME</u>	<u>PERCENT</u>	<u>ESTIMATED COST</u>	<u>PROJECTED COST</u>	<u>NOTES</u>
Gas Tax	100.00	\$2,550,000	\$2,891,717	
		\$2,550,000	\$2,891,717	

<u>Project Phase</u>	<u>17/18</u>	<u>18/19</u>	<u>19/20</u>	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>	<u>23/24</u>	<u>Estimated Cost</u>	<u>Projected Cost</u>
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$2,450,000	\$2,450,000	\$2,791,717
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$2,550,000	\$2,550,000	\$ 2,891,717

Attachment: Seven-year CIP (1304 : Measure M (M2) Compliance Reporting)

Measure M

3.15.b

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2017/2018 through 2023/2024

Agency: Laguna Hills

Project Name: Avenida de la Carlota Pavement Rehab

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$945,000	\$1,069,831	
		\$945,000	\$1,069,831	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$895,000	\$895,000	\$1,019,831
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$945,000	\$945,000	\$ 1,069,831

Agency: Laguna Hills

Project Name: Cabot Road Widening Project

Project Limits: La Paz Road to Paseo De Valencia

Project Number: CIP 139

Type of Work (TOW): Road Widening

TOW Description: Widen width of existing traffic lanes

Project Description: Construction of an augmented secondary arterial with a raised median island, construct driveway and bike lanes.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$3,165,000	\$3,570,179	
		\$3,165,000	\$3,570,179	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$260,000	\$260,000	\$260,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000	\$1,139,477
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,905,000	\$1,905,000	\$2,170,703
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$3,165,000	\$3,165,000	\$ 3,570,179

Attachment: Seven-year CIP (1304 : Measure M (M2) Compliance Reporting)

Measure M

3.15.b

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2017/2018 through 2023/2024

Agency: Laguna Hills

Project Name: La Paz Road Widening

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

Project Number: N/A

Type of Work (TOW): Road Widening

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

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

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	5.63	\$100,000	\$113,162	
Unfunded	94.37	\$1,675,000	\$1,895,461	
		\$1,775,000	\$2,008,623	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$683,686
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,075,000	\$1,075,000	\$1,224,937
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$100,000	\$0	\$0	\$0	\$0	\$0	\$1,675,000	\$1,775,000	\$ 2,008,623

Agency: Laguna Hills

Project Name: Lake Forest Drive Pavement Rehab

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 182

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,950,000	\$2,208,032	
		\$1,950,000	\$2,208,032	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,850,000	\$1,850,000	\$2,108,032
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,000	\$1,950,000	\$ 2,208,032

Attachment: Seven-year CIP (1304 : Measure M (M2) Compliance Reporting)

Measure M**3.15.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2017/2018 through 2023/2024

Agency: Laguna Hills

Project Name: Oso Parkway Pavement Rehab

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 181

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,950,000	\$2,208,032	
		\$1,950,000	\$2,208,032	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,850,000	\$1,850,000	\$2,108,032
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,000	\$1,950,000	\$ 2,208,032

Agency: Laguna Hills

Project Name: Paseo De Valencia Widenina

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

Project Number: N/A

Type of Work (TOW): Road Widening

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

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

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$6,950,000	\$7,793,833	
		\$6,950,000	\$7,793,833	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000	\$900,000	\$900,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$569,738
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$5,550,000	\$5,550,000	\$6,324,095
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$6,950,000	\$6,950,000	\$ 7,793,833

Attachment: Seven-year CIP (1304 : Measure M (M2) Compliance Reporting)

Measure M**3.15.b**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2017/2018 through 2023/2024

Agency: Laguna Hills

Project Name: Ridge Route Drive Pavement Rehabilitation West segment

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

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

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$825,000	\$929,607	
		\$825,000	\$929,607	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	\$75,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	\$854,607
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$825,000	\$825,000	\$ 929,607

Agency: Laguna Hills

Project Name: South Moulton Pavement Rehab

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

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement Rehab, CIP 178

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,950,000	\$2,208,032	
		\$1,950,000	\$2,208,032	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,850,000	\$1,850,000	\$2,108,032
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,000	\$1,950,000	\$ 2,208,032

Attachment: Seven-year CIP (1304 : Measure M (M2) Compliance Reporting)

Measure M

3.15.b

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2017/2018 through 2023/2024

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: Alicia Parkway in the City limits

Project Number: CIP 168G

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$50,000	\$51,100	
		\$50,000	\$51,100	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$51,100
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$ 51,100

Agency: Laguna Hills

Project Name: Traffic Signal Improvements/Coordination Projects

Project Limits: Citywide traffic signal improvements

Project Number: CIP 168

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Interconnection of traffic signals

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,550,000	\$1,748,640	
		\$1,550,000	\$1,748,640	

Project Phase	17/18	18/19	19/20	20/21	21/22	22/23	23/24	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$50,000	\$0	\$0	\$1,400,000	\$1,450,000	\$1,648,640
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$50,000	\$0	\$0	\$1,500,000	\$1,550,000	\$ 1,748,640

Attachment: Seven-year CIP (1304 : Measure M (M2) Compliance Reporting)



- Source: Austin-Foust Assoc., Inc., 2008.
- | | | | |
|-----------|---------------------|--------------------|---------------------------|
| Major | Smart Arterial | Major Streets | Proposed Deletion by MPAH |
| Primary | Augmented Primary | Freeway/ Toll Road | |
| Secondary | Augmented Secondary | Local Streets | |
| | | City Boundary | |

Figure M- 1
Street Network



Attachment: MPAH Map (1304 : Measure M (M2) Compliance Reporting)



CITY OF LAGUNA HILLS

June 7, 2017

Orange County Transportation Authority (OCTA)
ATTN: Mr. Anup Kulkarni
Regional Modeling and Traffic Operations
Planning Division
P.O. Box 14184
Orange, CA 92863-1584

Subject: Local Signal Synchronization Plan Submittal as Part of the Measure M2 Eligibility Process

Dear Mr. Kulkarni:

The City of Laguna Hills is pleased to submit its updated Local Signal Synchronization Plan as part of the Measure M2 eligibility process. The submittal includes the following components:

1. A completed "Local Signal Synchronization Plan Consistency Review Checklist" form establishing consistency between the Local Signal Synchronization Plan and the Regional Traffic Signal Synchronization Master Plan.
2. An updated Local Signal Synchronization Plan for Fiscal Years 2017/2018 to 2019/20 including all required elements as identified in the "Guidelines for the Preparation of Local Signal Synchronization Plans".

The City of Laguna Hills looks forward to continuing the implementation of the beneficial programs and construction projects required and made possible by Measure M2. If you have any questions, please feel free to call me at (949) 707-2655.

Sincerely,

Kenneth H. Rosenfield, P.E.
Director of Public Services

Enclosures:

- A. Local Signal Synchronization Plan Consistency Review Checklist
- B. Local Signal Synchronization Plan

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2600 • FAX (949) 707-2633
Website: www.ci.laguna-hills.ca.us

Attachment: LSSP Update - 06-07-2017 (1304 : Measure M (M2) Compliance Reporting)

LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLIST

The Local Agency Name: **CITY OF LAGUNA HILLS** Plan Date: **JUNE 30, 2017**

Local agencies must submit a copy of their Local Signal Synchronization Plan, and any supporting documentation, including a completed consistency review checklist below.

Local Agency Statement	Page(s) in LSSP	Provided or N/A
Section 1) Signal synchronization goals of the agency are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan. Include information on how the traffic signal synchronization street routes and traffic signals may be coordinated with traffic signals on the street routes in adjoining jurisdictions.	PAGES 2-4	Provided
Section 2) Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency.	PAGES 5-7	Provided
Section 3) Traffic signal inventory for all traffic signal synchronization street routes.	PAGES 8-11	Provided
Section 4) Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals. Include a separate planning level estimate of complete system implementation cost.	PAGES 12-15	Provided
Section 5) Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals.	PAGES 16-21	Provided

I certify that the above statements are true to the best of my knowledge.


June 7, 2017

Signature Date

Kenneth H. Rosenfield, P.E., Director of Public Services, City of Laguna Hills, CA
Printed Name, Title, & Local Agency

Attachment: LSSP Update - 06-07-2017 (1304 : Measure M (M2) Compliance Reporting)



LOCAL SIGNAL SYNCHRONIZATION PLAN

JUNE 2017

SECTION ONE
TRAFFIC SIGNAL SYNCHRONIZATION
GOALS, POLICIES, AND OBJECTIVES

GOALS

OCTA's Regional Traffic Signal Synchronization Program (Project P) is included as part of the approved Measure M2. Project P is a multi-agency, corridor-based approach that optimizes the performance of traffic signals based on existing traffic patterns. The goals of the program are to improve the flow of traffic on Orange County streets and roads by implementing multi-agency signal synchronization.

The City of Laguna Hills is in concurrence with these goals, and will continue to work cooperatively with OCTA and adjacent jurisdictions to synchronize signals throughout the City on a corridor basis. This cooperation will serve to provide safe, efficient traffic circulation for our local needs as well as future demands, by continuing to improve travel times and reducing stops.

1. The City of Laguna Hills will support the Measure M2 Regional Traffic Signal Synchronization Program goals as published by OCTA.
2. The City of Laguna Hills will support a multi-agency, corridor-based approach that optimizes traffic signals based on existing traffic patterns.
3. The City of Laguna Hills will support the local agency responsibility for signal timing and working with neighboring agencies to develop synchronization timing.
4. The City of Laguna Hills will participate with neighboring jurisdictions in Traffic Signal Synchronization efforts.
5. The City of Laguna Hills will implement its General Plan Policy M-1.2 to "Coordinate intersection signalization to encourage improved traffic flow on arterial streets."

The City of Laguna Hills is part of a joint multi-agency 'central' system that includes the following five (5) local agencies:

- 1) Aliso Viejo
- 2) Laguna Hills**
- 3) Laguna Niguel
- 4) Laguna Woods
- 5) Lake Forest

As traffic signal synchronization corridor projects have been completed, the City of Laguna Hills' traffic signals that were on the Aries system have been transitioned to the central Centrac system. This central Econolite traffic management system allows for street routes to be more easily coordinated across jurisdictional boundaries.

Most recently the City participated in the completion of the La Paz Road, Lake Forest Drive, Los Alisos Boulevard, and Oso Parkway TSSP projects which, in addition to the timing improvements, included upgrading the City's controllers.

The TSSP corridor projects in which the City is currently participating in this cycle are: Alicia Parkway, Moulton Parkway, and El Toro Road.

POLICIES

The City of Laguna Hills has adopted an initial Local Signal Synchronization Plan (LSSP), and updates it every three years to maintain M2 eligibility and ensure our transportation system functioning effectively. As the initial LSSP adoption occurred in December 2010, this is the second cycle of the 3-year updates. The purpose of the LSSP is to implement and maintain coordination of traffic signals along corridors within our City and beyond its borders to regionally maintain safe and efficient flow of vehicular traffic. Project P also provides the opportunity to work with neighboring agencies in order to accomplish mutually-beneficial goals.

It is the City of Laguna Hills' desire and policy to continue participating in and supporting Project P. The City maintains local control and responsibility of all traffic signals within our jurisdiction, and will continue to be responsible for any changes to our signals, equipment, and policies.

OBJECTIVES

The City of Laguna Hills has implemented and maintained corridor-based signal coordination timing via daily traffic signal operations support services. Through these on-going support services, the City periodically evaluates and optimizes coordination signal timing in response to changing traffic volumes and patterns.

The City concurs that Project P is beneficial and needed in order to effectively move people and goods locally and regionally through efficient signal timing. By participating in Project P, the City recognizes the benefits gained from local/regional signal timing and synchronization, as well as from eligible traffic signal and interconnect equipment upgrades. Moreover, the City recognizes this program as a valuable, corridor-based measure for improving air quality by reducing green-house gas emissions. In participating in Project P, as well as using the on-going signal operations support services, it is the City's objective to continue to address regional goals while serving constituents in a reasonable manner.

SECTION TWO
TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES
(EXISTING AND PLANNED)

TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES

Existing:

Priority Corridor Network

- 1) Alicia Parkway
- 2) El Toro Road
- 3) Lake Forest Drive
- 4) Moulton Parkway
- 5) Oso Parkway

Signal Synchronization Network

- 6) La Paz Road
- 7) Los Alisos Boulevard
- 8) Paseo de Valencia, from El Toro Road to Alicia Parkway

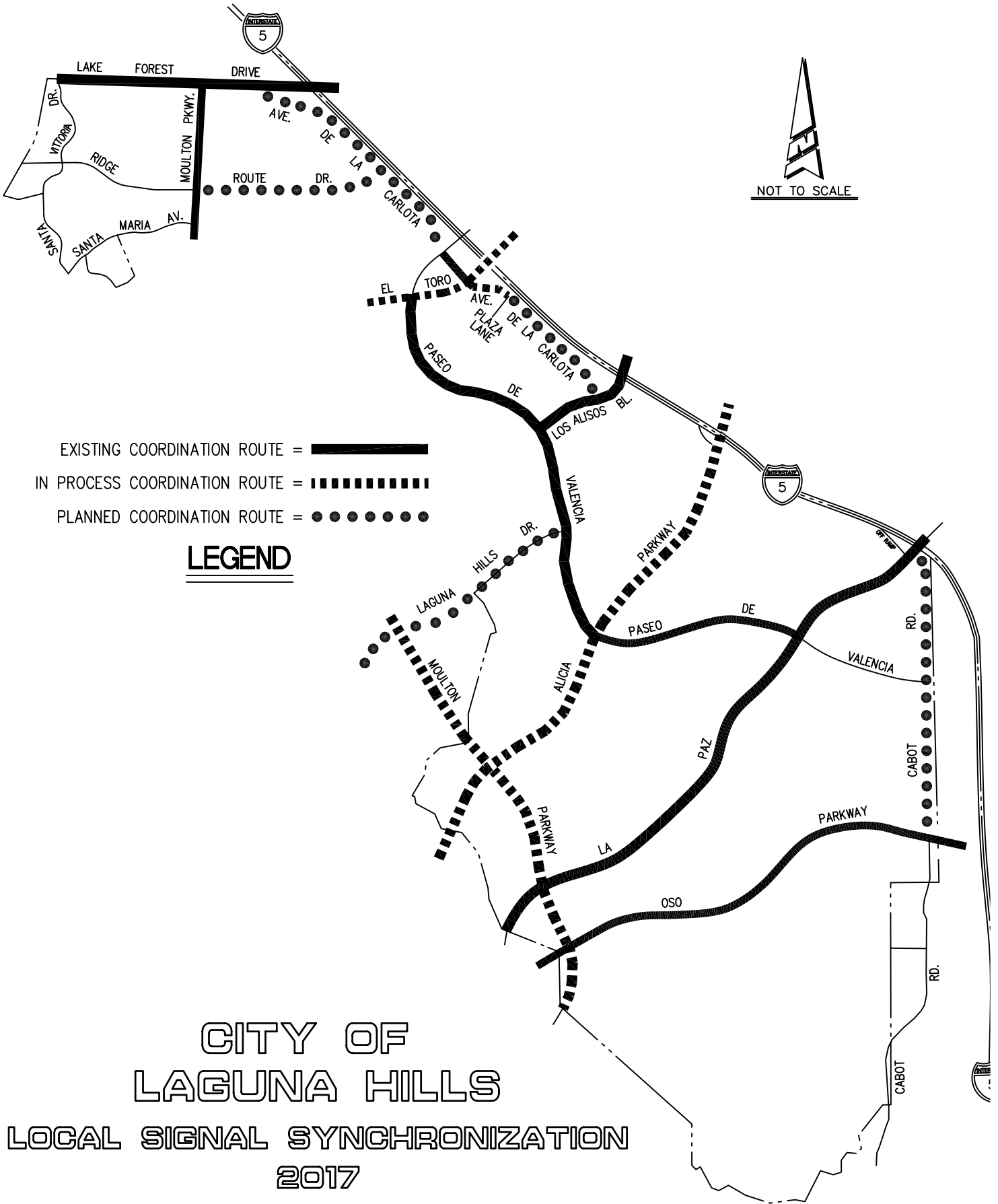
Local Signal Synchronization Network

- 9) Paseo de Valencia, from Avenida de La Carlota to El Toro Road

PROPOSED:

Local Signal Synchronization Network

- 10) Avenida de La Carlota, from Lake Forest Drive to Los Alisos Boulevard
- 11) Cabot Road, from La Paz Road to Oso Parkway
- 12) Laguna Hills Drive, from Moulton Parkway to Paseo de Valencia
- 13) Ridge Route Drive, from Moulton Parkway to Avenida de La Carlota



SECTION THREE

TRAFFIC SIGNAL INVENTORY

CITY OF LAGUNA HILLS - TRAFFIC SYNCHRONIZATION LIST

Corridor	Cross-street Intersection	Cycle Length				Controller Type	Maintenance Responsibility
		AM	MD	PM	WKND		
Lake Forest Dr	Carlota (Caltrans)	Free	Free	Free	Free	170	Caltrans
Priority Corridor Network	Del Lago	130	120	130	120	ASC/3	Laguna Hills
	Moulton	130	120	130	120	ASC/3	Laguna Hills
	Mill Creek	Free	Free	Free	Free	ASC/3	Laguna Hills
	Santa Vittoria	Free	Free	Free	Free	ASC/3	Laguna Hills
El Toro Road	Carlota	140	150	150	150	ASC/3	Laguna Hills
Priority Corridor Network	Regional Center	140	150	150	150	ASC/3	Laguna Hills
	Paseo De Valencia	140	150	150	150	ASC/3	Laguna Hills
Alicia Pkwy	Hon	130	110	130	110	ASC/3	Laguna Hills
Priority Corridor Network	Costeau	130	Free	130	Free	ASC/3	Laguna Hills
	Wilkes	130	Free	130	Free	ASC/3	Laguna Hills
	Paseo De Valencia	130	130	130	130	ASC/3	Laguna Hills
	Community Center	130	130	130	130	ASC/3	Laguna Hills
	Aliso Hills	130	Free	130	Free	ASC/3	Laguna Hills
	Moulton	130	Free	130	Free	ASC/3	Laguna Hills
	Ramona	130	Free	130	Free	ASC/3	Laguna Hills
La Paz Road	Cabot	Free	110	110	110	170	Caltrans
Signal Synchronization Network	McIntyre	Free	110	110	110	ASC/3	Laguna Hills
	Paseo De Valencia	Free	110	110	110	ASC/3	Laguna Hills
	Aliso Hills	60	55	55	55	ASC/3	Laguna Hills
	Moulton	120	120	130	110	ASC/3	Laguna Hills
Oso Pkwy	Cabot	120	150	150	120	ASC/3	Laguna Hills
Priority Corridor Network	Bridlewood	120	Free	130	Free	ASC/3	Laguna Hills
	Nellie Gail	120	Free	130	Free	ASC/3	Laguna Hills
	Moulton	120	120	130	110	ASC/3	Laguna Hills

Central System (Indicate if multiple systems in use):

Controller Operating System:

ECONOLITE ARIES
ECONOLITE CENTRACS (LAGUNA HILLS)
ECONOLITE (NEMA)

Attachment: LSSP Update - 06-07-2017 (1304 : Measure M (M2) Compliance Reporting)

CITY OF LAGUNA HILLS - TRAFFIC SYNCHRONIZATION LIST

Corridor	Cross-street Intersection	Cycle Length				Controller Type	Maintenance Responsibility
		AM	MD	PM	WKND		
Moulton Pkwy	Lake Forest	130	120	130	120	ASC/3	Laguna Hills
Priority Corridor Network	El Pacifico	130	Free	130	Free	ASC/3	Laguna Hills
	Ridge Route	130	Free	130	Free	ASC/3	Laguna Hills
	Glenwood	130	Free	130	110	ASC/3	Laguna Hills
	Laguna Hills	130	Free	130	110	ASC/3	Laguna Hills
	Via Lomas	130	Free	130	110	ASC/3	Laguna Hills
	Alicia	130	Free	130	Free	ASC/3	Laguna Hills
	La Paz	120	120	130	110	ASC/3	Laguna Hills
	Oso	120	120	130	110	ASC/3	Laguna Hills
	Nellie Gail	Free	Free	Free	Free	2070	Caltrans
Paseo de Valencia	Carlota /1-5	140	150	150	150	ASC/3	Laguna Hills
Signal Synchronization Network	El Toro	140	150	150	150	ASC/3	Laguna Hills
	La Plata	130	130	130	130	ASC/3	Laguna Hills
	Magdalena	130	130	130	130	ASC/3	Laguna Hills
	Health Center	130	130	130	130	ASC/3	Laguna Hills
	Los Alisos	130	130	130	130	ASC/3	Laguna Hills
	Kennington	130	130	130	130	ASC/3	Laguna Hills
	Beckenham	130	130	130	130	ASC/3	Laguna Hills
	Laguna Hills	130	130	130	130	ASC/3	Laguna Hills
	Hawk High Way	130	130	130	130	ASC/3	Laguna Hills
	Alicia	130	130	130	130	ASC/3	Laguna Hills
Los Alisos Blvd	Paseo De Valencia	130	130	130	130	ASC/3	Laguna Hills
Signal Synchronization Network	Carlota	130	Free	130	Free	ASC/3	Laguna Hills

Central System (Indicate if multiple systems in use):

Controller Operating System:

ECONOLITE ARIES
ECONOLITE CENTRACS (LAGUNA HILLS)
ECONOLITE (NEMA)

Attachment: LSSP Update - 06-07-2017 (1304 : Measure M (M2) Compliance Reporting)

[illegible]

ECONOLITE ARIES
ECONOLITE CENTRACS (LAGUNA HILLS)
ECONOLITE (NEMA)

ECONOLITE (NEMA)

SECTION FOUR
TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM
AND THREE YEAR PLAN

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (*Constrained*)

Reporting Jurisdiction Expenditures: City of Laguna Hills

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars

MAINTENANCE

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Traffic Signal, Communication, and Software Maintenance	\$25,000	\$25,000	\$25,000	\$75,000
Subtotal Maintenance	\$25,000	\$25,000	\$25,000	\$75,000

CONSTRUCTION

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Citywide Signal Synchronization (General)	\$0	\$50,000	\$0	\$50,000
Subtotal Construction	\$0	\$50,000	\$0	\$50,000

OPERATIONS

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Citywide Signal Timing/Operations Monitoring	\$35,000	\$35,000	\$35,000	\$105,000
Subtotal Operations	\$35,000	\$35,000	\$35,000	\$105,000
	\$60,000	\$110,000	\$60,000	\$230,000

Attachment: LSSP Update - 06-07-2017 (1304 : Measure M (M2) Compliance Reporting)

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (*Unconstrained*)

Reporting Jurisdiction Expenditures: City of Laguna Hills

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars

This budget matches Constrained, since City does not have unfunded needs to report.

MAINTENANCE

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Traffic Signal, Communication, and Software Maintenance	\$25,000	\$25,000	\$25,000	\$75,000
Subtotal Maintenance	\$25,000	\$25,000	\$25,000	\$75,000

CONSTRUCTION

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Citywide Signal Synchronization (General)	\$0	\$50,000	\$0	\$50,000
Subtotal Construction	\$0	\$50,000	\$0	\$50,000

OPERATIONS

PROJECT	FY17/18	FY18/19	FY19/20	TOTAL
Citywide Signal Timing/Operations Monitoring	\$35,000	\$35,000	\$35,000	\$105,000
Subtotal Operations	\$35,000	\$35,000	\$35,000	\$105,000
	\$60,000	\$110,000	\$60,000	\$230,000

Attachment: LSSP Update - 06-07-2017 (1304 : Measure M (M2) Compliance Reporting)

**LSSP IMPLEMENTATION – CANDIDATE SIGNAL
SYNCHRONIZATION PROJECTS WITH ESTIMATED COSTS**

Reporting Jurisdiction Expenditures: City of Laguna Hills

At this time, the City of Laguna Hills has no corridor improvements provided below that may be considered as candidate projects. Consequently, the City does not have any unfunded needs to report.

CORRIDOR	IMPROVEMENT SUMMARY	ESTIMATED COST
N/A		
Total Estimated Cost:		

SECTION FIVE

**TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT
REVIEW AND REVISE, AS NECESSARY,
THE TIMING OF TRAFFIC SIGNALS**

**Significant timing plan updates and projects
completed FY 2014/2015 through 2016/2017**

**(Periodic refinements performed as part of
routine monthly reviews are not included)**

Corridor Assessment

OCTA's current 2016 Corridor Synchronization Performance Index (CSPI) map for the City of Laguna Hills corridors shows the following signal synchronization results:

• Alicia Parkway	Tier I (More than 80) CSPI – Very Good
• Cabot Road	Tier III (60 – 70) CSPI - Average
• El Toro Road	Tier III (60 – 70) CSPI - Average
• La Paz Road	Tier III (60 – 70) CSPI - Average
• Lake Forest Drive	Tier III (60 – 70) CSPI - Average
• Los Alisos Boulevard	Tier II (70 – 80) CSPI – Good
• Moulton Parkway	Tier II (70 – 80) CSPI – Good
• Paseo de Valencia	Tier I (More than 80) CSPI – Very Good
• Oso Parkway	Tier II (70 – 80) CSPI – Good

The City of Laguna Hills recently participated in five (5) Traffic Signal Synchronization Projects, administered by OCTA (with one exception) in cooperation with our neighboring cities including:

- 1) La Paz Road
- 2) Lake Forest Drive
- 3) Los Alisos Boulevard
- 4) Paseo de Valencia (*administered by City of Laguna Hills*)
- 5) Oso Parkway

Traffic signal synchronization projects for these corridors are either entirely completed or primarily complete, with all implementation in the field done (Phase 1).

The implemented synchronized corridors now effectively move vehicles between and among the City of Laguna Hills and its adjacent jurisdictions with minimum stops and delays (and improved CSPI results). Not only did the corridors benefit through overall synchronization, they were also improved with traffic signal and interconnect equipment upgrades allowing for signal timing efficiencies and optimization of operations.

Specific Corridor Project Assessment

As mentioned, the City of Laguna Hills participated in several Traffic Signal Synchronization Projects, in cooperation with our neighboring cities. The five completed corridors with specific CSPI results include the following:

<u>La Paz Road:</u>	<u>Before</u>	<u>After</u>
• CSPI score for this corridor (<i>PM Peak Hour</i>)	66	81
<u>Lake Forest Drive:</u>	<u>Before</u>	<u>After</u>
• CSPI score for this corridor (<i>PM Peak Hour</i>)	58	87
<u>Los Alisos Road:</u>	<u>Before</u>	<u>After</u>
• CSPI score for this corridor	69.1	82.4
<u>Paseo de Valencia:</u>	<u>Before</u>	<u>After</u>
• CSPI score for this corridor (<i>PM Peak Hour</i>)	77.1	80.9
<u>Oso Parkway:</u>	<u>Before</u>	<u>After</u>
• CSPI score for this corridor (<i>PM Peak Hour</i>)	71.2	85.2

All above CSPI After scores, represent very good synchronization (Tier I).

The overall corridor results are tabulated in Table 5 (following page).

Table 6 (following page) presents the timing revisions information in the requested tabular format. As shown, there have been no other significant timing plan updates over the past three years.

Priorities, Approach, and System Plan

It is important to note that the City has implemented and maintained corridor-based signal coordination timing through daily traffic signal operations and consultant support services. These on-going services include the Aries traffic signal management system collecting data on a 24/7 basis, as well as the daily review/monitoring of the collected data via Aries, especially looking at detector and communication events. These events are immediately forwarded to the City's traffic signal maintenance company for trouble-shooting and repair.

The City strives to move traffic regionally in a safe manner along our corridors, reducing commuter travel times and stops, while minimizing side-street delays that serve our citizens. These services include daily review of all coordination timing with every city arterial driven bi-monthly. Through these services, the City assures that the signal timing is maintained on a daily basis, and is periodically evaluated and fine-tuned in response to changing traffic volumes and patterns.

The City's traffic signal system plan includes upgrades to intersections that are currently being run by older controllers that are over twelve (12) years old and no longer manufactured to the latest Advanced Transportation Controller (ATC) type controllers. The City does desire to continue participating in future Project P corridor projects.

TABLE 5
REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT, REVIEW, & REVISIONS

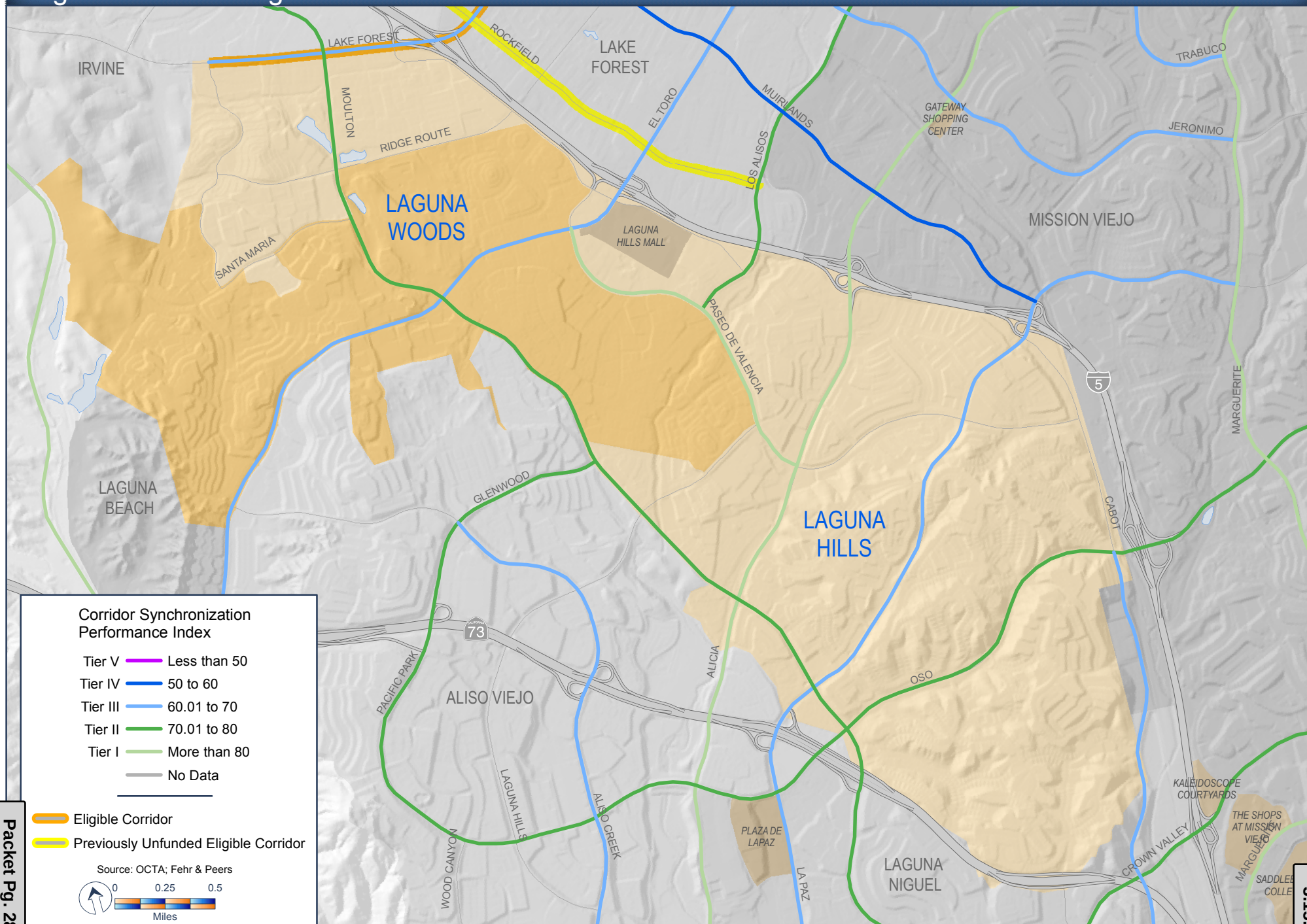
LOCAL AGENCY CORRIDOR	TIMING REVIEWED (Past 3 Years)	DID TIMING REQUIRE AN UPDATE?	TIMING UPDATE RESULTS (if available)							
			Speed Travel		Stops per mile		Greens per red		CSPI Score*	
			Before	After	Before	After	Before	After	Before	After
La Paz Road	Yes	Yes	21.8	29.3	27.4	30.2	10.3	15.6	66	81
Lake Forest Drive	Yes	Yes	25.9 (PM)	30.9 (PM)	1.9 (PM)	1.1 (PM)	1.67 (PM)	3.63 (PM)	58.0 (PM)	87.0 (PM)
Los Alisos Boulevard	Yes	Yes	28.1 (PM)	29.3 (PM)	1.12 (PM)	0.90 (PM)	1.67 (PM)	2.82 (PM)	69.1	82.4
Paseo de Valencia	Yes	Yes	27.6 (PM)	29.4 (PM)	1.10 (PM)	0.99 (PM)	2.80 (PM)	2.80 (PM)	77.1 (PM)	80.9 (PM)
Oso Parkway	Yes	Yes	27.7	31.5	1.3	1.1	2.6	3.2	71.2	85.2

Attachment: LSSP Update - 06-07-2017 (1304 : Measure M (M2) Compliance Reporting)

**TABLE 6
SIGNAL TIMING REVISIONS**

PROJECT CORRIDOR	CROSS STREET	CYCLE LENGTH (Before/After)
Alicia Parkway		Timing was reviewed. No significant changes warranted.
El Toro Road		Timing was reviewed. No significant changes warranted.
Moulton Parkway		Timing was reviewed. No significant changes warranted.
Cabot Road		Timing was reviewed. No significant changes warranted.
Avenida de La Carlota		Timing was reviewed. No significant changes warranted.
Laguna Hills Drive		Timing was reviewed. No significant changes warranted.
Ridge Route Drive		Timing was reviewed. No significant changes warranted.

2016 Corridor Operational Performance Laguna Hills and Laguna Woods



ATTACHMENT A

LA PAZ ROAD

TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

CORRIDOR SYNCHRONIZATION PERFORMANCE INDEX (CSPI)

RESULTS

La Paz Road Regional Traffic Signal Synchronization Project

Corridor Synchronization Performance Index (CSPI)

Corridor: **La Paz Road RTSSP**

Limits: **Olympiad Rd / Felipe Rd to Crown Valley Pkwy**

of Signalized Intersections: **23**

Total Distance: **7.9** mi

Before and After Study Results

Measures of Effectiveness	Before								After							
	AM		MD		PM		Weekend		AM		MD		PM		Weekend	
	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Travel Time (min)	17.5	18.8	17.2	17.6	18.9	20.2	16.6	17.7	15.4	17.3	14.3	15.1	16.7	16.0	14.2	15.7
Number of Stops	9.2	9.0	8.2	8.4	9.4	10.8	6.8	9.2	7.2	7.6	6.0	6.8	7.6	8.0	5.8	7.2
Average Speed (mph)	27.1	25.3	27.7	27.1	25.1	23.5	28.6	26.9	30.8	27.6	33.2	31.5	28.5	29.8	33.4	30.2

CSPI Calculation

CSPI Component	Before								After							
	AM		MD		PM		Weekend		AM		MD		PM		Weekend	
	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Average Speed Index	25.5	22.5	27.0	25.5	22.5	21.0	28.5	25.5	31.5	27.0	34.5	31.5	28.5	30.0	34.5	30.0
Greens per Red Index (Green/Red)	12.0	12.4	14.4	13.9	11.6	9.0	19.1	12.0	17.6	16.2	22.7	19.1	16.2	15.0	23.7	17.6
Stops per Mile Index	28.4	28.7	29.7	29.4	28.1	26.4	31.4	28.4	30.9	30.4	32.4	31.4	30.4	29.9	32.7	30.9
CSPI Score	65.9	63.6	71.1	68.8	62.2	56.4	79.0	65.9	80.0	73.6	89.6	82.0	75.1	74.9	90.9	78.5
	D	D	C	D	D	F	C	D	B	C	B	B	C	C	A	C
	63		73		63		61		85		82		92		70	

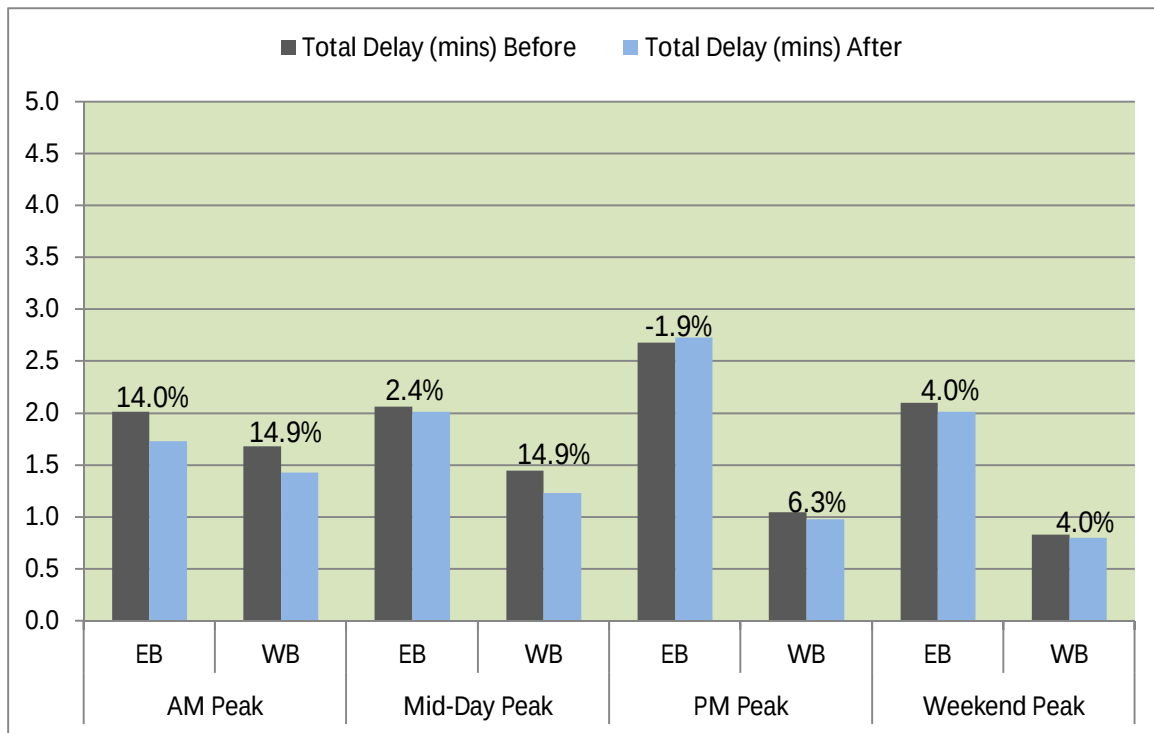
	Before	After
Average CSPI Score	66	81
Level	Tier 3	Tier 1

ATTACHMENT B

LAKE FOREST DRIVE
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

CORRIDOR SYNCHRONIZATION PERFORMANCE INDEX (CSPI)
RESULTS

Figure 7 – Reduction in Total Delay: “Before” and “After” Conditions



6.2 CSPI INDEX COMPARISON

Corridor Synchronization Performance Index (CSPI) was developed by OCTA to assist with comparison of TSSP project corridors having different characteristics for prioritization of corridors. The “Before” and “After” conditions CSPI was calculated as per OCTA guidelines and the results are summarized below:

BEFORE:	AM Peak				Mid-Day Peak				PM Peak				Weekend Peak			
	EB		WB		EB		WB		EB		WB		EB		WB	
Parameters	score		score		score		score		score		score		score		score	
Avg Speed	24.30	21	26.20	24.0	23.70	21.0	27.40	26	22.30	18	29.50	30	24.20	21	30.90	32
Green/Red	1.22	9.60	1.17	9.60	1.33	10.40	1.63	12.80	1.38	11.20	1.94	15.20	1.63	12.80	2.57	20.80
Stops per Mile	2.25	17.00	2.30	17.00	2.15	18.00	1.90	21.00	2.10	19.00	1.70	23.00	1.90	21.00	1.40	26.00
CSPI	48		51		49		59		48		68		55		78	
CSPI Grade	F		F		F		F		F		D		F		C	

AFTER:	AM Peak				Mid-Day Peak				PM Peak				Weekend Peak			
	EB		WB		EB		WB		EB		WB		EB		WB	
Parameters	score		score		score		score		score		score		score		score	
Avg Speed	30.60	31.50	33.50	36.00	29.00	28.50	34.80	36.00	25.40	22.50	36.30	36.00	28.40	27.00	38.70	36.00
Green/Red	2.33	18.40	2.33	18.40	3.00	24.00	2.03	16.00	2.70	21.60	4.56	36.80	2.57	20.80	4.56	36.80
Stops per Mile	1.50	25.00	1.50	25.00	1.25	27.00	1.65	23.00	1.35	26.00	0.90	31.00	1.40	26.00	0.90	31.00
CSPI	75		79		80		75		70		104		74		104	
CSPI Grade	C		C		C		C		C		A		C		A	

The CSPI Index improved in all peak periods from C, D, and F in the “Before” conditions to A and C in the “After” conditions.

ATTACHMENT C

LOS ALISOS BOULEVARD
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

CORRIDOR SYNCHRONIZATION PERFORMANCE INDEX (CSPI)
RESULTS

Table 6.3 - After Study **PM Peak MOEs based on Tru-Traffic**

MOE	DIRECTION								
	EB (to Entidad)			WB (to PDV)			BOTH (Directions Averaged)		
	Before	After	Difference	Before	After	Difference	Before	After	Difference
Travel Time (sec)	603	513	-90	540	584	43	572	548	-23
Stops	4.7	2.7	-2.0	5.2	4.7	-0.5	4.9	3.7	-1.2
Delay (sec)	48	-42	-90	-15	29	43	17	-7	-23
Travel Speed (mph)	26.3	31.1	4.8	29.8	27.5	-2.4	28.1	29.3	1.2
Green Red Ratio	1.77	3.83	2.07	1.57	1.80	0.23	1.67	2.82	1.15
Stops per Mile	1.07	0.73	0.33	1.18	1.06	-0.11	1.12	0.90	-0.22
Fuel Consumption (gal/hr.)	275	233	-42	178	193	15	226.5	213	-13.5
CO (lbs.) ¹	-	-	-1,280.7	-	-	468.6	-	-	-406.1
NOx (lbs.) ¹	-	-	-116.4	-	-	42.6	-	-	-36.9
CO2 (lbs.)	5,332	4,512	-820	3,452	3,752	300	4,392	4,132	-260
CSPI	68.0	94.8	26.8	70.2	70.0	-0.2	69.1	82.4	13.3
CSPI Tier	III	I	-	II	II	-	III	I	-

¹ Only the "Difference" (Reduction) is calculated using the OCTA Methodology.

ATTACHMENT D

PASEO DE VALENCIA
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

CORRIDOR SYNCHRONIZATION PERFORMANCE INDEX (CSPI)
RESULTS

BEFORE/AFTER STUDY REPORT

A summary of OCTA CSPI for the 'before' and 'after' field travel time studies along the Paseo De Valencia corridor are shown in **Table 8** and **Table 9**.

TABLE 8: 'BEFORE' STUDY CSPI SUMMARY-PASEO DE VALENCIA CORRIDOR

Parameters	AM Peak				Midday Peak				PM Peak				Saturday Peak			
	NB		SB		NB		SB		NB		SB		NB		SB	
	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score
Avg Speed	30.4	27.9	29.8	29.7	24.4	21.5	33.2	32.6	30.0	29.6	25.2	22.8	27.4	26.0	26.9	25.3
Green/Red	2.75	22.0	2.67	21.3	1.44	11.6	5.0	40.0	4.0	32.0	1.5	12.0	2.56	20.4	2.78	22.2
Stops per Mile	1.16	28.4	1.19	28.1	2.01	19.9	0.7	33.0	0.76	32.4	1.45	25.5	1.62	23.8	1.47	25.3
CSPI	78.3		79.1		53.0		105.6		94.0		60.3		70.3		72.8	
CSPI Tier	2		2		4		1		1		3		2		2	

TABLE 9: 'AFTER' STUDY CSPI SUMMARY-PASEO DE VALENCIA CORRIDOR

Parameters	AM Peak				Midday Peak				PM Peak				Saturday Peak			
	NB		SB		NB		SB		NB		SB		NB		SB	
	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score	Value	Score
Avg Speed	32.8	30.9	34.0	35.6	28.8	28.1	24.5	21.8	30.1	29.7	28.6	27.9	31.0	30.8	28.8	27.3
Green/Red	4.0	32.0	5.0	40.0	3.0	24.0	5.0	40.0	3.0	24.0	2.5	20.0	3.67	29.3	3.67	29.3
Stops per Mile	0.76	32.4	0.70	33.0	1.25	27.5	0.7	33.0	0.93	30.7	1.05	29.5	1.06	29.4	1.06	29.4
CSPI	95.3		108.6		79.7		94.8		84.4		77.4		89.5		86.0	
CSPI Tier	1		1		2		1		1		2		1		1	

ATTACHMENT E

OSO PARKWAY
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

CORRIDOR SYNCHRONIZATION PERFORMANCE INDEX (CSPI)
RESULTS

TABLE 9.3: MD PERIOD “BEFORE” AND “AFTER” STUDY RESULTS

MD Period	Eastbound			Westbound		
	Before	After	Improvement	Before	After	Improvement
Segment 1: Aliso Viejo Pkwy to Bridlewood Dr (13 traffic signals)						
Travel Time (min)	8.6	6.4	26%	7.4	6.1	18%
Stops (#)	4.6	3.2	30%	4.6	2.6	43%
Average Speed (mph)	25.4	34.2	35%	29.6	35.8	21%
Green per Red (#)	1.9	4.0	111%	1.9	5.0	163%
Stops per Mile (#)	1.3	0.9	30%	1.3	0.7	43%
Segment 2: Cabot Rd to SR-241 NB Ramp (19 traffic signals)						
Travel Time (min)	8.9	7.5	16%	8.1	7.5	8%
Stops (#)	5.0	3.8	24%	4.2	3.6	14%
Average Speed (mph)	28.4	34.1	20%	30.8	33.7	9%
Green per Red (#)	2.9	5.0	71%	3.9	4.7	20%
Stops per Mile (#)	1.2	0.9	23%	1.0	0.9	14%

TABLE 9.4: PM PERIOD “BEFORE” AND “AFTER” STUDY RESULTS

PM Period	Eastbound			Westbound		
	Before	After	Improvement	Before	After	Improvement
Segment 1: Aliso Viejo Pkwy to Bridlewood Dr (13 traffic signals)						
Travel Time (min)	7.9	7.1	10%	8.2	6.7	18%
Stops (#)	4.0	3.2	20%	4.2	3.8	10%
Average Speed (mph)	27.8	30.7	10%	27.3	32.2	18%
Green per Red (#)	2.4	2.8	19%	2.1	2.4	15%
Stops per Mile (#)	1.1	0.9	20%	1.2	1.1	9%
Segment 2: Cabot Rd to SR-241 NB Ramp (19 traffic signals)						
Travel Time (min)	9.2	8.4	9%	9.0	7.6	16%
Stops (#)	5.6	5.2	7%	5.4	3.6	33%
Average Speed (mph)	27.1	29.7	10%	28.4	33.2	17%
Green per Red (#)	2.7	2.8	3%	3.2	4.7	49%
Stops per Mile (#)	1.4	1.3	7%	1.3	0.9	33%

TABLE 9.5: WKND PERIOD “BEFORE” AND “AFTER” STUDY RESULTS

WKND Period	Eastbound			Westbound		
	Before	After	Improvement	Before	After	Improvement
Segment 1: Aliso Viejo Pkwy to Bridlewood Dr (13 traffic signals)						
Travel Time (min)	7.7	6.0	22%	7.2	6.1	16%
Stops (#)	4.8	2.0	58%	4.6	2.4	48%
Average Speed (mph)	28.4	36.1	27%	29.9	35.8	20%
Green per Red (#)	1.7	5.0	198%	1.8	5.0	184%

WKND Period	Eastbound			Westbound		
	Before	After	Improvement	Before	After	Improvement
Stops per Mile (#)	1.3	0.7	48%	1.3	0.7	45%
Segment 2: Cabot Rd to SR-241 NB Ramp (19 traffic signals)						
Travel Time (min)	8.9	7.8	12%	8.7	7.3	16%
Stops (#)	6.0	5.0	17%	5.4	3.8	30%
Average Speed (mph)	28.1	32.6	16%	28.9	34.0	18%
Green per Red (#)	2.2	3.5	58%	2.5	4.4	75%
Stops per Mile (#)	1.4	1.2	16%	1.3	0.9	29%

The OCTA CSPI metric for the entire corridor is shown in **Table 9.6**. These tables show the performance level “Tier” as well as existing travel speed, green per red, and stops per mile.

TABLE 9.6: CORRIDOR CSPI SCORE RESULTS

Corridor Totals	AM	AM	MD	MD	PM	PM	WKND	WKND
	Before	After	Before	After	Before	After	Before	After
Eastbound								
CSPI Score	72.3	108.2	71.4	87.2	71.7	80.7	68.1	97.9
CSPI Tier	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 3	Tier 1
Westbound								
CSPI Score	65.4	85.8	79.6	100.5	70.7	89.7	72	101
CSPI Tier	Tier 3	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1
Total								
CSPI Score	68.8	97	75.5	93.9	71.2	85.2	70.1	99.4
CSPI Tier	Tier 3	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1

The Caltrans Metrics are shown in **Table 9.7** and the Caltrans Costs are shown in



APPENDIX I

Maintenance of Effort Reporting Form

Jurisdiction: City of Laguna Hills

Type of GENERAL FUND Transportation Expenditures:

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

MAINTENANCE	Total Expenditure
Street Sweeping	\$ 133,000.00
Signal Maintenance Contract	\$ 131,000.00
Utilities	\$ 420,000.00
Personnel	\$ 138,789.00
Miscellaneous Contract and other Maintenance	\$ 308,000.00
Public Works Maintenance and Operations	\$ 504,000.00
Subtotal Maintenance	\$ 1,634,789.00

CONSTRUCTION	Total Expenditure
Streets, Signals and Lighting	\$ 962,000.00
Flood Control and Water Quality	\$ 250,000.00
Subtotal Construction	\$ 1,212,000.00

ADMINISTRATIVE/OTHER	Total Expenditure
Operating Expenditures	\$ 10,100.00
Subtotal Administration/Other	\$ 10,100.00

Total General Fund Transportation Expenditures \$ 2,856,889.00

(Less Total MOE Exclusions*) \$ 1,466,000

MOE Expenditures \$ 1,390,889.00

MOE Benchmark Requirement \$ 310,467.00

(Shortfall) / Surplus \$ 1,080,422.00

Certification:

I hereby certify that the City/County of Laguna Hills has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year 2017/18.


Finance Director Signature

Donald J. White
Finance Director (Print Name)

5/19/2017
Date

*Funding sources include Measure M, federal, state, redevelopment, and bond financing.

Attachment: FY 1718 MOE Signed (1304 : Measure M (M2) Compliance Reporting)

MAINTENANCE OF EFFORT REPORTING FORM

Attachment - Construction Schedule

Fiscal Year 2017-18

CONSTRUCTION

Streets, Signals and Lighting

101 Annual Street Maintenance

184 La Paz Road Widening(McIntyre to Cabot)

Flood Control

410 NPDES / Water Quality Program

Totals

Maintenance

Street Sweeping

Signal Maintenance Contract

Utilities

Personnel

Miscellaneous Contract and other Maintenance

Public Works Maintenance and Operation

Administrative/Other

Operating Expenditures

Total General Fund Transportation Expenditures

MOE Exclusions

Fiscal Year 2017-18 BUDGET			
Total Expenditure	Funding		
	GF	"M"	Others
\$ 862,000	\$ -	\$ -	\$ 862,000
100,000			100,000
<u>962,000</u>	<u>-</u>	<u>-</u>	<u>962,000</u>
\$ 250,000	\$ 250,000	\$ -	\$ -
<u>250,000</u>	<u>250,000</u>	<u>-</u>	<u>-</u>
\$ 1,212,000	\$ 250,000	\$ -	\$ 962,000
		MOE Exclusion	MOE Exclusion
133,000	133,000		
131,000	131,000		
420,000	420,000		
138,789	138,789		
308,000	308,000		
504,000	-	504,000	-
<u>1,634,789</u>	<u>1,130,789</u>	<u>504,000</u>	<u>-</u>
		MOE Exclusion	MOE Exclusion
10,100	10,100		
<u>10,100</u>	<u>10,100</u>	<u>-</u>	<u>-</u>
<u>2,856,889</u>	<u>1,390,889</u>	<u>504,000</u>	<u>962,000</u>
\$ 1,466,000			

Attachment: FY 1718 MOE Signed (1304 : Measure M (M2) Compliance Reporting)

**CITY OF LAGUNA HILLS
YEAR FISCAL 2017/18
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT No.	PROJECT	FISCAL YEAR 2017/18	GENERAL FUND	GAS TAX	MEAS M COMPETITIVE	QUIMBY ACT FEES	CARITS	PUBLIC ART FUNDS
STREET, SIGNALS AND LIGHTING (100)								
101	Annual Street Maintenance	862,000	-	862,000	-	-	-	-
184	La Paz Road Widening (McIntyre to Cabot)	100,000	-	-	-	-	100,000	-
	Sub-Total	\$ 962,000	\$ -	\$ 862,000	\$ -	\$ -	\$ 100,000	\$ -
STREETSCAPE (300)								
FLOOD CONTROL & WATER QUALITY (400)								
410	NPDES / Water Quality Program	250,000	250,000	-	-	-	-	-
	Sub-Total	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
PARKS (200)								
241	General Park Renovations	250,000	-	-	-	250,000	-	-
	Sub-Total	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -
PUBLIC FACILITIES (500)								
513	Community Center Renovation	170,000	-	-	-	170,000	-	-
514	Sports Complex Renovations	50,000	-	-	-	50,000	-	-
510	Public Art Program - Civic Center	200,000	-	-	-	-	-	200,000
	Sub-Total	\$ 420,000	\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ 200,000
TRAILS AND OPEN SPACE (600)								
609	Multi-use Trail - Community Center to Indian Hill	50,000	-	-	-	50,000	-	-
	Sub-Total	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -
	Grand Total	\$ 1,932,000	\$ 250,000	\$ 862,000	\$ -	\$ 520,000	\$ 100,000	\$ 200,000



APPENDIX D

Eligibility Checklist

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

Capital Improvement Program (CIP)		YES	N/A
1.	Did you submit your draft Measure M2 seven-year CIP to OCTA by June 30?	✓	☐
	a. Did you utilize the required OCTA CIP database?	✓	☐
	b. Have you indicated what percentage of funding will come from each source for each of the projects?	✓	☐
	c. Have you listed projects in current year dollars?	✓	☐
	d. Did you include all projects that are partially, fully, or potentially funded by Measure M2 net revenues?	✓	☐
	e. The council approval date* to adopt the final 7-Year CIP is: <u>June 13, 2017</u>		
*Must be prior to July 31			

Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	✓	☐
	a. Did you provide supporting budget documentation?	✓	☐
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	✓	☐

Pavement Management Program (PMP)		YES	N/A
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? If you are not required to submit a PMP update, check N/A. Refer to Exhibit 3 for local agency PMP submittal schedule.	☐	✓
	a. If yes, did you use the current PMP Certification form (Appendix F)?	☐	☐
	b. If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Program?	☐	☐
4.	If you answered "N/A" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	✓	☐

Resolution of Master Plan of Arterial Highways (MPAH) Consistency		YES	N/A
5.	Did you submit a resolution demonstrating consistency with the MPAH?	✓	☐
	a. Have you enclosed a figure representing your most current circulation element?	✓	☐

Local Signal Synchronization Plan (LSSP)		YES	N/A
6.	Did you adopt and submit an update to the LSSP as part of the current cycle?	✓	☐
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	✓	☐



APPENDIX D

Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
7.	Has your jurisdiction complied with the three year time limit for the use of net revenues over the last year per the requirements outlined in the ordinance?	✓	☐
	a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	☐	☐

Supplanting of Developer Commitments		YES	NO
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with Measure M2 funds?	✓	☐

Mitigation Fee Program		YES	N/A
9.	Does your jurisdiction currently have a defined development impact mitigation fee program in place?	✓	☐
10.	Has your jurisdiction submitted a copy of the current mitigation fee program?	✓	☐
	a. Have you included a copy of your current impact fee schedule; or	✓	☐
	b. Have you provided OCTA with a copy of your mitigation fee nexus study; or	✓	☐
	c. Have you included a copy of your council approved policy; or	✓	☐
	d. Have you provided OCTA with a copy of your council resolution approving the mitigation fee program?	✓	☐

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

Traffic Forums		YES	NO
13.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	✓	☐
	a. If you answered yes, provide date of attendance: 9/29/16 & 2/7/17		

Congestion Management Program (CMP)		YES	N/A
14.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	✓	☐

Kenneth Rosenfield
Name (Print)

Kenneth Rosenfield 6/7/17
Signature Date



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Chair and Agency Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for May 9, 2017, Regular Meeting.

RECOMMENDATION: That the Planning Agency approve the Minutes for the May 9, 2017, Regular Meeting.

ATTACHMENTS:

- PA Minutes 050917

3.7 Approval of Amendment Four to "Cooperation Agreement Between the County of Orange and City of Laguna Hills" for the Purpose of Extending the City's Eligibility to Participate in the County of Orange Community Development Block Grant (CDBG) Program

Recommendation: That the City Council approve Amendment Four to the Cooperation Agreement between the County of Orange and City of Laguna Hills and authorize the City Manager to sign the Amendment.

3.8 Healthy Eating Active Living (HEAL) Cities Campaign

Recommendation: That the City Council approve of the City of Laguna Hills joining the Healthy Eating Active Living Cities Campaign by adopting Resolution No. 2017-05-09-1, A Resolution of the City Council of the City of Laguna Hills, California, that declares Laguna Hills a Healthy Eating Active Living (HEAL) City.

3.9 Authorization to Purchase a Vehicle for the Public Services Department

Recommendation: That the City Council authorize the procurement of a replacement truck for the Public Services Department and approve the future sale of the 2004 truck.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Sedgwick 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 7:23 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments

4.3 APPROVAL OF MINUTES FOR APRIL 25, 2017, REGULAR MEETING

4.3.1 Approval of Minutes for April 25, 2017, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the April 25, 2017, Regular Meeting.

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

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council meeting at 7:25 p.m. All Council Members were present with the exception of Council Member Kogerman.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Public Hearing on 2017 Weed, Rubbish, and Refuse Abatement

Associate Engineer Shah briefly reviewed the information provided in the Staff Report.

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

Recommendation: That the City Council: (1) Conduct a Public Hearing, Receive and Consider all Objections; and (2) Adopt Resolution No. 2017-05-09-2, 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.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Chair and Agency Members

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

ISSUE: Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2017/2018 Capital Improvement Program

RECOMMENDATION: That the Planning Agency adopt a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2017/2018 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401.”

SUMMARY:

In accordance with Section 65401 of the California Government Code, a Capital Improvement Program (CIP) is required to be submitted to the City’s Planning Agency for review and determination as to its conformance with the adopted General Plan. Staff recommends that the Planning Agency make a finding that the Fiscal Year 2017/2018 projects included in the CIP are in conformance with the General Plan by adopting a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2017/2018 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401.”

BACKGROUND:

California Government Code Section 65401 requires that departments within municipalities responsible for implementing CIP projects prepare and present the following to the Planning Agency: (1) A comprehensive list of the proposed CIPs for the

CIP Conformity with the General Plan

June 13, 2017

Page 2

following budget cycle; and (2) A report as to conformity of that plan with the adopted General Plan.

The CIP will be recommended for adoption by the City Council on June 13, 2017. The specific projects included in the Fiscal Year 2017/2018 CIP, along with the accompanying General Plan goals they support, are described below. CIP projects for Fiscal Year 2018/2019 are also included for reference since the City adopts a “two-year budget.” The identified CIP project numbers correspond to the budget project numbers and categories as listed in Exhibit A of the attached Resolution.

Streets, Signals, and Lighting

The following projects meet the Mobility Goal M-1 (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and Mobility Goal M-2 (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- Annual Street Maintenance (CIP 101) – Provides an annual street maintenance program aimed at increasing pavement life as well as improving the appearance and ride quality of the City’s roadway network.
- Traffic Signal Improvements/Coordination Projects (CIP 168) – Provides for the interconnection and synchronization of traffic signals for improved traffic flow and traffic safety.
- La Paz Road Widening (McIntyre to Cabot) (CIP 184) - Provides compliance with the Master Plan of Arterial Highways and Mobility Element to expand the traffic carrying capacity of the roadway and for traffic safety.

Parks

The following projects meet Conservation and Open Space Goal COS-2 (Expand and maintain the City’s integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- General Park Renovations (CIP 241) – Provides for the renovation of existing park and playground improvements throughout the City’s local park system to include the replacement of worn out site amenities as well as minor playground improvements to update worn surfacing.

Flood Control and Water Quality

The following projects meet Conservation and Open Space Goal COS-1 (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

- Storm Drain/Slope Repairs (CIP 403) – Provides funding for drainage or slope repair projects resulting from storm events causing unexpected adverse infrastructure impacts.
- NPDES/Water Quality Program (CIP 410) – Provides a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems, in accordance with the NPDES permits. This project meets the above mentioned Conservation and Open Space Goal as well as the following:
 - Safety Goal S-6 (Reduce injuries and danger to life, property damage, and public health hazards associated with flooding).
- Water Quality Improvements (CIP 412) – Provides for the installation of debris gates over the inlets of catch basins at approximately 600 locations throughout the City thereby improving pollution prevention and overall storm water quality.

Public Facilities

The following project meets Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Public Art Program – Civic Center (CIP 510) – Provides for the development of public art in accordance with the Public Art Plan.
- Community Center Renovation (CIP 513) – Provides for various scheduled maintenance and equipment replacement at the Community Center building.

CIP Conformity with the General Plan

June 13, 2017

Page 4

- Sports Complex Renovations (CIP 514) - Provides for various scheduled maintenance and equipment replacement at the Sports Complex.

Trails and Open Space

The following projects meet Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Multi-use Trail – Community Center to Indian Hill (CIP 609) – Provides for a trail extension/development and associated open-space landscaping.

Staff recommends that the Planning Agency find that the Fiscal Year 2017/2018 projects included in the CIP are in conformance with the City's General Plan by adoption of the attached Resolution.

CEQA FINDINGS:

The Planning Agency finds that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This General Plan conformity determination does not constitute "approval" of any of the listed projects and, for that reason, this action of the Planning Agency is exempt from the requirements of CEQA. All projects listed in the CIP will be reviewed individually pursuant to the requirements in CEQA and the Planning Agency's review for General Plan consistency does not commit the City to any one of the listed projects. In addition, CEQA guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

ATTACHMENTS:

- CIP Conformity Exhibit A cover sheet Final
- CIP Sheets for Exhibit A
- CIP Conformity Exhibit B Final
- LH Resolution 65401 Conformity Final

EXHIBIT A

CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY LIST AND BUDGET

INCLUDING

FISCAL YEAR 2017-2018 PROJECTS

Attachment: CIP Conformity Exhibit A cover sheet Final (1299 : CIP Conformity with the General Plan)

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
	STREET, SIGNALS AND LIGHTING							
101	Annual Street Maintenance IV- 9	\$ 5,862,000	\$ -	\$ 2,450,000	\$ -	\$ 2,550,000	\$ -	\$ -
112	Traffic Signals IV- 11	325,000	-	-	-	-	-	325,000
139	Cabot Widening - La Paz to Paseo de Valencia IV- 13	3,165,000	-	-	-	-	-	3,165,000
145	Paseo de Valencia Widening IV- 15	6,950,000	-	-	-	-	-	6,950,000
168	Traffic Signal Improvements/Coordination Projects IV- 17	1,600,000	50,000	-	50,000	-	-	1,500,000
170	Access Ramp Construction - Citywide IV- 19	4,300,000	-	-	-	-	-	4,300,000
178	South Moulton Pavement Rehabilitation (VIA Lomas to SCL) IV- 21	1,950,000	-	-	-	-	-	1,950,000
181	Oso Parkway Pavement Rehabilitation (Cabot to WCL) IV- 23	1,950,000	-	-	-	-	-	1,950,000
182	Lake Forest Drive Pavement Rehabilitation (ECL to WCL) IV- 25	1,950,000	-	-	-	-	-	1,950,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd) IV- 27	945,000	-	-	-	-	-	945,000
184	La Paz Road Widening (McIntyre to Cabot) IV- 29	1,775,000	100,000	-	-	-	-	1,675,000
185	Replacement of Illuminated Street Name Signs at all Traffic Signal Locations IV- 31	300,000	-	-	-	-	-	300,000
188	Ridge Route Pavement Rehabilitation - Moulton Parkway to Santa Vittoria Drive IV- 33	825,000	-	-	-	-	-	825,000
	Sub-Total	\$ 31,897,000	\$ 50,000	\$ 2,450,000	\$ 50,000	\$ 2,550,000	\$ -	\$ 25,835,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT NO.	PROJECT	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
		TOTAL COST						
STREETSCAPE								
301	Alicia Parkway Median Islands Landscape Rehabilitation	IV- 36	\$ -	\$ -	\$ -	\$ -	\$ -	1,050,000
305	La Paz Median Islands	IV- 38	-	-	-	-	-	3,750,000
307	Entry Monuments	IV- 40	-	-	-	-	-	500,000
312	Paseo de Valencia Median Island Rehabilitation	IV- 42	-	-	-	-	-	3,450,000
314	Paseo de Valencia Median Islands	IV- 44	-	-	-	100,000	1,900,000	-
315	Rehabilitation of Oso Median Islands	IV- 46	-	-	-	-	-	2,450,000
322	Rehabilitation of Moulton Median Island	IV- 48	-	-	-	-	-	2,050,000
323	Rehabilitation of Laguna Hills Drive Median Island	IV- 50	-	-	-	-	-	850,000
324	Rehabilitation of La Paz Median Island	IV- 52	-	-	-	-	-	975,000
325	Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy	IV- 54	-	-	-	-	-	1,650,000
326	Laguna Hills Drive Median Islands and North Parkway	IV- 56	-	-	675,000	-	-	-
330	Alicia Pkwy & Paseo de Valencia Street Tree Program	IV- 58	-	-	-	-	-	675,000
331	Synthetic Landscape Turf Median Islands	IV- 60	-	-	-	-	-	1,075,000
333	Ridge Route Medians - Moulton Pkwy to Avenida de la Carlota	IV- 62	-	-	-	-	-	2,400,000
334	Aliso Hills Drive North Down Slope	IV- 64	-	-	-	-	-	825,000
335	La Paz Road South Side Slope Renovation	IV- 66	-	-	-	-	-	3,200,000
336	Palermo and Taranto Slope Renovation	IV- 68	-	-	-	-	-	200,000
337	San Remo Drive Slope Renovation	IV- 70	-	-	-	-	-	600,000
338	Paseo De Valencia East and West Parkway Renovation	IV- 72	-	-	-	-	-	1,200,000
339	Paseo de Valencia Southwest Parkway Renovation	IV- 74	-	-	-	-	-	500,000
	Sub-Total		\$ -	\$ -	\$ 675,000	\$ -	\$ 100,000	\$ 27,400,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
	TOTAL COST							
FLOOD CONTROL & WATER QUALITY								
403	Storm Drain/Slope Repairs IV- 77	\$ 150,000	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
406	F23 Canada Channel (Veoh Park) IV- 79	750,000	-	-	-	-	-	750,000
407	Aliso Creek Watershed IV- 81	500,000	-	-	-	-	-	500,000
410	NPDES / Water Quality Program IV- 83	1,500,000	250,000	250,000	250,000	250,000	250,000	-
411	Large Storm Drain Improvements (secondary outlet) IV- 85	300,000	-	-	-	-	-	300,000
412	Water Quality (2) Improvements IV- 87	650,000	325,000	-	325,000	-	-	-
413	Oso Parkway Wetlands IV- 89	450,000	-	-	-	-	-	450,000
	Sub-Total	\$ 4,300,000	\$ 625,000	\$ 250,000	\$ 625,000	\$ 250,000	\$ 300,000	\$ 2,000,000
PARKS								
234	Aliso Hills Park IV- 92	\$ 2,775,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,775,000
238	Community Center and Sports Complex Field Renovations IV- 94	750,000	240,000	-	250,000	-	260,000	-
241	General Park Renovations IV- 96	825,000	250,000	275,000	-	300,000	-	-
	Sub-Total	\$ 4,350,000	\$ 240,000	\$ 275,000	\$ 250,000	\$ 300,000	\$ 260,000	\$ 2,775,000
PUBLIC FACILITIES								
506	Skate Facility Enhancements IV- 99	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
508	Equipment & Supply Storage Building IV- 101	525,000	-	-	-	-	-	525,000
510	Public Art Program - Civic Center IV- 103	200,000	-	-	-	-	-	-
513	Community Center Renovation IV- 105	460,000	170,000	60,000	80,000	50,000	-	-
514	Sports Complex Renovations IV- 107	155,000	50,000	-	25,000	-	50,000	-
515	Community Center and Sports Complex Energy Efficient Field Lights IV- 109	285,000	-	-	-	-	-	285,000
	Sub-Total	\$ 1,925,000	\$ 420,000	\$ 60,000	\$ 105,000	\$ 50,000	\$ 50,000	\$ 1,110,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT NO.	PROJECT	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE
		TOTAL COST						
TRAILS AND OPEN SPACE								
601	Trails Master Plan - Other Projects	IV- 112	\$ -	\$ -	\$ -	\$ -	\$ -	3,000,000
606	Trail Head Plazas	IV- 114	-	-	-	-	-	1,200,000
607	Aliso Hills Channel Pedestrian Crossing JO5PO3	IV- 116	-	-	-	-	-	315,000
608	Multi-use Trail - Alicia to La Paz	IV- 118	-	-	-	-	-	4,200,000
609	Multi-use Trail - Community Center to Indian Hill	IV- 120	50,000	750,000	-	-	-	-
610	Loop Trails in Alicia Open Space	IV- 122	-	-	-	-	-	400,000
611	La Paz Multi-use Trail - Alameda to Paseo de Valencia	IV- 124	-	-	-	-	-	4,725,000
612	Alicia Pedestrian Bridge at Trail	IV- 126	-	-	-	-	-	1,000,000
613	Trail along SJHTC	IV- 128	-	-	-	-	-	300,000
614	Alicia Open Space Landscaping	IV- 130	-	-	-	-	-	11,000,000
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia	IV- 132	-	-	-	-	-	4,900,000
616	Aliso Hills Area Open Space	IV- 134	-	-	-	-	-	4,700,000
617	Oso Parkway Open Space Landscape	IV- 136	-	-	-	-	-	8,600,000
618	Ridge Route Open Space	IV- 138	-	-	-	-	-	800,000
619	Slope Renovation South of Aliso Creek	IV- 140	-	-	-	-	-	600,000
620	Miscellaneous Landscape Renovations - Various Areas	IV- 142	-	-	-	-	-	1,750,000
621	Recycled Water Conversions	IV- 144	-	-	-	-	-	1,050,000
	Sub-Total		\$ 50,000	\$ 750,000	\$ -	\$ -	\$ -	\$ 49,340,000
	Grand Total		\$ 1,932,000	\$ 1,795,000	\$ 3,710,000	\$ 1,030,000	\$ 3,250,000	\$ 107,660,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM**

FUNDING SOURCES

FUNDING SOURCE	FISCAL YEAR 2017/18	FISCAL YEAR 2018/19	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FUTURE	TOTAL
General Fund	\$ 250,000	\$ 325,000	\$ 925,000	\$ 325,000	\$ 350,000	\$ 2,150,000	\$ -	\$ 4,325,000
Gas Tax	862,000	-	2,450,000	-	2,550,000	-	-	5,862,000
Quimby Act	520,000	1,120,000	335,000	355,000	350,000	310,000	285,000	3,275,000
Measure M2 - Competitive	-	300,000	-	300,000	-	-	-	600,000
CARITS	100,000	-	-	-	-	-	-	100,000
Capital Reserve Funds	-	50,000	-	50,000	-	50,000	-	150,000
Public Art Funds	200,000	-	-	-	-	-	-	200,000
Unfunded	-	-	-	-	-	-	107,375,000	107,375,000
GRAND TOTAL	\$ 1,932,000	\$ 1,795,000	\$ 3,710,000	\$ 1,030,000	\$ 3,250,000	\$ 2,510,000	\$ 107,660,000	\$ 121,887,000

**CITY OF LAGUNA HILLS
YEAR FISCAL 2017/18
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT NO.	PROJECT	FISCAL YEAR 2017/18	GENERAL FUND	GAS TAX	MEAS M COMPETITIVE	QUIMBY ACT FEES	CARITS	PUBLIC ART FUNDS
STREET, SIGNALS AND LIGHTING (100)								
101	Annual Street Maintenance	862,000	-	862,000	-	-	-	-
184	La Paz Road Widening (McIntyre to Cabot)	100,000	-	-	-	-	100,000	-
	Sub-Total	\$ 962,000	\$ -	\$ 862,000	\$ -	\$ -	\$ 100,000	\$ -
STREETSCAPE (300)								
FLOOD CONTROL & WATER QUALITY (400)								
410	NIPDES / Water Quality Program	250,000	250,000	-	-	-	-	-
	Sub-Total	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
PARKS (200)								
241	General Park Renovations	250,000	-	-	-	250,000	-	-
	Sub-Total	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -
PUBLIC FACILITIES (500)								
513	Community Center Renovation	170,000	-	-	-	170,000	-	-
514	Sports Complex Renovations	50,000	-	-	-	50,000	-	-
510	Public Art Program - Civic Center	200,000	-	-	-	-	-	200,000
	Sub-Total	\$ 420,000	\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ 200,000
TRAILS AND OPEN SPACE (600)								
609	Multi-use Trail - Community Center to Indian Hill	50,000	-	-	-	50,000	-	-
	Sub-Total	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -
	Grand Total	\$ 1,932,000	\$ 250,000	\$ 862,000	\$ -	\$ 520,000	\$ 100,000	\$ 200,000

**CITY OF LAGUNA HILLS
FISCAL YEAR 2018/19
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT	PROJECT	FISCAL YEAR 2018/19	GENERAL FUND	GAS TAX	MEAS M COMPETITIVE	QUIMBY ACT FEES	CARITS	CAPITAL RESERVE FUND
STREET, SIGNALS AND LIGHTING (100)	168 Traffic Signal Improvements/Coordination Projects	50,000	50,000	-	-	-	-	-
	Sub-Total	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
FLOOD CONTROL & WATER QUALITY (400)	403 Storm Drain/Slope Repairs	50,000	-	-	-	-	-	50,000
	410 NPDES / Water Quality Program	250,000	250,000	-	-	-	-	-
	412 Water Quality (2) Improvements	325,000	25,000	-	300,000	-	-	-
	Sub-Total	\$ 625,000	\$ 275,000	\$ -	\$ 300,000	\$ -	\$ -	\$ 50,000
PARKS (200)	238 Community Center and Sports Complex Field Renovations	240,000	-	-	-	240,000	-	-
	Sub-Total	\$ 240,000	\$ -	\$ -	\$ -	\$ 240,000	\$ -	\$ -
PUBLIC FACILITIES (500)	513 Community Center Renovation	100,000	-	-	-	100,000	-	-
	514 Sports Complex Renovations	30,000	-	-	-	30,000	-	-
	Sub-Total	\$ 130,000	\$ -	\$ -	\$ -	\$ 130,000	\$ -	\$ -
TRAILS AND OPEN SPACE (600)	609 Multi-use Trail - Community Center to Indian Hill	750,000	-	-	-	750,000	-	-
	Sub-Total	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -
	Grand Total	\$ 1,795,000	\$ 325,000	\$ -	\$ 300,000	\$ 1,120,000	\$ -	\$ 50,000

EXHIBIT B

FISCAL YEAR 2017/2018 CAPITAL IMPROVEMENT PROGRAM PROJECTS GENERAL PLAN CONFORMITY FINDINGS

Streets, Signals, and Lighting

The following projects meet the Mobility Goal M-1 (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and Mobility Goal M-2 (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- Annual Street Maintenance (CIP 101) – Provides an annual street maintenance program aimed at increasing pavement life as well as improving the appearance and ride quality of the City’s roadway network.
- Traffic Signal Improvements/Coordination Projects (CIP 168) – Provides for the interconnection and synchronization of traffic signals for improved traffic flow and traffic safety.
- La Paz Road Widening (McIntyre to Cabot) (CIP 184) – Provides compliance with the Master Plan of Arterial Highways and Mobility Element to expand the traffic carrying capacity of the roadway and for traffic safety.

Parks

The following project meets Conservation and Open Space Goal COS-2 (Expand and maintain the City’s integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- General Park Renovations (CIP 241) – Provides for the renovation of existing park and playground improvements throughout the City’s local park system to include the replacement of worn out site amenities as well as minor playground improvements to update worn surfacing.

Flood Control and Water Quality

The following projects meet Conservation and Open Space Goal COS-1 (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

- Storm Drain/Slope Repairs (CIP 403) – Provides funding for drainage or slope repair projects resulting from storm events causing unexpected adverse infrastructure impacts.
- NPDES/Water Quality Program (CIP 410) – Provides a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems in accordance with the NPDES permits. This project meets the above mentioned Conservation and Open Space Goal as well as the following:
 - Safety Goal S-6 (Reduce injuries and danger to life, property damage, and public health hazards associated with flooding).
- Water Quality Improvements (CIP 412) – Provides for the installation of debris gates over the inlets of catch basins at approximately 600 locations throughout the City thereby improving pollution prevention and overall storm water quality.

Public Facilities

The following projects meet Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Public Art Program – Civic Center (CIP 510) – Provides for the development of public art in accordance with the Public Art Plan.

- Community Center Renovation (CIP 513) – Provides for various scheduled maintenance and equipment replacement at the Community Center building.
- Sports Complex Renovations (CIP 514) – Provides for various scheduled maintenance and equipment replacement at the Sports Complex.

Trails and Open Space

The following projects meet Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Multi-use Trail – Community Center to Indian Hill (CIP 609) – Provides for a trail extension/development and associated open-space landscaping.

RESOLUTION NO. PA2017-06-13-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, FINDING THAT THE PROPOSED FISCAL YEAR 2017/2018 CAPITAL IMPROVEMENT PROGRAM CONFORMS WITH THE GENERAL PLAN OF THE CITY OF LAGUNA HILLS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65401

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

WHEREAS, on December 20, 1991, the City of Laguna Hills was established as a duly organized municipal corporation of the State of California; and

WHEREAS, on June 28, 1994, the City of Laguna Hills adopted its General Plan incorporating all state mandated elements; and

WHEREAS, on July 14, 2009, the City of Laguna Hills adopted an update to the Laguna Hills General Plan, which has subsequently been amended from time to time; and

WHEREAS, California Government Code Section 65401 requires the Planning Agency to annually review a comprehensive list of proposed public works projects recommended for planning, initiation, or construction during the ensuing fiscal year, and report to City Council as to conformity of that coordinated program with the City's General Plan; and

WHEREAS, the City Manager of the City of Laguna Hills has prepared a Six-Year Capital Improvement Program Project Summary List and Budget, which identifies proposed Fiscal Year 2017/2018 public works projects; and

WHEREAS, on June 13, 2017, at a regularly scheduled meeting, the Planning Agency reviewed and considered the comprehensive list of Fiscal Year 2017/2018 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget, and concluded said review prior to the adoption of this Resolution.

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

SECTION 1. The foregoing Recitals are true and correct and are incorporated herein by reference.

Resolution No. PA2017-06-13-

SECTION 2. Each of the Fiscal Year 2017/2018 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget, attached hereto as Exhibit "A" and incorporated herein by reference conforms with the City's General Plan based on the information and findings set forth in Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. The Planning Agency finds that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This General Plan conformity determination does not constitute "approval" of any of the listed projects and, for that reason, this action of the Planning Agency is exempt from the requirements of CEQA. All projects listed in the CIP will be reviewed individually pursuant to the requirements in CEQA and the Planning Agency's review for General Plan consistency does not commit the City to any one of the listed projects. In addition, CEQA guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

SECTION 4. Based on the findings and conclusions set forth above, this Resolution shall serve as the Planning Agency's report regarding the conformity of the Fiscal Year 2017/2018 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget with the City's adopted General Plan as required by California Government Code Section 65401.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2017.

DON SEDGWICK, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: LH Resolution 65401 Conformity Final (1299 : CIP Conformity with the General Plan)

Resolution No. PA2017-06-13-

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
PA2017-06-13-X adopted by the Planning Agency of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 13th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: LH Resolution 65401 Conformity Final (1299 : CIP Conformity with the General Plan)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit/Site Development Permit (CUP/SDPM) No. 12-15-3399, a Request by Kevin Akash on Behalf of Elite Hospitality, Inc. to Redevelop the Property at 23061 Avenida De La Carlota in the Mixed-Use Zone and Hospitality Overlay Zone Including Demolition of an Existing 76-Room, Three-Story Motel and Construction and Operation of a New 86-Room, Five-Story Hilton Home2 Suites Hotel

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for CUP/SDPM No. 12-15-3399; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit/Site Development Permit (CUP/SDPM) No. 12-15-3399, a request by Kevin Akash, on behalf of Elite Hospitality, Inc., to redevelop the property at 23061 Avenida de la Carlota in the Mixed-Use Zone and Hospitality Overlay Zone including demolition of an existing 76-room, three-story motel and construction and operation of a new 86-room, five-story Hilton Home2 Suites hotel, and finding that the Project qualifies for the Infill Development Projects Exemption from the California Environmental Quality Act."

SUMMARY:

Kevin Akash, on behalf of Elite Hospitality, Inc., (the "Applicant") has submitted a development application seeking approval of a Conditional Use Permit/Site Development Permit for the redevelopment of its property. The subject property is located at 23061 Avenida de la Carlota in North Laguna Hills and is located in the Mixed-Use Zone (MXU) which implements the property's Mixed-Use (MU) General Plan land

use designation. The property is also included within the City's Hospitality Overlay Zone (HOZ).

The Applicant proposes to demolish an existing +/-33,000 square foot, 76-room, 31-foot tall, three-story motel, and replace it with a +/- 59,000 square foot, 86-room, 72-foot tall, five-story hotel under a Hilton "extended stay" brand known as "Home2 Suites" (Project). The Planning Agency's approval of a Site Development Permit (SDP) is required for development of non-residential uses and or buildings over 20,000 square feet. A Conditional Use Permit (CUP) is also required for hotel uses within the MXU Zone. Staff notes the Applicant is not requesting the approval of any signs at this time and will return at a later date to obtain a Master Sign Program for the property. The Project will be consistent with existing multi-story buildings in the area including the seven-story Spectrum Tower office building, five-story Courtyard by Marriott hotel, and other multi-story office buildings in the area. The proposed hotel use is similar to the existing motel use that has been operating on the property since 1984.

Staff has reviewed the Project for consistency with applicable General Plan goals and policies, the City's development standards, and evaluated the Project's potential environmental impacts. Based on staff's analysis described in more detail below, staff recommends approval of the Project subject to conditions and based on findings supported with substantial evidence. Staff has also determined that the Project is exempt from review under the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 *et. seq.*) and its implementing guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq* "CEQA Guidelines").

BACKGROUND:

The 1.22 acre property is currently developed with a three-story, +/- 33,000 square foot, 76-unit motel including a guest swimming pool area developed under the jurisdiction of the County of Orange in 1984. The site is completely improved with buildings, asphalt parking areas, and non-native ornamental landscaping. The subject property is encumbered by one-foot-wide private drainage easements near the northerly property lines as well as a Southern California Edison (SCE) utility easement measuring 4-feet by 40-feet near the northeast corner of the property. The SCE utility easement is for guywires that support a utility pole located in the public right-of-way on Avenida de la Carlota.

All public utilities and services are provided in the area through the City, County, or other utility providers such as the El Toro Water District, Southern California Edison, and

the Southern California Gas Company. The property is well served by local streets and a mature regional road network which provides local businesses and customers with access to South Orange County as well as to Interstate 5 which is located within a quarter mile of the site.

The property is located within the City's Mixed-Use General Plan land use designation which provides for areas "where a variety of goods and services can be obtained within an overall planned environment. Within the Mixed-Use designation, appropriate land uses include limited industrial and manufacturing uses, administrative and professional uses, institutional and government uses, business support uses, auto-related uses, eating and drinking establishments, personal services, and retail sales of durable goods and general retail sales." (General Plan Land Use Map.) The purpose and intent of the MXU Zoning District is "to provide for areas where a variety of goods and services can be obtained within an overall planned environment. The MXU Zoning District permits commercial, recreational, light industrial, and high density residential uses." (Laguna Hills Municipal Code (LHMC) §9-30.010.) Currently, the uses within the MXU Zoning District include a variety of professional offices, light industrial businesses, public storage facilities, automobile maintenance, automobile repair, body, paint and restoration, and a multitude of restaurant and retail establishments, including hotel and motel uses.

Properties in the vicinity of the site are primarily developed with one- and two-story low-rise industrial and office buildings. Uses adjacent to the property include a retail shopping center to the north, which is separated from the property by a County of Orange flood control channel (the Canada Channel), small office park developments to the south and west, a four-story office building to the east, and a seven-story office building and fast-food restaurant to the northeast across Avenida de la Carlota – a four-lane, 80-foot-wide public street that is included as a part of the OCTA's Master Plan of Arterial Highways as a secondary arterial. Avenida de la Carlota funnels traffic to and away from Lake Forest Drive which is a Major Arterial for the City. According to information collected by the Orange County Transportation Authority (OCTA), the Lake Forest/Carlota intersection handles 35,000 cars per day. The site is well suited for hotel development given its visibility and proximity to the southbound Lake Forest Drive off-ramp for Interstate 5 which is located 700 feet to the north of the Project site. A five-story "Courtyard by Marriott" hotel is located less than one quarter mile from the subject property to the south on Avenida de la Carlota.

In 2014, the City Council enacted the HOZ and included the subject property and eight other properties in an effort to attract hotel development to the City. The HOZ

increased allowable building areas, reduced building setbacks, and increased building heights from 40 feet to 75 feet. By loosening the City's development standards, it was hoped that hotel developers would be enticed to convert existing buildings into hotels, or further develop underutilized sites for hotel purposes. In April, the City Council amended the HOZ development standards to increase the permitted building area allowed on a property by 10 percent if it included a hotel. The HOZ standards from LHMC §9-11.050 are summarized below:

HOSPITALITY OVERLAY ZONE DEVELOPMENT STANDARDS

Item	Standard
Maximum lot coverage	50%
Maximum density	1.1 FAR
Maximum building height	75 ft.
Minimum setback—front:	
Parking lot	5 ft.
Parking structure	10 ft.
Building	10 ft.
Minimum setback—side (interior)	10 ft.
Minimum setback—street side	10 ft.
Minimum setback—rear	15 ft.
Minimum landscape coverage	15%

AUTHORITY

The City's Zoning and Development Code (hereinafter "Zoning Code") contained in Title 9 of the LHMC contains development standards and procedures for the establishment of uses and development of property within the City. Properties in the MXU Zone are subject to the development standards in Chapter 9-30 (MXU Mixed-Use

District) of the Zoning Code. In addition, the property is included in the HOZ and is subject to the standards contained in Chapter 9-11 of the Zoning Code. HOZ standards are found at Section 9-11.050.

Hotels are subject to the approval of a CUP as specified in the requirements of the MXU Zone found in Table 9-30.020. A development over 20,000 square feet in the MXU Zone is also subject to the approval of a Site Development Permit (SDP) pursuant to Table 9-30.020 and Section 9-92.080(G)(2) of the Zoning Code. CUPs and SDPs are subject to the procedures contained in Chapter 9-92 of the Zoning Code. To approve the Project, the Planning Agency must make the required findings for approval for both the requested CUP and SDP in Section 9-92.080(C) and Section 9-92.080(G)(2) of the Zoning Code for CUPs and SDPs, respectively.

PROJECT DESCRIPTION

The Applicant proposes to redevelop the existing site by demolishing the existing motel and replacing it with an 86-room, five-story hotel consisting of +/- 59,720 square feet, under the Hilton Hotels brand Home2 Suites. The Home2 Suites brand is one of Hilton's extended stay hotels that caters to business and leisure travelers and is considered to be a mid-tier hotel brand. Hotel rooms are substantially larger and provide significantly more amenities over the current Comfort Inn brand. Guest rooms will include a small kitchen (consisting of a microwave, refrigerator, and dishwasher) and work space. The brand is also pet friendly and allows pets to be kept in guest rooms.

All rooms are considered to be suites by hotel industry standards. As a hotel catering in part to business travelers, Home2 Suites includes a small business center, fitness facilities, meeting rooms, and outdoor amenities such as a swimming pool and barbecue/patio. A guest laundry is also included. The brand does not include a full-service hotel kitchen, but does provide hot food service for guests in the morning. The proposed hotel plan does not provide amenities for events such as conferences or weddings.

Parking and Emergency Access

The property will include 86 parking spaces, including four ADA accessible guest stalls and four electric vehicle (EV) stalls with charging stations. Vehicles will access the development off Plaza Point Drive where existing access to the motel is currently situated. Parking for the development is generally situated on the west half of the property, behind the new hotel building, and along the south property line. The parking

drive aisles, which create a loop within the property, also serve as a fire lane access for OCFA equipment. OCFA has approved the proposed site circulation for emergency access.

Landscaping

Over 11,500 square feet of project landscaping is provided and accounts for approximately 20 percent of the site area. It is well distributed within the Project boundaries and interior parking areas. Nearly 10 percent of the landscaped area is dedicated to the hotel's guest open space area which also includes a +/- 2,300 square foot pool and deck, barbeque, and patio area. In addition to the site landscaping, the development includes a 10-foot landscaped setback along the front property line adjacent to Plaza Pointe Drive. Frontage along Avenida de la Carlota is similarly landscaped.

Project Architecture

The hotel exterior follows the Home2 Suites branding which includes rich, contrasting earth tone colors applied over large façade segments using changes in color to reduce building massing. Wall plane articulation at 20-foot and 40-foot intervals, and horizontal articulation of the building roofline also provide architectural relief to the building exterior and provides Home2 Suites with a distinct look for its brand. The orientation and height of the building provides the development with significant exposure to the southbound Lake Forest off-ramp for Interstate 5 which provides desirable site recognition for the property as hotel guests exit the freeway. Staff notes that while the proposed elevation plans presented to the Planning Agency may depict signage, the Applicant is not requesting any signage approval at this time and will be coming back to the Planning Agency for approval of a Master Sign Program as allowed by the Zoning Code.

Project Grading

Preparation of the site for development will involve less than 500 cubic yards of grading as only minor re-contouring of the site is necessary to maintain existing drainage patterns while incorporating new improvements proposed on the site such as the new building and swimming pool/patio, parking, and landscape areas. The proposed grading is the equivalent of removing three inches of soil over the entire site and is expected to take two to three weeks to complete. Demolition of the existing improvements on the site is expected to generate less than 100 loads of debris and will take up to four weeks

to complete. Completion of construction is expected to take approximately nine months. The Applicant will need to work with SCE to modify its easement. The Applicant has had preliminary discussions with the utility which has indicated that it is possible to alter the easement. Existing drainage easements are in place to accept water runoff from adjoining properties. The Applicant's grading plan indicates those easements and improvements will remain.

Sustainability

Sustainability is a key design feature and point of emphasis for Home2 Suites, with the brand incorporating various environmentally conscious operations and amenities into each hotel. Guest suites feature low-flow showers and faucets, compact fluorescent light bulbs, dual-flush toilets, biodegradable food trays, recycled flooring and carpet tiles, Energy Star appliances, tamperproof bulk bath amenities, and other sustainable product selections. In addition, each hotel features a saline-based pool, surfaces made from recycled content, and landscaping that includes indigenous-only plants to minimize water usage and irrigation needs. Home2 Suites hotels will also incorporate Hilton Worldwide's LightStay system, which measures energy use, water consumption, waste and carbon output to maximize energy efficiency while reducing waste and carbon emissions. In implementing the system, Hilton has collected data indicating their operations have reduced energy and water use by 17 percent, reduced waste by over 30 percent, and reduced their carbon output by 23 percent since enacting the program seven years ago.

In addition to the operational measures identified above, the development of the property is subject to the 2016 California Green Building Code which encourages sustainable construction practices through energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality. With the application of the 2016 California Green Building Code, the Project will divert 65 percent of its construction waste from landfills, incorporate on-site recycling containers for guests, use energy efficient hot water systems, utilize drought tolerant landscaping, and provide EV charging stations. Hilton's LightStay system already includes several of these measures.

ANALYSIS

As a built-out City, new development in Laguna Hills is expected to occur through the redevelopment of obsolete or underutilized sites. In urban/sub-urban areas such as Laguna Hills, development that occurs on property where existing buildings will be

demolished and replaced with new development is generally referred to as “infill” development. The City’s Land Use Element provides (in relevant part) that infill development occurring within the City should enhance community character, optimize the use of existing infrastructure, and enhance retail viability (2009 City of Laguna Hills General Plan Land Use Element pp. LU-15). The proposed Project accomplishes these objectives by: (1) Providing for the replacement of a structure over 30 years old with a new, architecturally modern, energy efficient building; (2) Utilizing existing infrastructure capacity including existing streets, water lines, sewer lines and other utilities and services to support the proposed additional development of the property without the need to expand utilities or services to serve the development; and (3) Enhancing the community’s retail viability by adding more hotel rooms to the City’s current base of existing rooms. Increasing the City’s room base adds additional business and tourism travel to the City where guests have the opportunity to shop and dine in local businesses.

The Project also addresses the General Plan’s broader goals and policies from the Land Use Element which direct the City to pursue sustainable development, development that beautifies and enhances the character of the community, and development that promotes responsible economic development. General Plan Land Use Element goals that describe these goals and policies in more detail include Goal LU-3 (Sustainable and Creative Infill Development), Goal LU-4 (Community Identity Enhancement), and Goals LU-5 and LU-7 (Fiscal Health and Economic Sustainability). The Project incorporates sustainable elements in both its construction and operational aspects. The Project is consistent with Goal LU-3 in that it will comply with the Cal Green Building Code, the City’s water quality requirements, solid waste reduction requirements, and drought tolerant landscaping requirements. Once the project is operational, the Applicant will implement Hilton’s Lightstay Program which establishes best practices to reduce energy use. The Project is consistent with Goal LU-4 in that the project will provide for the replacement of a structure that is over 30 years old with a new, 5-story, architecturally modern building that will provide a distinct architectural element to North Laguna Hills near the Lake Forest off-ramp for Interstate 5. The Project will also add additional hotel rooms to the City’s existing base of rooms, and cater to business travelers and tourists utilizing an extended-stay hotel format. Where the current motel use is more oriented to guests for single-night stays, guests seeking accommodations in an extended-stay hotel format would be more likely to shop and dine at local businesses, supporting Goals LU-5 and LU-7 which encompass fiscal sustainability and expansion of private sector businesses.

Consistency with the City's Zoning Code was also reviewed to ensure the Project would meet all of the City's development requirements. While the Project is located within the MXU Zone, the HOZ standards also apply as the property is also located within the overlay zone. The MXU Zone standards were implemented to manage the general office and low-rise industrial developments that existed in North Laguna Hills prior to the area's annexation into the City in the mid-1990s. The HOZ was enacted by the City in 2014 as a means of encouraging hotel development given that a portion of the MXU zone maintained excellent freeway visibility that would be suitable for hotel development. For hotel projects, the HOZ standards are applied in-lieu of the MXU zone requirements.

In analyzing the proposed site plan, staff has determined that the property meets all development standards of the Zoning Code for the HOZ and MXU Zones. The table below indicates the minimum and maximum requirements for development and depicts how the proposed development complies with the requirements of the HOZ:

Item	Standard	Proposed
Maximum lot coverage	50% (53,134 s.f.)	22% (11,691 s.f.)
Maximum density	1.1 FAR (58,538 s.f.)	1.05 FAR (55,929 s.f.)
Maximum building height	75 ft.	73 ft.
Minimum setback—front:		
Parking lot	5 ft.	6 ft.
Parking structure	10 ft.	NA
Building	10 ft.	10 ft.
Minimum setback—side (interior)	10 ft.	54 ft.
Minimum setback—street side	10 ft.	33 ft.
Minimum setback—rear	15 ft.	158 ft.
Minimum landscape coverage	15% (7,971 s.f.)	22% (11,691 s.f.)

In addition to the development standards above, the City's parking code also requires one stall per guest room plus additional parking for other accessory uses (LHMC, Table 9-44(A)). With 86 rooms the development provides 86 spaces and meets the minimum parking requirements. Since no other accessory uses are proposed other than amenities for guests, no additional parking is required beyond guest room parking. In terms of parking circulation, the development will be sufficiently served by the proposed on-site parking layout and site ingress/egress to Plaza Pointe Drive. The Project provides adequate OCFA emergency access and meets minimum parking and aisle standards as depicted on the proposed site plan.

Review of Potential Environmental Impacts

With any discretionary development project, CEQA requires that a project's potential direct and indirect physical changes to the environment be evaluated. For this Project, an analysis was undertaken to determine if the project qualified for an exemption from the requirements of CEQA based on the allowances contained in the CEQA Guidelines for infill projects. Specifically, the City considered the CEQA exemption for infill projects. (CEQA Guidelines § 15332.) In order to qualify for the infill exemption, the following criteria must be met:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare, or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

Staff has determined that the Project meets the five criteria identified above, as follows:

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General Plan and Zoning Consistency: As described above, the Project is consistent with the property's applicable General Plan designation, policies, zoning code, and zoning regulations. (CEQA Guidelines §15332(a).)

Property Setting: As described above, the subject property is located within the City of Laguna Hills on a 1.22 acre property within an urban setting. (CEQA Guidelines §15332(b).)

Habitat: The subject property is a fully improved parcel with existing development consisting of a three-story hotel building, 86-space parking lot, swimming pool, and ancillary site landscaping. No properties within Laguna Hills are included in any plan such as a Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP). The General Plan does not identify that the area is located within an environmentally sensitive area for endangered flora and fauna. As a developed commercial property in a highly urbanized setting, the property is devoid of habitat associated with endangered, rare or threatened species. (CEQA Guidelines § 15332(c).)

Traffic/ Air/ Noise/ Water Quality Impacts:

Traffic

In March 2017, the City studied traffic levels in the HOZ as part of a zoning text amendment process to increase allowable floor area. A Traffic Impact Study (TIS) entitled "Amendment to the 2014 Overlay Zone Land Use Modification Traffic Impact Study" was prepared by RK Engineering Group dated March 31, 2017. The TIS determined existing traffic conditions by using traffic data from the November 2015 Traffic Study prepared for the Five Lagunas Project. Five study intersections were identified which included the following:

Moulton Parkway at Lake Forest Drive
 Moulton Parkway at Ridge Route Drive
 Ridge Route Drive at Avenida de la Carlota
 I-5 Southbound Off-Ramp at Lake Forest Drive
 I-5 Northbound On-Ramp at Lake Forest Drive

The City's General Plan indicates that intersections should not exceed an operational level of LOS D (except for CMP arterials, which should not exceed an LOS E). Under existing conditions in the HOZ, no study intersection exceeded a Level of Service (LOS) of C in either the AM or PM peak hour traffic condition. At Interstate 5 on/off ramps the

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HCM methodology was used consistent with Caltrans requirements. Table 3 of the TIS reflects the existing conditions at the study intersections. The information is summarized below:

Study Intersection	Traffic Control ²	Intersection Approach Lane(s) ¹												ICU Methodology ³		HCM Methodology ⁴			
		Northbound			Southbound			Eastbound			Westbound			Critical V/C Ratio	Level of Service	Delay (Seconds)		Level of Service	
		L	T	R	L	T	R	L	T	R	L	T	R			AM	PM	AM	PM
Irvine Center Dr - Moulton Pkwy (NS) at:																			
42. Lake Forest Dr (EW)	TS	2.0	3.0	1.0	2.0	2.5	0.5	2.0	3.0	1.0	2.0	3.0	1.0	0.455	0.687	A	B	N/A	N/A
43. Ridge Route Dr (EW)	TS	2.0	4.0	1.0	2.0	3.0	1.0	1.0	2.0	1.0	2.0	2.0	1.0	0.360	0.580	A	A	N/A	N/A
Avenida De La Carlota - I-5 SB Ramps (NS) at:																			
49. Lake Forest Dr (EW)	TS	1.0	0.0	2.0	2.5	1.5	1.0	0.0	3.5	0.5	2.0	2.5	1.5	0.662	0.766	B	C	26.8	27.5
I-5 NB Ramps (NS) at:																			
50. Lake Forest Dr (EW)	TS	2.0	0.0	2.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	2.5	1.5	0.400	0.564	A	A	22.8	20.0
Avenida De La Carlota - I-5 SB Ramps (NS) at:																			
52. Ridge Route Dr (EW)	TS	1.0	2.0	0.0	0.0	1.5	0.5	1.0	0.0	1.0	0.0	0.0	0.0	0.434	0.777	A	C	N/A	N/A

As stated above, in March 2017 the City studied traffic levels in the HOZ as part of a zoning text amendment process to increase allowable floor area for hotel development. The additional floor area was estimated to allow the construction of 100 additional hotel rooms over and above what was permitted by HOZ standards in effect prior to the amendment to the HOZ standards. The TIS estimated increased traffic for 100 hotel rooms using ITE's 9th Edition Trip Generation Handbook. The following summarizes daily trips and peak hour trips from the Project. This information can be found in Table 2 of the TIS. The proposed Project would result in a net increase of only 10 rooms over existing conditions.

Land Use	Quantity	Units	Peak Hour						Daily
			AM			PM			
			In	Out	Total	In	Out	Total	
Hotel	100	Rooms	31	22	53	31	29	60	817
Totals			31	22	53	31	29	60	817

When traffic from the 100 hotel rooms analyzed was applied to the existing Year 2017 traffic volumes, it was determined that there was no change in the LOS to any of the study intersections. Table 4 of the TIS reflects this condition which is also depicted in the Table below.

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Study Intersection	Traffic Control ²	Intersection Approach Lane(s) ¹												ICU Methodology ³		HCM Methodology ⁴			
		Northbound			Southbound			Eastbound			Westbound			Critical V/C Ratio	Level of Service	Delay (Seconds)		Level of Service	
		L	T	R	L	T	R	L	T	R	L	T	R						
Irvine Center Dr - Moulton Pkwy (NS) at:														AM	PM	AM	PM	AM	PM
42. Lake Forest Dr (EW)	TS	2.0	3.0	1.0	2.0	2.5	0.5	2.0	3.0	1.0	2.0	3.0	1>>>	0.455	0.687	A	B	N/A	N/A
43. Ridge Route Dr (EW)	TS	2.0	4.0	1.0	2.0	3.0	1.0	1.0	2.0	1.0	2.0	2.0	1.0	0.360	0.580	A	A	N/A	N/A
Avenida De La Carlota - I-5 SB Ramps (NS) at:																			
49. Lake Forest Dr (EW)	TS	1.0	0.0	2>	2.5	1.5	1.0	0.0	3.5	0.5	2.0	2.5	1.5>>>	0.668	0.779	B	C	27.5	28.2
I-5 NB Ramps (NS) at:																			
50. Lake Forest Dr (EW)	TS	2.0	0.0	2.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	2.5	1.5>>>	0.402	0.565	A	A	22.8	20.0
Avenida De La Carlota - I-5 SB Ramps (NS) at:																			
52. Ridge Route Dr (EW)	TS	1.0	2.0	0.0	0.0	1.5	0.5	1.0	0.0	1.0	0.0	0.0	0.0	0.434	0.779	A	C	N/A	N/A

All study intersections maintained their respective LOS even after a 100 hotel room increase was analyzed.

The TIS also evaluated potential cumulative traffic impacts to determine if any significant cumulative impacts would be created with a 100 hotel room increase in the HOZ. The cumulative (Year 2018) traffic analysis is shown in Table 6 of the TIS. All study area intersections were found to operate at level of service C or better for these conditions.

Study Intersection	Traffic Control ²	Intersection Approach Lane(s) ¹												ICU Methodology ³		HCM Methodology ⁴			
		Northbound			Southbound			Eastbound			Westbound			Critical V/C Ratio	Level of Service	Delay (Seconds)		Level of Service	
		L	T	R	L	T	R	L	T	R	L	T	R						
Irvine Center Dr - Moulton Pkwy (NS) at:														AM	PM	AM	PM	AM	PM
42. Lake Forest Dr (EW)	TS	2.0	3.0	1.0	2.0	2.5	0.5	2.0	3.0	1.0	2.0	3.0	1>>>	0.460	0.693	A	B	N/A	N/A
43. Ridge Route Dr (EW)	TS	2.0	4.0	1.0	2.0	3.0	1.0	1.0	2.0	1.0	2.0	2.0	1.0	0.363	0.586	A	A	N/A	N/A
Avenida De La Carlota - I-5 SB Ramps (NS) at:																			
49. Lake Forest Dr (EW)	TS	1.0	0.0	2>	2.5	1.5	1.0	0.0	3.5	0.5	2.0	2.5	1.5>>>	0.679	0.790	B	C	27.6	28.6
I-5 NB Ramps (NS) at:																			
50. Lake Forest Dr (EW)	TS	2.0	0.0	2.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	2.5	1.5>>>	0.409	0.573	A	A	22.8	20.1
Avenida De La Carlota - I-5 SB Ramps (NS) at:																			
52. Ridge Route Dr (EW)	TS	1.0	2.0	0.0	0.0	1.5	0.5	1.0	0.0	1.0	0.0	0.0	0.0	0.447	0.792	A	C	N/A	N/A

Since no intersections exceed an LOS D with 100 additional hotel rooms, the Project (which only adds traffic from 10 hotel rooms to the study intersections) will not result in any significant impacts either cumulatively, or as a stand-alone project (CEQA Guidelines §15332(d)).

Air

An analysis was performed to identify any potential increase in emissions between the existing 76-room motel use and an 86-room hotel use. To evaluate air impacts from the additional development, and to maintain consistency with the air quality analysis methodology used to evaluate buildout of the City's planning area in 2009, URBEMIS 2007 (v9.2.4) was used to estimate potential air quality emissions from 10 additional

rooms. Construction emissions were also evaluated. Emissions using the URBEMIS model were as follows (including direct and indirect emissions – shown in pounds/day):

Construction Emissions

ROG	NOx	CO	SO2	PM10	PM2.5
40.3	52.89	32.81	0.01	12.10	1.85

Operational Emissions

ROG	NOx	CO	SO2	PM10	PM2.5
1.07	1.41	12.72	0.02	3.53	0.67

In comparison, SCAQMD thresholds for pollutants are as follows:

	ROG	NOx	CO	SO2	PM10	PM2.5
<i>SCAQMD Emissions Threshold</i>	<i>55</i>	<i>55</i>	<i>550</i>	<i>150</i>	<i>150</i>	<i>55</i>

As to CO hotspot analysis, the City's HOZ Amendment TIS was again used to review the potential for CO hotspot impacts. Typically, high CO concentrations are associated with severely congested intersections operating at an unacceptable level of service (LOS E or worse). The nearest major intersection to the project is the Lake Forest/Avenida de la Carlota intersection. In 2015 the intersection maintained an LOS of B in the AM peak hour and an LOS of C in the PM peak hour. The TIS for the addition of 100 hotel rooms to the HOZ resulted in a projected increase in traffic by 53 AM peak hour trips and 60 PM peak hour trips. The TIS determined the traffic from 100 hotel additional rooms would result in an approximate 1 percent increase over existing conditions and would not result in a change in LOS. Typically, for an intersection to exhibit a significant CO concentration, it would operate at LOS E or worse without improvements (Caltrans 1997). Since the addition of 100 rooms would not result in an LOS E or worse at the nearest intersection from 100 rooms, the proposed net increase of 10 rooms (over existing conditions) would have even less impacts and not result in the creation of a CO hotspot.

The Project, therefore, will not result in any significant air quality impacts. (CEQA Guidelines §15332(d).)

Noise

The City's Noise Ordinance regulates temporary noise from construction by limiting the hours of excessive construction noise, or the operation of machinery or equipment for extended periods of time. Implementation of the standards contained in the City's General Plan and Noise Ordinance (Chapter 5-24 of the Municipal Code) also serve to avoid permanent noise increases and ensure that any potential noise impacts will be consistent with the City's standards. No sensitive receptors such as schools or residences are located near the Project. Chapter 5-24 also limits the hours of construction to avoid causing excessive ground borne vibration during construction. Therefore, the Project will not result in any significant noise impacts. (CEQA Guidelines §15332(d).)

Water Quality

This Project is subject to the City's standard conditions that require compliance with state, federal, and local water quality requirements during construction and in the post-construction phase. Water quality measures will be implemented through the City's review and approval process for storm water pollution prevention plans (SWPPPs) during construction, through the use of structural best management practices (BMPs), and through the approval of water quality management plans that are implemented post-construction over the life of a development. Typical BMPs in construction include erosion control during grading and construction, the use of wash-down areas for vehicles and equipment, use of sand bag barriers to contain run-off, and storm drain inlet protection, among others. Operational BMPs after construction could include the use of vegetated swales, clarifiers, infiltration areas, and detention basins, among others. Therefore, the Project will not result in any significant water quality impacts. (CEQA Guidelines §15332(d).)

Utilities and Public Services*Fire Protection*

The OCFA maintains a ratio of 0.75 firefighters per 1,000 residents for the City. Fire Station #22, which serves Laguna Hills, currently exceeds this ratio. Since no permanent population is being added with the Project, no significant impacts will result.

Police Services

The Orange County Sherriff's Department (OCSD) does not utilize a standard personnel-to-population ratio to measure the adequacy of policing levels within the City. Instead, the OCSD analyzes demographics, calls for service, population, and crime trends to determine the level of police services needed in the service area. Given that the increase in development is an additional 10 hotel rooms, it is not anticipated that the proposed Project will result in any need for new or altered police protection services facilities.

Schools

The proposed Project will not have a direct adverse effect on local school services since no provision is being made for housing as part of the Project. The Project could result in additional employment generation but it is not expected to result in a significant enrollment in local schools. Additional employment needed to service the project is expected to be less than 5 additional employees given typical U.S. hotel staffing ratios according to hotel industry standards. The Saddleback Valley Unified School District is authorized to charge and collect school impact fees to offset impacts to its schools as a result of new development. New student enrollment occurring as a result of this Project would be offset by the school district's collection of fees.

Parks

The City maintains a ratio of 5 acres of open space per 1,000 residents and maintains nearly 200 acres of park acreage – a surplus of over 20 acres. Additional visitors to the City as a result of the Project could utilize City parks, but given the City's surplus, the additional visitors to parks generated by the additional 10 hotel rooms will be less than significant.

Wastewater

The El Toro Water District (ETWD) has indicated that existing sewer line infrastructure in its service area is between 4- and 24-inches. Existing line sizes are typical of those needed to serve the development allowed by the Project. As recently as 2014, ETWD has performed a detailed hydraulic analysis of its entire sewer collection system as part of its 2014 Sewer System Management Plan. The ETWD analysis determined that the existing collection system has adequate capacity to accommodate existing and future flows. Almost all of the wastewater generated within the ETWD service area is

conveyed to its water recycling plant where it is either treated and used for irrigation, or disposed of through the South Orange County Wastewater Authority (SOCWA) effluent transmission main and ocean outfall.

In 2014, ETWD submitted its Sewer System Management Plan (SSMP) to the State Water Resources Control Board (SWRCB) in order to comply with Order No. 2006-0003-DWQ (Order) on Statewide General Waste Discharge Requirements for Wastewater Collection Agencies. The Order requires that each agency properly fund, manage, operate, and maintain the sewage collection system for which it is responsible. The State Water Board issued the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003-DWQ on May 2, 2006, as amended by Order No. WQ 2008-0002-EXEC. The Order requires public agencies that own or operate sanitary sewer systems with greater than one mile of pipes or sewer lines to enroll for coverage under the Order. The Order requires Water Recycling Plant agencies to develop sanitary sewer management plans and report all sanitary sewer overflows, among other requirements and prohibitions. ETWD has obtained coverage under the Order and implemented its requirements. Furthermore, the General Order contains requirements for operation and maintenance of collection systems and for reporting and mitigating sanitary sewer overflows (SSO).

In 2014, ETWD reported one incident where its wastewater facilities were not in compliance with the General Order. The District reported that it had one sewer system overflow as a result of an extended “El Nino” rain event. Prior to this event, ETWD reported that it had never had an SSO resulting from insufficient capacity in the collection system.

As a matter of practice, the City routinely reviews development projects in consultation with the appropriate water district to ensure that sufficient wastewater infrastructure capacity continues to be available. The Applicant has been in contact with ETWD which has indicated on a preliminary basis that it will be able to serve the Project and no impacts are anticipated. The Project will be conditioned to obtain necessary approvals from ETWD prior to the issuance of building permits.

The proposed Project will result in an increase in the existing building square footage served by the regional wastewater treatment provider – South Orange County Wastewater Authority (SOCWA). Information obtained from SOCWA indicates that its three regional water treatment facilities have a capacity to treat 26 million gallons of water per day and that 17.4 million gallons of water per day are currently being treated. In 2017, the City studied the addition of 100 hotel rooms to the HOZ (this Project will

increase the number of rooms within the HOZ by 10 rooms). Based on data obtained from the U.S. Environmental Protection Agency's (EPA) ENERGY STAR Data Trends web page, estimated wastewater generation from the increase in FAR would be 12,000 gallons of water per day for 100 rooms which is well within the capacity remaining at SOCWA's water treatment facilities.

No additional water or wastewater facilities are expected to be required as a result of the Project and the Project's impact on existing wastewater facilities will be less than significant.

Storm Drains

The City maintains a substantial network of local storm drain facilities that serve the area. Except during El Nino storm events, existing storm drain facilities handle 85 percent of the rain events experienced by Laguna Hills. The existing site is developed as a 76-room motel and parking lot and is nearly 100 percent impermeable, except for landscape pockets located throughout the site. Based on the Project site plan and conceptual grading plan, the Project will maintain nearly 100 percent of the site in an impermeable condition, which is equivalent to existing site conditions. Therefore, no changes in the quantity of storm water runoff is anticipated. The existing storm drain network is expected to continue to operate in an adequate manner, and no significant impacts resulting from this Project are expected.

Water

The Project is served by ETWD which expects to have adequate water supply available to meet the demand posed by growth within its jurisdiction through 2040 (El Toro Water District, 2016). This determination considered the "build-out" scenario outlined in the City's General Plan, as amended, which included the HOZ. ETWD noted in its 2016 UWMP that it expected to be able to obtain 100% of its water demand in normal years through 2040, regardless of increased demand, which would include demand from the Project (but this was predicated on the availability of supply from MWD). ETWD indicated its 2015 demand for potable and raw water was 8,649 acre feet of water (El Toro Water District 2015 Urban Water management Plan, May 2016). Looking forward from 2016, ETWD actually projects a decrease in its need for water from MWD since it extended its availability of reclaimed water to the City of Laguna Woods, which is also located in its service area (El Toro Water District 2015 Urban Water Management Plan, May 2016). The availability of recycled water is expected to reduce demand for

potable water by 1,600 acre feet. The 2016 UWMP also indicated ETWD could provide up to 109 percent of demand in single and multiple dry years.

Additional development from the Project would result in demand for an additional 1.4 acre-feet of water per year. This represents a 0.02% increase in water demand over the demand ETWD reported in 2015. With ETWDs ability to supply up to 109% of demand from 2016 levels, the additional 0.02% demand for water required by the Project will not be significant.

Landfill

Regional landfills operated by the County of Orange will adequately serve the City's solid waste needs for the foreseeable future. The landfill that accepts waste originating from the City is the Frank R. Bowerman Landfill located in eastern Orange County. Information obtained from the County indicates the landfill is expected to continue operating until 2053, and that it is permitted for to receive 11,500 tons per day (TPD) maximum with an 8,500 TPD annual average. The Applicant will be required to participate in the City's solid waste reduction programs in compliance with the California Integrated Waste Management Act of 1989. No significant impacts are expected. Anticipated waste from demolition is expected to be less than 2,000 cubic feet and 148 tons over a 30-day period. This is equivalent to approximately 5 tons of construction waste per day and which is well within the landfill's TPD maximum.

Other Improvements/ Facilities

The Applicant has been conditioned (Condition 44) to upgrade the Project driveway and any substandard sidewalks adjacent to the Project that may be out of compliance with the Americans with Disabilities Act. Condition 45 also requires the Applicant to obtain approval from SCE prior to the issuance of a building permit to modify or encroach into SCE's existing easement. Private drainage facilities located on the property that serve adjoining properties will remain in place.

The site, therefore, can be adequately served by all required utilities and public services. (CEQA Guidelines §15332 (e).)

PUBLIC COMMENTS

On June 1, 2017, 29 public hearing notices were mailed to property owners within 300 feet of the Project. To date no comments have been received by staff.

CONCLUSION

As described above, the proposed Project is consistent with the City's General Plan and Zoning Code. The Project will further enhance the City's tax base by providing additional Transit Occupancy Tax (TOT) revenue which is a significant source of revenue for the City. The Project will also draw tourist and business travelers to the area who will in turn support local businesses and the local economy.

Since the proposed use is similar to the existing use on the site, staff does not anticipate that the operational aspects of the Project would be substantially different from existing conditions. However, given the Project's close proximity to adjoining properties, staff has recommended several conditions pertaining to construction activity to ensure adjoining businesses are not impacted. Condition 11 requires notice to be mailed to adjacent businesses advising them of the impending construction. Condition 17 requires the Applicant to implement a traffic control plan during construction when the use and delivery and equipment may impede the use of Plaza Pointe Drive, and Condition 19 also requires the Applicant to adhere to the City's Noise Control Ordinance which limits excessive noise between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, 8:00 p.m. and 8:00 a.m. on Saturday, or at any time on Sunday or a federal holiday.

CEQA FINDINGS:

For the reasons described in detail above, staff has determined that this Project is exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines (Class 32 - In-fill Development). The Project is exempt from CEQA as an In-Fill Development for the following reasons: (A) The Project is consistent with the City's applicable General Plan designation and all applicable General Plan Policies as well as with the applicable MXU zoning designation and regulations; (B) The Project is occurring within City limits on a project site of no more than five acres and is substantially surrounded by urban uses; (C) the subject property has no value as habitat for endangered, rare, or threatened species; (D) Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (E) the site can be adequately served by all required utilities and public services.

ATTACHMENTS:

- PA Resolution
- CUP SDPM No. 12-15-3399 Plans
- H2S CITY OF LAGUNA HILLS

RESOLUTION NO. PA2017-06-13-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT (CUP/SDPM) NO. 12-15-3399, A REQUEST BY KEVIN AKASH, ON BEHALF OF ELITE HOSPITALITY, INC., TO REDEVELOP THE PROPERTY AT 23061 AVENIDA DE LA CARLOTA IN THE MIXED-USE ZONE AND HOSPITALITY OVERLAY ZONE INCLUDING DEMOLITION OF AN EXISTING 76-ROOM, THREE-STORY MOTEL AND CONSTRUCTION AND OPERATION OF A NEW 86-ROOM, FIVE-STORY HILTON HOME2 SUITES HOTEL, AND FINDING THAT THE PROJECT QUALIFIES FOR THE INFILL DEVELOPMENT PROJECTS EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

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

WHEREAS, Kevin Akash., on behalf of Elite Hospitality, Inc., (“the Applicant”), has filed an application for Conditional Use Permit/Site Development Permit (CUP/SDPM) No. 21-15-3399 to redevelop the property at 23061 Avenida de la Carlota in the Mixed Use Zone and Hospitality Overlay Zone including the demolition of an existing 76-room, three-story motel and construction and operation of a new 86-room, five-story Hilton Home2 Suites hotel (Project); and

WHEREAS, the City conducted a preliminary review and concluded that the proposed activity is a project subject to the California Environmental Quality Act (CEQA); and

WHEREAS, the proposed Project qualifies for the CEQA exemption for Infill Development Projects where: (a) it is consistent with the City’s applicable General Plan designation and policies, as well as the applicable mixed use designation and regulations; (b) it occurs within City limits on a project site of 1.22 acres, and therefore of no more than five (5) acres, in an urbanized area; (c) it is to be located on site currently operated as a 76-room motel which has no value as habitat for endangered, rare, or threatened species; (d) it will not result in any significant effects related to air quality, noise, traffic or water quality, and (e) it can be adequately served by all required utilities and public services (Code of Regulations, Title 14, § 15332); and

WHEREAS, a public hearing for the Project was duly noticed for the June 13, 2017 Planning Agency meeting; 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 duly noticed public hearing held on June 13, 2017.

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. The Project is exempt from CEQA pursuant to the Infill Development Projects exemption. (California Code of Regulations, Title 14, § 15332.)

SECTION 3. That the findings required for approval of CUP/SDPM No. 12-15-3399 are made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

As a built-out city, new development in Laguna Hills is expected to occur through the redevelopment of obsolete or underutilized sites. In urban/ sub-urban areas such as Laguna Hills, development that occurs on property where existing buildings will be demolished and replaced with new development is generally referred to as "infill" development. The City's Land Use Element provides that infill development occurring within the City should enhance community character, optimize the use of existing infrastructure, and enhance retail viability. The proposed Project accomplishes these objectives by: (1) Providing for the replacement of a structure over 30 years old with a new, architecturally modern, energy efficient building; (2) Utilizing existing infrastructure capacity including existing streets, water lines, sewer lines and other utilities and services to support the proposed additional development of the property without the need to expand utilities or services to serve the development; and (3) Enhancing the community's retail viability by adding more hotel rooms to the City's current base of existing rooms. Increasing the City's room base adds additional business and tourism travel to the City where guests have the opportunity to shop and dine in local businesses.

The Project also addresses the General Plan's broader goals and policies from the Land Use Element which direct the City to pursue sustainable development, development that beautifies and enhances the character of the community, and development that promotes responsible economic development. General Plan Land Use Element goals that describe these goals and policies in more detail include Goal LU-3 (Sustainable and Creative Infill Development), Goal LU-4 (Community Identity Enhancement), and Goals LU-5 and LU-7 (Fiscal Health and Economic Sustainability). The Project incorporates sustainable elements in both its construction and operational aspects. The Project is consistent with Goal LU-3 in that it will comply with the Cal Green Building Code, the City's water quality requirements, solid waste reduction requirements, and drought tolerant landscaping requirements. Once the Project is operational, the

Applicant will implement Hilton's Lightstay Program which establishes best practices to reduce energy use. The Project is consistent with Goal LU-4 in that it the Project will provide for the replacement of a structure over 30 years old with a new, 5-story, architecturally modern building that will provide a distinct architectural element to North Laguna Hills near the Lake Forest off-ramp for Interstate 5. The Project will also add additional hotel rooms to the City's existing base of rooms, and cater to business travelers and tourists utilizing an extended-stay hotel format. Where the current motel use is more oriented to guests for single-night stays, guests seeking accommodations in an extended-stay hotel format would be more likely to shop and dine at local businesses, supporting Goals LU-5 and LU-7 which encompass fiscal sustainability and expansion of private sector businesses.

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

The Project will be consistent with existing multi-story buildings in the area including the seven-story Spectrum Tower office building, five-story Courtyard by Marriott hotel, and other multi-story office buildings in the area. All public utilities and services are provided in the area through the City, County, or other utility providers such as the El Toro Water District, Southern California Edison, and Southern California Gas Company. The property is well served by local streets and a mature regional road network which provides local businesses and customers with access to South Orange County as well as Interstate 5 which is located within a quarter mile of the site. The site is well suited for hotel development given its visibility and proximity to the Southbound Lake Forest Drive off-ramp for Interstate 5 which is located 700 feet to the north of the Project site. The proposed Project, while completely replacing an existing building, will merely be an expansion and continuation of the existing hospitality use located on the property which has existed since 1984. During construction, the Project will be subject to conditions that control construction traffic, noise, and roadway use to minimize disturbances to existing businesses and properties in the area. The operation of the Project will also be subject to conditions that ensure compatibility with surrounding uses including compliance with the City's noise ordinance and property maintenance requirements.

3. 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.

The proposed Project maintains adequate parking, on-site vehicle circulation, emergency access, landscaping, pedestrian walkways, and other required miscellaneous site improvements. Site access has been approved by the Orange County Fire Authority for emergency access,

minimum parking stall sizes and drive aisle widths are provided, ADA accessible walkways are provided, more than the minimum amount of landscaping required for the Project is proposed, and the correct number of parking spaces are provided. The site is therefore adequate in size and shape to accommodate the proposed Project, which can be integrated into the existing and planned uses in the vicinity.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved.

As depicted in the table below, the new building, parking areas, and landscaping meet all development standards. The Project meets requirements for setbacks, height limits, landscape lot coverage, building orientation, and other development standards. Approval of signage has not been requested by the Applicant and will be sought under a separate submittal.

Item	Standard	Proposed
Maximum lot coverage	50% (53,134 s.f.)	22% (11,691 s.f.)
Maximum density	1.1 FAR (58,538 s.f.)	1.05 FAR (55,929 s.f.)
Maximum building height	75 ft.	73 ft.
Minimum setback—front:		
Parking lot	5 ft.	6 ft.
Parking structure	10 ft.	NA
Building	10 ft.	10 ft.
Minimum setback—side (interior)	10 ft.	54 ft.
Minimum setback—street side	10 ft.	33 ft.
Minimum setback—rear	15 ft.	158 ft.
Minimum landscape coverage	15% (7,971 s.f.)	22% (11,691 s.f.)

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions placed on the Project directly relate to the compatibility with adjacent uses and ensuring the safety of those on and around the subject site. Condition 11 requires the Applicant to notify adjacent businesses of impending construction, Condition 14 requires the Applicant to submit a final

lighting and photometric plan to ensure the Project does not emit excessive light or glare, Condition 15 requires the Applicant to abide by the City's "No Smoking" regulations, Condition 17 requires the Applicant to submit a traffic control plan to the Public Services Director to ensure local street access is maintained during construction when construction activity may result in the obstruction of traffic, Condition 19 requires the Applicant to adhere to the City's Noise Ordinance for construction and operations, and Conditions 20-37 require the Applicant to comply with various applicable building and development codes including the building codes, water quality requirements, recycling requirements, hydromodification requirements, and other requirements that ensure that the Project complies with City, State, and Federal laws. Condition 41 requires the Applicant to schedule delivery of equipment and materials during off-peak traffic periods to avoid adding construction traffic to local streets during peak traffic periods thereby reducing traffic congestion, and Condition 45 requires the Applicant to obtain approval from SCE to modify or encroach into an existing SCE easement to ensure SCE's improvements are not damaged.

Site Development Permit

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

The new building, parking areas, and landscaping meet all applicable development standards. The Project meets requirements for setbacks, height limits, landscape lot coverage, building orientation, and other development standards. Approval of signage has not been requested by the Applicant and will be sought under a separate submittal.

2. The site is suitable for the proposed development.

The proposed Project maintains adequate parking, on-site vehicle circulation, emergency access, landscaping, pedestrian walkways, and other required miscellaneous site improvements. The site is therefore adequate in size and shape to accommodate the proposed Project, which can be integrated into the existing and planned uses in the vicinity.

3. The Project is consistent with the General Plan and applicable design guidelines.

As a built-out city, new development in Laguna Hills is expected to occur through the redevelopment of obsolete or underutilized sites. In urban/ sub-urban areas such as Laguna Hills, development that occurs on property where existing buildings will be demolished and replaced with new development is generally referred to as "infill" development. For Laguna Hills, the City's Land Use Element provides that infill development occurring within the City should enhance community character, optimize the use of existing infrastructure, and enhance retail viability. The proposed Project accomplishes these objectives by: (1) Providing for the replacement of a structure over 30 years old with a new, architecturally modern, energy

efficient building; (2) Utilizing existing infrastructure capacity including existing streets, water lines, sewer lines and other utilities and services to support the proposed additional development of the property without the need to expand utilities or services to serve the development; and (3) Enhancing the community's retail viability by adding more hotel rooms to the City's current base of existing rooms. Increasing the City's room base adds additional business and tourism travel to the City where guests have the opportunity to shop and dine in local businesses.

The Project also addresses the General Plan's broader goals and policies from the Land Use Element which direct the City to pursue sustainable development, development that beautifies and enhances the character of the community, and development that promotes responsible economic development. General Plan Land Use Element goals that describe these goals and policies in more detail include Goal LU-3 (Sustainable and Creative Infill Development), Goal LU-4 (Community Identity Enhancement), and Goals LU-5 and LU-7 (Fiscal Health and Economic Sustainability). The Project incorporates sustainable elements in both its construction and operational aspects. The Project is consistent with Goal LU-3 in that it will comply with the Cal Green Building Code, the City's water quality requirements, solid waste reduction requirements, and drought tolerant landscaping requirements. Once the Project is operational, the Applicant will implement Hilton's Lightstay Program which establishes best practices to reduce energy use. The Project is consistent with Goal LU-4 in that it the Project will provide for the replacement of a structure over 30 years old with a new, 5-story, architecturally modern building that will provide a distinct architectural element to North Laguna Hills near the Lake Forest off-ramp for Interstate 5. The Project will also add additional hotel rooms to the City's existing base of rooms, and cater to business travelers and tourists utilizing an extended-stay hotel format. Where the current motel use is more oriented to guests for single-night stays, guests seeking accommodations in an extended-stay hotel format would be more likely to shop and dine at local businesses, supporting Goals LU-5 and LU-7 which encompass fiscal sustainability and expansion of private sector businesses.

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

The site is well suited for hotel development given its visibility and proximity to the Southbound Lake Forest Drive off-ramp for Interstate 5 which is located 700 feet to the north of the Project site. The site design places parking spaces in the rear in order to maintain high building visibility to the street and the Southbound Lake Forest off-ramp for Interstate 5. Perimeter landscaping is provided along all property lines consistent with other developments in the MXU zone. The property has a single point of access on Plaza Pointe Drive which is adequate to serve the site.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP/SDPM No. 12-15-3399 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project Applicant, Kevin Akash, Elite Hospitality, Inc., the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Conditional Use Permit/Site Development Permit (CUP/SDPM) No. 12-15-3399 approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
4. 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.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
 6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
 7. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this Project through the conditions of approval has begun.
 8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
 9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from June 13, 2017.
 10. Within 48 hours from Project approval, the Applicant 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 Determination.

Planning

11. Ten days prior to the issuance of a demolition permit, the Applicant shall mail notification to property owners within 300 feet, the construction schedule and provide the City with a copy of the notice given. The notice shall be reviewed and approved by the Community Development Director prior to mailing.
12. Prior to the issuance of a building permit, the Applicant shall submit a final landscape and irrigation plan to the Community Development Director for review and approval. The plan shall demonstrate compliance with Laguna Hills Municipal Code Chapter 9-46 and 9-47, including installation of "Smart" landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping, as applicable. Where possible the Applicant shall preserve and protect existing trees in place on the site perimeter subject to the review and approval of the Community Development Director.
13. Prior to the issuance of a building permit, the Applicant shall submit a final color and materials board to the Community Development Director for review and approval. Colors and materials shall be in substantial conformance with the application materials provided to the Community Development Department.
14. Prior to the issuance of a building permit, the Applicant shall submit a lighting and photometric plan to the Community Development Director for review and approval. The lighting and photometric plans shall be incorporated into the

- permit plan set. The plan shall include a photometric analysis of proposed lighting and shall comply with lighting requirements of the Laguna Hills Municipal Code, including that light and glare shall not be projected beyond the boundaries of the property. Light fixtures and standards shall be consistent with the architecture of the building.
15. The use shall comply with LHMC Chapter 5-28 (Smoking and Sale of Tobacco Products). Required signage and notices shall be installed prior to the issuance of a Certificate of Use and Occupancy and commencement of the use.
 16. The Applicant shall obtain any and all necessary and/or applicable approvals, including but not limited to a “will-serve” letter, from the El Toro Water District and shall submit proof of such approvals to the Community Development Director prior to issuance of a grading permit.
 17. Prior to the issuance of a demolition permit, the Applicant shall submit a traffic control plan to the Director of Public Services/City Engineer for review and approval to be implemented during demolition and construction phases when access to Plaza Pointe Drive may be limited as a result of construction activities.
 18. Prior to the installation of permanent business identification signs, the Applicant shall submit to the Planning Department an application for, and receive approval from the Planning Agency for, a Master Sign Program for the business, as required by Section 9-42.160-170 of the Laguna Hills Development Code. Such application shall be accompanied by the required fee/deposit. No signs, sign types, or sign locations are approved pursuant to this Permit. Legal non-conforming signs cannot be relocated and shall be removed prior to the issuance of a grading permit. Proposed signs submitted in the application for Master Sign Program will be reviewed for consistency with the sign standards found in Chapter 9-42 of the Laguna Hills Municipal Code.
 19. The Project shall comply with LHMC 5-24 (Noise Control).

Building

20. The Applicant shall be responsible for ensuring all applicable building permits are obtained, as required by section 105 of the 2016 CA Building Code prior to commencement of any work for which a permit is required.
21. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by section 107 of the 2016 CA Building Code.
22. A copy of this Permit (the signed resolution of approval) shall be included in the plan sets submitted for the purpose of permit issuance.

23. Prior to issuance of building permits, approvals from the Director of Public Services/City Engineer are required, including grading plan approval and building pad certification.
24. Prior to building permit issuance, the Applicant shall submit to the Building Department all required approvals from the Orange County Health Department.
25. Prior to issuance of building permits, the Applicant shall submit any and all necessary and/or applicable approvals from the Orange County Fire Authority or provide verification of plan submittal.
26. At time of permit issuance the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork to the Community Development Director, if applicable, as required by City Ordinance No. 2003-9 and to comply with mandates of Cal Recycle.
27. Applicant shall comply with all construction water quality regulations, as required by City Ordinance No. 2003-12.
28. Applicant shall comply with California Disabled Accessibility requirements, as required by Chapter 11B of the California Building Code at the time of document submittal for the purpose of building permit issuance.
29. The Applicant shall demonstrate Project compliance with all requirements of the California Energy Commission at the time of building permit issuance.
30. All construction shall comply with the 2016 CA Building, Plumbing, Mechanical, Electrical, and Green Building Codes with regard to mixed occupancies.

Orange County Fire Authority

31. Prior to building permit issuance, the Applicant shall submit to OCFA for review and approval an Architectural Plan (PR 200-285).

Public Services

32. The Applicant shall submit a final grading plan and erosion control plan on 24"x 36" sheets to the Director of Public Services/City Engineer. All plans shall be prepared by a registered Civil Engineer. The grading plan shall show street, sewer, water, storm drain facility, and all proposed grading. The plans shall show the extent of topography of the grading plan and shall be sufficient to determine drainage impacts to the surrounding area. All grading shall be designed and constructed in accordance with the City's Grading and Excavation Code. The final grading plan shall be approved by the City Engineer prior to the issuance of a building permit. No concentrated drainage shall be allowed onto driveways or sidewalks and shall be conveyed to a water quality device or the street via a storm drain pipeline or culvert, as applicable.
33. Prior to issuance of any grading or building permits, the Applicant shall submit for approval by the Community Development Department and Public Services

Department a water quality management plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on-site to control predictable pollutant run-off. This WQMP shall identify Low Impact Development (LID) BMPs, hydromodification, and routine structural and non-structural measures specified in the current Orange County Drainage Area Management Plan (DAMP) and the Santa Ana Regional Water Quality Control Board requirements. This WQMP must also:

- a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or “zero discharge” areas, conserving natural areas, preserve trees, and retaining existing site hydrology to the maximum extent practicable;
 - b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems.
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer;
 - e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable.
 - f. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded.
34. If the construction area is 1 acre or more, prior to issuance of grading permits, the Applicant 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. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the Project site and be available for City review on request. In addition, the Applicant shall include notes on the grading plans indicating that the Project will be implemented in compliance with the Statewide Permit for General Construction Activities.
35. The Applicant shall comply with hydromodification criteria and provide calculations in the Grading Plan, in accordance with Section F.1.h(5) of Order No. R9-2009-0002 NPDES Permit.

36. Prior to the grading permit close out or the issuance of a Certificate of Use and Occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the satisfaction of the City Engineer, including:
- a. Demonstrates that all structural BMPs described in the Project WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications;
 - b. Demonstrates that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the Project WQMP;
 - c. Demonstrates that an adequate number of copies of the Project's approved Project WQMP are available for the future occupants;
 - d. Demonstrates that the Applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to operate and maintain in perpetuity the post-construction BMPs described in the Project WQMP.
 - e. The Community Development Department and Public Services Department shall determine whether any proposed change in use requires an amendment to an approved Project WQMP and/or recorded document or agreement.
37. Trash/recycling enclosures shall be constructed per the City of Laguna Hills standards including a solid roof and sewer drain connection.
38. The Applicant shall submit a geotechnical report prepared by a registered engineering geologist for approval by the Director of Public Services/City Engineer. The report shall include evaluation of onsite soils and provide recommendations on pavement sections, building foundations, and a discussion of the functionality of the water quality features.
39. No work shall be performed within the public right-of-way, by the Applicant or its agents until a public property encroachment permit is issued by the Director of Public Services/City Engineer and applicable fees have been paid. The driveway modifications, ramps, and sidewalks on the approved plans shall be constructed to the satisfaction of the City Engineer.
40. Construction traffic shall not access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall provide a construction vehicle routing plan for approval by the City Engineer prior to any demolition or construction work.
41. It shall be the Applicant's responsibility to protect-in-place existing public improvements. Public improvements that are damaged as a result of the construction for the Project shall be the responsibility of the Applicant and/or

- contractor of record to repair or replace to the satisfaction of the Director of Public Services/City Engineer.
42. All on site Asphalt Concrete pavements shall be constructed with a minimum structural section of 3" Asphalt Concrete over 4" Class II Aggregate Base compacted to 95% relative compaction or greater, as recommended by the soils engineer.
43. Prior to issuance of Certificate of Occupancy, the Applicant shall evaluate all public right of way sidewalk and driveway grades and cross-fall along the Avenida de la Carlota and Plaza Pointe Drive frontage of the property and shall remove and replace any sections that are not in compliance with the Americans with Disability Act 2% cross-fall limitations and appropriate accessible pathway requirements as approved by the Director of Public Services/City Engineer. At any locations at which accessible handicap ramps are constructed within the public right of way, blue truncated dome panels, as approved by the City Engineer, shall be utilized.
44. Prior to the issuance of a building permit, the Applicant shall obtain any and all necessary and/or required approvals from Southern California Edison (SCE) to encroach into the existing SCE utility easement, or to otherwise modify, amend, or relocate the existing SCE utility easement, and provide the Community Development Director with written proof of SCE's approval, which shall be to the satisfaction of the Director of Public Services/City Engineer.
45. A separate hydrology and hydraulic analysis report shall be provided in accordance with the current County of Orange Hydrology Manual. The Drainage Plan shall provide 100 year storm protection at one foot below all finished floor elevations, collect 25 year storm flows in sump conditions into drainage devices and collect 10 year storm flows in all other cases into drainage devices, not including the required hydromodification retention of flows. During 100 year storm events, one travel lane in each direction on primary internal access roads shall be free of inundation, open and passable as approved by the City Engineer. No onsite development shall impede the functionality of any existing drainage devices in the public right of way. The hydraulic analysis shall demonstrate the above specifications are met. No concentrated drainage shall be allowed onto public driveways or sidewalks and shall be conveyed to the storm drain system prior to the public right of way.

PASSED, APPROVED, AND ADOPTED this 13th day of June, 2017.

DONALD SEDGWICK, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2017- adopted by the Planning Agency of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

GRADING LEGEND & SYMBOLS

-----	PROPOSED STORM DRAIN LINE	FG	FINISHED GRADE
-----	PROPOSED PERFORATED FRENCH DRAIN	FS	FINISHED SURFACE
-----	PROPOSED SQUARE GRATE	TJ	TOP OF WOOD FENCE
-----	PROPOSED PLANTER DRAIN	DS	DOWNSPOUT
-----	PROPOSED ROOF DRAIN SPOT	NY	VERT. ELEVATION
-----	PROPOSED VAN OUTLET CATCH BASIN	TGS	TOP OF SLAB
-----	PROPOSED RETAINING WALL	TG	TOP OF GRADE (DRAIN INLET)
-----	PROPOSED SIDE PLANTER WALL	FL	FLUG LINE
-----	PROPOSED SIDE PROPERTY WALL	EL	EXISTING GRADE ELEVATIONS
-----		6FF	GRAVE FINISHED FLOOR
-----		PA	PLANTED AREA

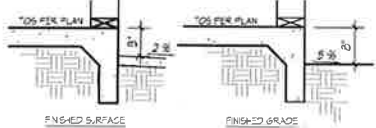
* NOT ALL SYMBOLS USED

SURVEY NOTES:

- TOPOGRAPHIC SURVEY SHOWN ON GRADING PLAN SET FOR REFERENCE PURPOSES ONLY.
- TOPOGRAPHIC SURVEY PREPARED BY: TBA
- SURVEYOR TO FILE A CORNER RECORD OR RECORD OF SURVEY WITH THE OFFICE OF COUNTY SURVEYOR. EVIDENCE OF FILMS SHALL BE SUBMITTED TO BUILDING INSPECTOR PRIOR TO FOUNDATION RESECTION.

GENERAL NOTES:

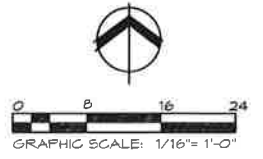
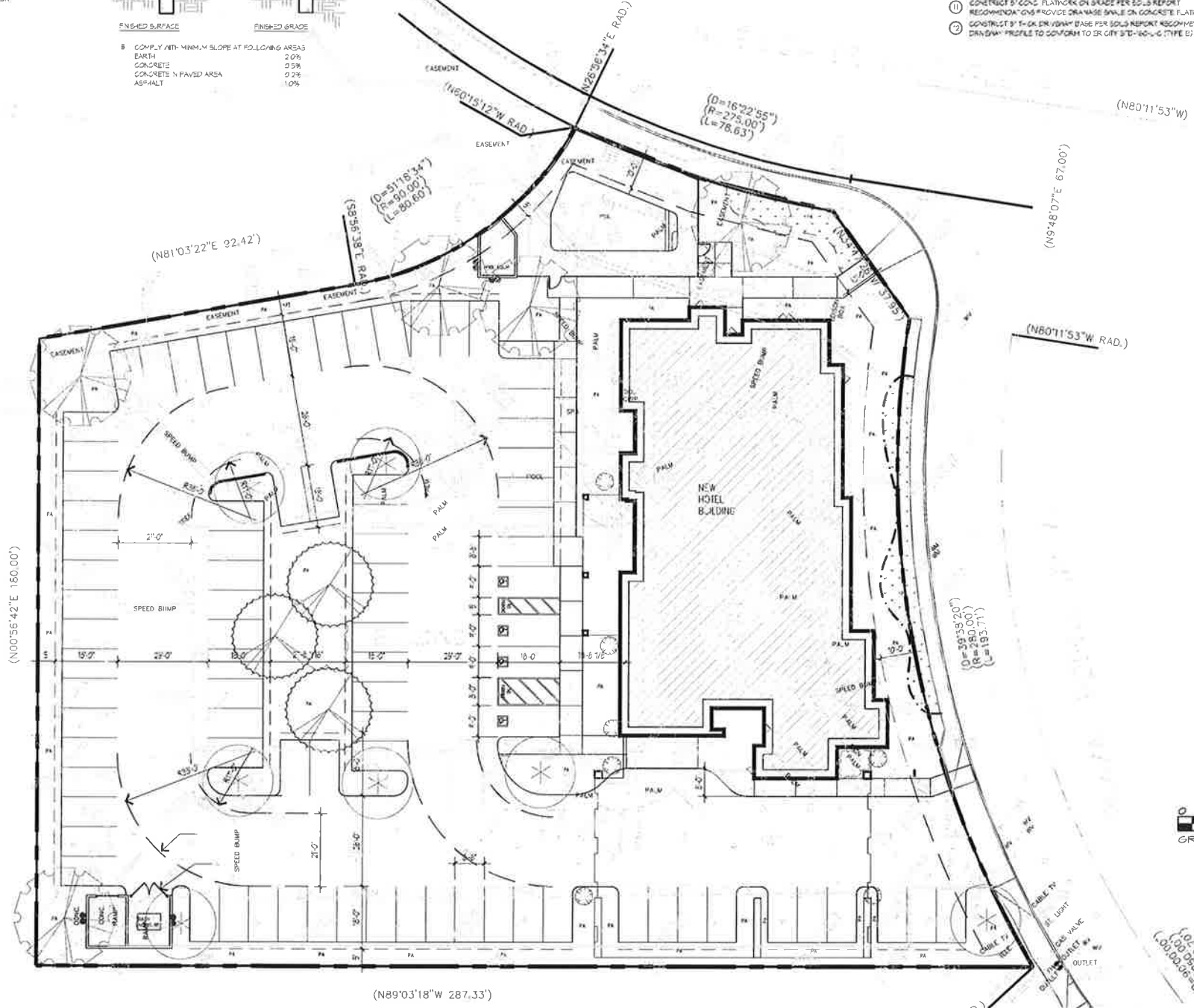
- ALL EXISTING TOPOGRAPHY AND PROPOSED GRADES SHOULD BE FIELD VERIFIED.
- NO UTILITY SEARCH HAS CONDUCTED. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT UTILITIES OR STRUCTURES FOUND ON THE SITE AND TO NOTIFY OWNERS/AGENTS IMMEDIATELY TO RESOLVE ANY CONFLICTS OR ISSUES WITH PROPOSED GRADING DESIGN.
- GRADING AND/OR LANDSCAPE CONTRACTOR SHALL GRADE ALL AREAS TO POSITIVE DRAIN (2% MIN) AND SHALL PROVIDE CARE IN CONSTRUCTION OF MOUNDS AND SLOPES SO POCCINGS WILL NOT OCCUR.
- UNLESS OTHERWISE NOTED, FINISHED FLOOR ELEVATION MUST BE ABOVE ADJACENT FINISHED GRADE OR SURFACE AS SHOWN BELOW.
- PAVED ELEVATION IS ASSIGNED TO BE BASED ON ARCHITECTURAL FLOOR PLAN AND AT LEAST 30" CONCRETE W/ SLAB OVER 2" PROTECTION AND 2" WASTE SLAB AND 12" CLASS 1 FILTER ROCK PER SOLS REPORT AND STRUCTURAL FOUNDATION PLANS. CONTRACTOR TO VERIFY WITH LATEST APPROVED SOLS REPORT AND STRUCTURAL ENGINEER FOR EXACT SLAB RECOMMENDATIONS.
- A PUBLIC WORKS DEPARTMENT ENCROACHMENT PERMIT INSPECTOR IS REQUIRED BEFORE THE BUILDING DEPARTMENT PERMIT FINAL CAN BE ISSUED. AT THE TIME OF PUBLIC WORKS DEPARTMENT INSPECTOR, ANY OF THE EXISTING PUBLIC IMPROVEMENTS SURROUNDING THE SITE IS DAMAGED, NON-CONCRETE SIDEWALK, CURB AND GUTTER, AND ALLEYS/STREET PAVEMENT WILL BE REQUIRED. ADDITIONALLY, IF EXISTING UTILITIES INFRASTRUCTURE AND DEEDED SUBSTANCES A NEW 1-1/2" WATER SERVICE WATER METER BOX, SINKER, LATERAL AND/OR CLEANOUT AT BOX AND ID ALL BE REQUIRED. 100% OF THE COST SHALL BE BORNE BY THE PROPERTY OWNER (MUNICIPAL CODES 16-24.022 AND 14.03.020). SAID DETERMINATION AND THE EXTENT OF THE RETAINMENT WORK SHALL BE MADE AT THE DISCRETION OF THE PUBLIC WORKS INSPECTOR.
- AN ENCROACHMENT AGREEMENT IS REQUIRED FOR ALL NON-STANDARD IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY. ALL NON-STANDARD IMPROVEMENTS SHALL COMPLY WITH CITY COUNCIL POLICY 6 AND 11-5.
- ALL WORK RELATED TO WATER IN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A C-34 LICENSED PIPELINE CONTRACTOR OR AN A LICENSED GENERAL ENGINEERING CONTRACTOR.
- ALL WORK RELATED TO WASTEWATER IN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A C-42 LICENSED SANITATION SEWER CONTRACTOR OR AN A LICENSED GENERAL ENGINEERING CONTRACTOR.



5. COMPLY WITH MINIMUM SLOPE AT FOLLOWING AREAS:
- | | |
|------------------------|------|
| DARTH | 2.0% |
| CONCRETE | 0.5% |
| CONCRETE IN PAVED AREA | 0.2% |
| ASPHALT | 1.0% |

CONSTRUCTION NOTES:

- INSTALL 12" SQ. CATCH BASIN PER SDS 1200 WITH GRATE OR CITY APPROVED EQUAL.
- INSTALL 8" SQUARE GRATE 1' APART, NOS 640 OR EQUAL.
- INSTALL 6" PLANTER DRAIN WITH 4" GRATE, NOS 80 OR EQUAL.
- INSTALL 4" DRAIN PIPE 50R 35 PVS OR EQUAL.
- CONNECT ROOF DRAINSPUTTED DIRECTLY TO SITE DRAINAGE PIPING AS PER SOLS REPORT RECOMMENDATIONS.
- NOT USED.
- CONSTRUCT SLOTTED TRENCH PER WATER QUALITY MANAGEMENT PLAN(PUMP) DESIGN RECOMMENDATIONS FOR WATER TREATMENT.
- INSTALL 4" CHANNEL DRAIN WITH TRAFFIC RATED GRATE AND CONNECT DRAIN OUTLET TO DRAIN LINE.
- INSTALL 2" HINGED CHANNEL DRAIN WITH STRUCTURAL PODIUM SLAB AND CONNECT DRAIN OUTLET TO DRAIN LINE.
- NOT USED.
- CONSTRUCT 5" CONC. FLATWORK ON GRADE PER SOLS REPORT RECOMMENDATIONS PROVIDE DRAINAGE SLOPE ON CONCRETE FLATWORK (5-0.5%).
- CONSTRUCT 3" THICK CONCRETE BASE PER SOLS REPORT RECOMMENDATIONS. DRAINAGE PROFILE TO CONFORM TO CITY SPEC-160-1-6 (TYPE 1).



PLANS PREPARED BY:

dzn engineering
168 WATSON CIRCLE
ALBUQUERQUE, NM 87102
TEL: (505) 305-8400

CLIENT:

ELITE HOSPITALITY

3301 LAKE FOREST DRIVE
SUITE 375, LAS VEGAS, NV 89169
TEL: (702) 419-1058
CONTACT: KEVIN AGAS

SHEET TITLE:

PRECISE GRADING PLAN

PROJECT ADDRESS:
2525 AVENUE DE LA CARLOTA
LAS VEGAS, NV 89169

BENCHMARK:
PREFORMED CONCRETE
ELEVATION: 1280.00

DATE: 10-JULY-2016

ENGINEER: R. DEMANALA

CHECKED: R. DEMANALA

PROJECT NO: 1635

REVISIONS:

Δ	
Δ	
Δ	

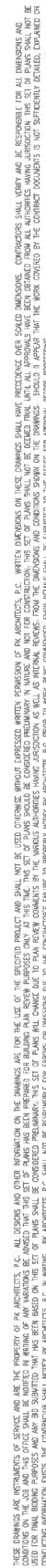
STATUS: SUBMITTAL 1

SHEET:

G-02

2 OF 4 SHEETS







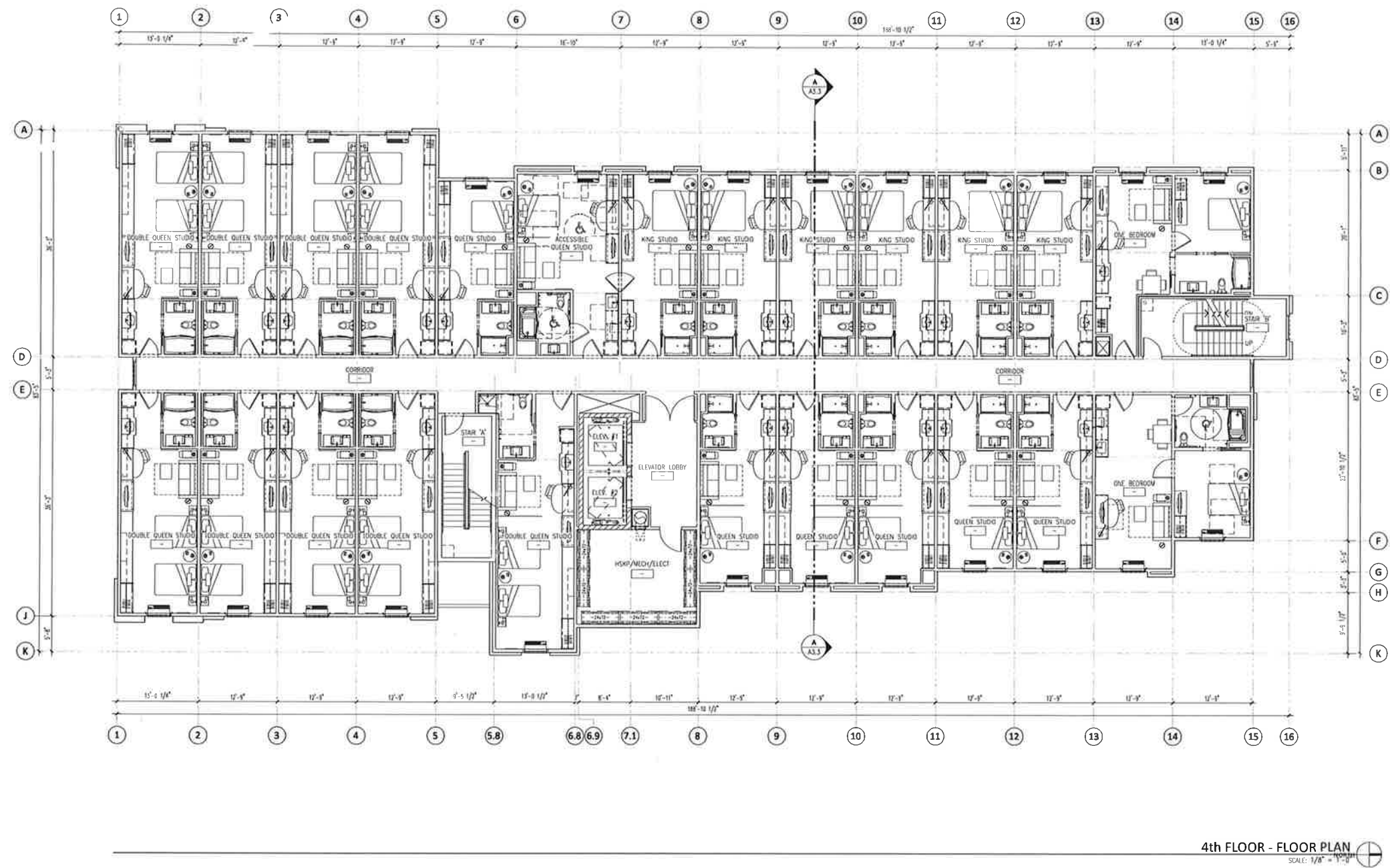
PK ARCHITECTS, PC
4515 S. McCLINTOCK DRIVE, #206
TEMPE ARIZONA 85282
PHONE: (602) 283-1620
FAX: (602) 283-1621

LAGUNA HILLS SUITES
23061 AVENIDA DE LA CARLOTA
LAGUNA HILLS, CA 92653

PROJECT NO: 16-305
PRINT DATE: 07-27-2016
DRAWN BY: EK
CHECKED BY: SK

3rd FLOOR
FLOOR PLAN

SHEET NUMBER:
A2.3



THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF PK ARCHITECTS, P.C. ALL RIGHTS ARE RESERVED. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF PK ARCHITECTS, P.C. ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF PK ARCHITECTS, P.C. SHALL BE CONSIDERED A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA. PK ARCHITECTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



NOT FOR CONSTRUCTION



PK ARCHITECTS, PC
4515 S. MACINTOSH DRIVE, #206
TEMPE, ARIZONA 85282
PHONE: (602) 253-1620
FAX: (602) 253-1521

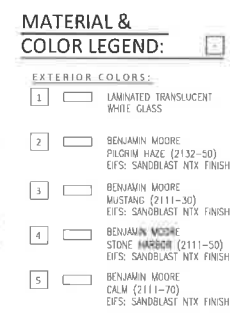
LAGUNA HILLS SUITES
23061 AVENIDA DE LA CARLOTA
LAGUNA HILLS, CA 92653

PROJECT NO: 16-305
PRINT DATE: 07-27-2016
DRAWN BY: EK
CHECKED BY: SK

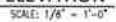
SHEET TITLE:
**4th FLOOR
FLOOR PLAN**

SHEET NUMBER:
A2.4





SCALE: 1/8" = 1'-0"



	
	
PK ARCHITECTS, PC 4510 S. MACLINTOCK DRIVE, #206 TEMPE, ARIZONA 85282 PHONE: (602) 283 1820 FAX: (602) 283-1321	
	
LAGUNA HILLS SUITES 23061 AVENIDA DE LA CARLOTA LAGUNA HILLS, CA 92653	
PROJECT NO:	16-305
PRINT DATE:	07-27-2016
DRAWN BY:	DK
CHECKED BY:	SK
SHEET TITLE: BUILDING ELEVATIONS	
SHEET NUMBER: A3.1	

[illegible]



SHEET NUMBER:
A3.3

PK ARCHITECTS, P
4515 S. MCCLINTOCK DRIVE, #206
TEMPE ARIZONA 85282
PHONE: (602) 283-1620
FAX: (602) 283-1821



Laguna Hills, California by The Elite Group

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Financial Information Omitted

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Attachment: H2S CITY OF LAGUNA HILLS (1322 : Conditional Use Permit/ Site



Home 2 Suites by Hilton
23061 Avenida De La Carlota
Laguna Hills, CA 92653



Attachment: H2S CITY OF LAGUNA HILLS (1322 : Conditional Use Permit/ Site

Home 2 Suites Laguna Hills Highlights



An outstanding opportunity to enhance an exterior corridor Motor Inn to a well branded Hotel in a market with strong economic fundamentals and high barriers-to-entry with prime location.

Revitalization to include:

- Conversion to Interior Corridor
- Increase room count from 76 to 86 rooms
- Addition of suite product to market
- Addition of meeting space
- Creation of SMART lobby and guest rooms.
- Modern Exterior
- Efficiency in operations to reduce Carbon Foot Print.





	Property Description	4.5.1.c
Name:	Home 2 Suites Laguna Hills	Attachment: H2S CITY OF LAGUNA HILLS (1322 : Conditional Use Permit/ Site
Address:	23061 Avenida de la Carlota Laguna Hills, California 92653	
Parcel Number:	588-112-001 and 002	
Zoning:	MXU - Mixed-Use Development	
Lot Size:	1.22 acres, or 53,187 sq ft.	
Total Building Area:	59,720 F.A.R. 1.1	
Ownership Interest:	Fee simple	
Number of Stories:	5 stories	
Number of Parking Spaces:	86 (including 4 handicapped spaces, with 1 Van Space)	



Construction & Mechanical Systems



Foundation: Concrete blocks with plaster stucco façades

Frame: Five story buildings: wooden frame; PODIUM

Exterior Walls: Brick faced façade

Interior Walls: Exposed wooden beam ceilings, suspended acoustical ceiling tiles, sprayed acoustical textural material

Roof: Flat tar roof

Floors: Tiled, carpeting



Windows: Double Pane

HVAC: Through-the-wall HVAC units, and forced-air roof-top packaged in lobby area

Elevator: 2 hydraulic elevators.

Fire/Life Safety: Smoke Detectors, Fire Sprinklers, Fire Extinguishers, Electronic Door Locks, Emergency Lighting



Reducing our Carbon Footprint



Home2 Suites provides **earth-conscious products** you can feel good about without compromising our guest's stay.

Pool	Appliances	Lighting	Breakfast	Recycling	Flooring	Bathroom
------	------------	----------	-----------	-----------	----------	----------

- Saline-based
- No harsh chemicals

- Energy Star rating
- Less energy and water

- CFL light bulbs in all fixtures

- Serving containers are made from recycled glass
- No plastic plates or utensils
- Real china, glass and flatware

- Recycling station in the Oasis
- Recycling available in the suite
- Recycling at each elevator landing

- Carpet is CRI Green Label Plus certified and made from 60% recycled materials
- OR vendor partner has negative carbon footprint

- Bulk shov amenities
- Dual flush toilets use 20% less water



Additional Amenities



- Saline Swimming Pool
- Fitness Center
- Guest Laundry
- Business Center
- Convenience Marketplace
- Welcome Kiosk
- Outdoor living areas
- Media Room
- BBQ Area



Food and Beverage



- Seating for 48 in a spacious open floor plan, with a mixture of Tables, Chairs and a Communal Dining Area
- Media and Social Lounge Area

- Complimentary Hot Breakfast Buffett
- Afternoon Lemonade & Refreshment Service
- Hydration Station



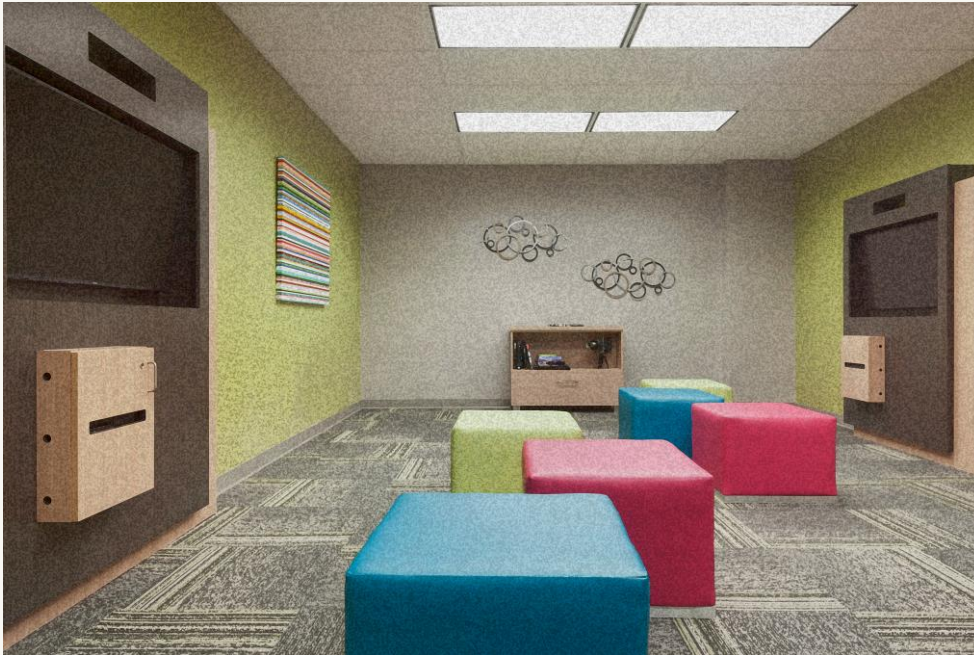
Meeting Space



Meeting Room	Size (Sq. Ft.)	U-Shape	Theatre	Rounds	Classroom	Ceiling Height
Laguna Room	520	12	40	30	15	12 Feet



Media Room



A fun interactive Media Room designed for the GAMER in mind.

Featuring:

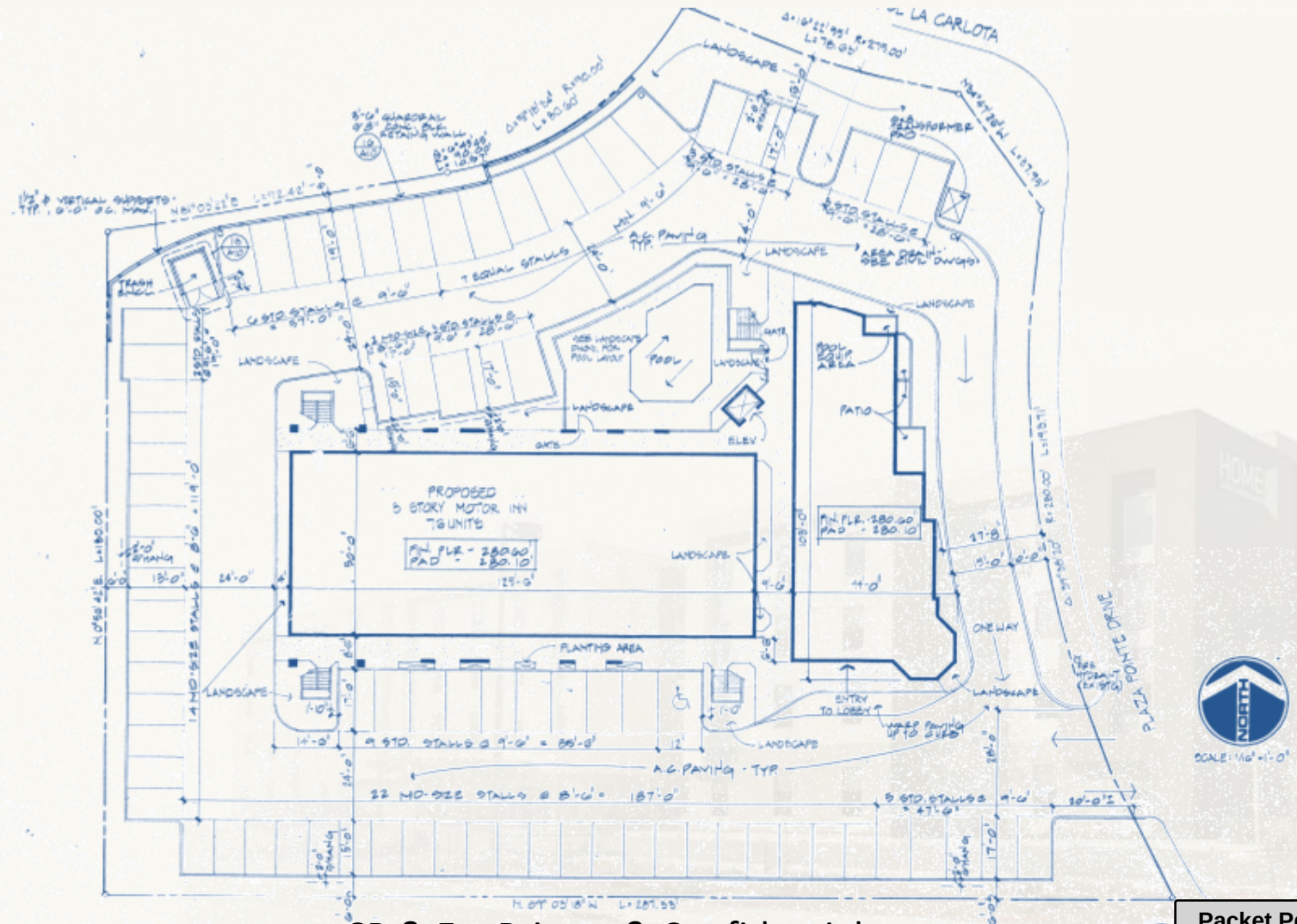
- Vignettes of seating spaces
- Brand name gaming devices
- Multiple viewing screens
- Board games
- A millennial sanctuary





“Proposed” Home 2 Suites
23061 Avenida De La Carlota
Laguna Hills, CA 92653





[illegible]

Attachment: H2S CITY OF LAGUNA HILLS (1322 : Conditional Use Permit/ Site



Laguna Hills, California

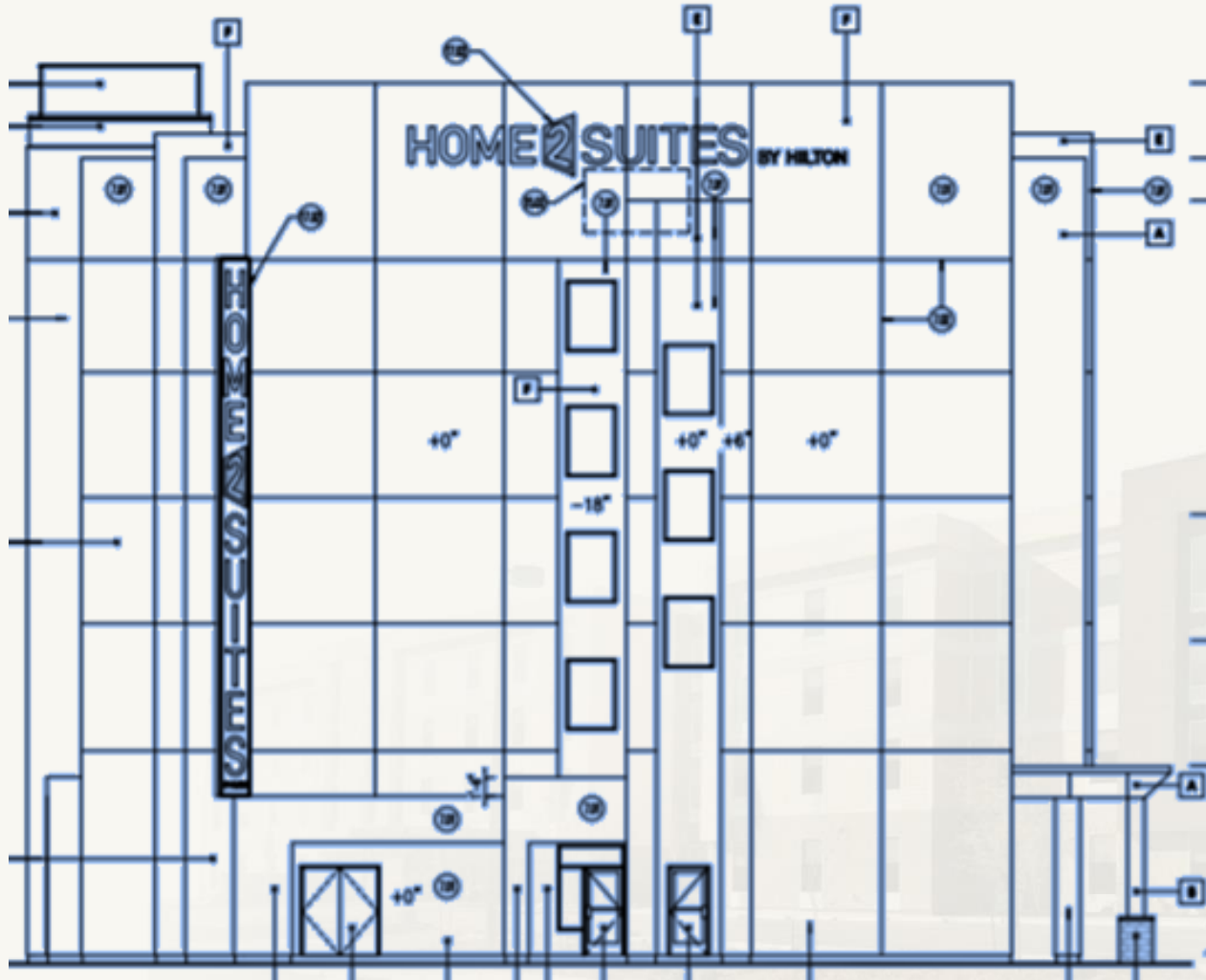
The Elite Group

West Elevations (interior facing from parking lot)



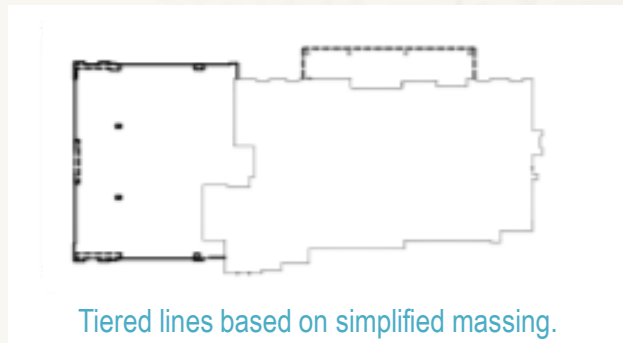
Attachment: H2S CITY OF LAGUNA HILLS (1322 : Conditional Use Permit/ Site

North Elevations (facing from Lake Forest Drive)

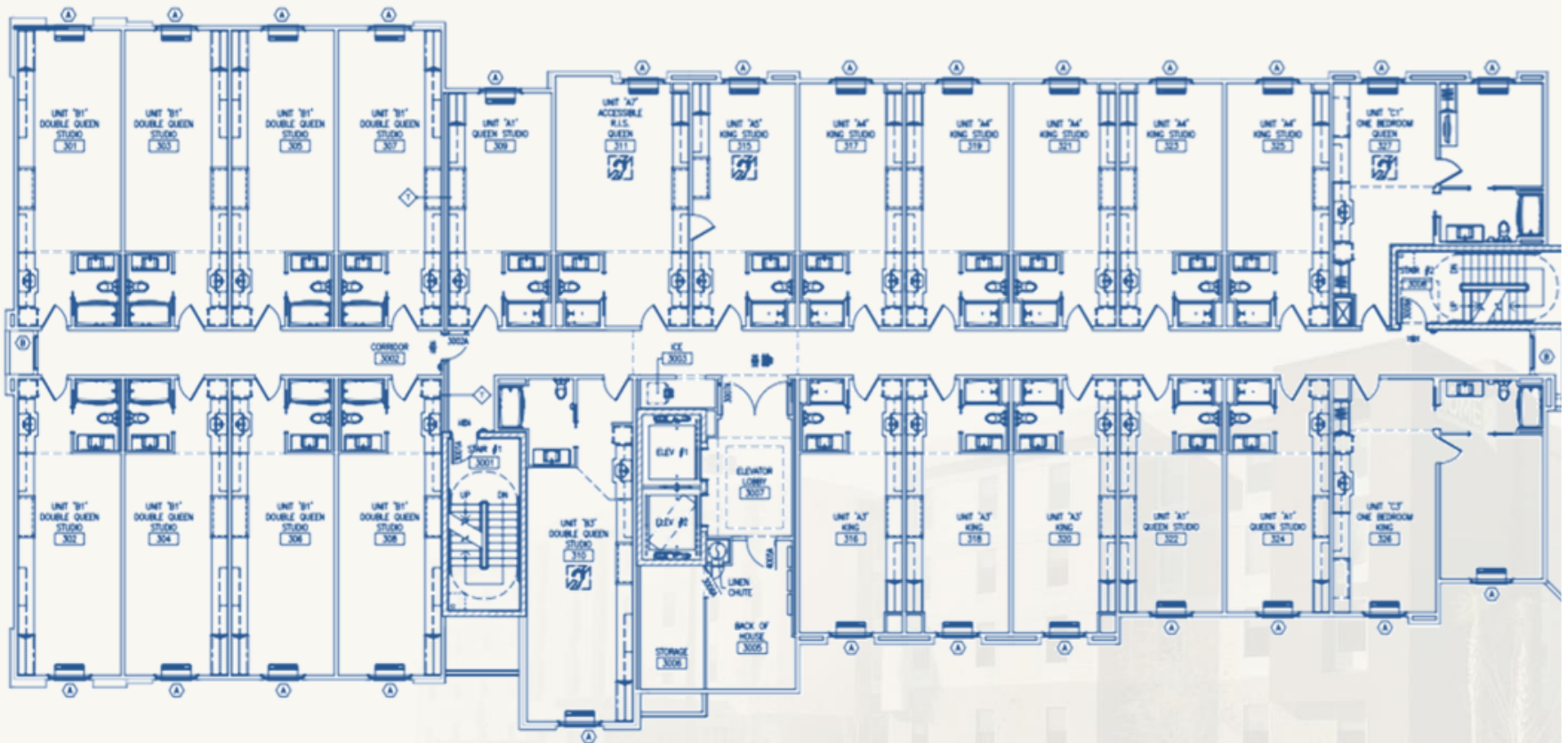


Styled Exteriors

- Modern, updated and clean lines
- Architectural highlights to provide great visibility day and night
- Signature lighted tower
- Glass lobby connects the indoors and out, provides an inviting view of the outside in.

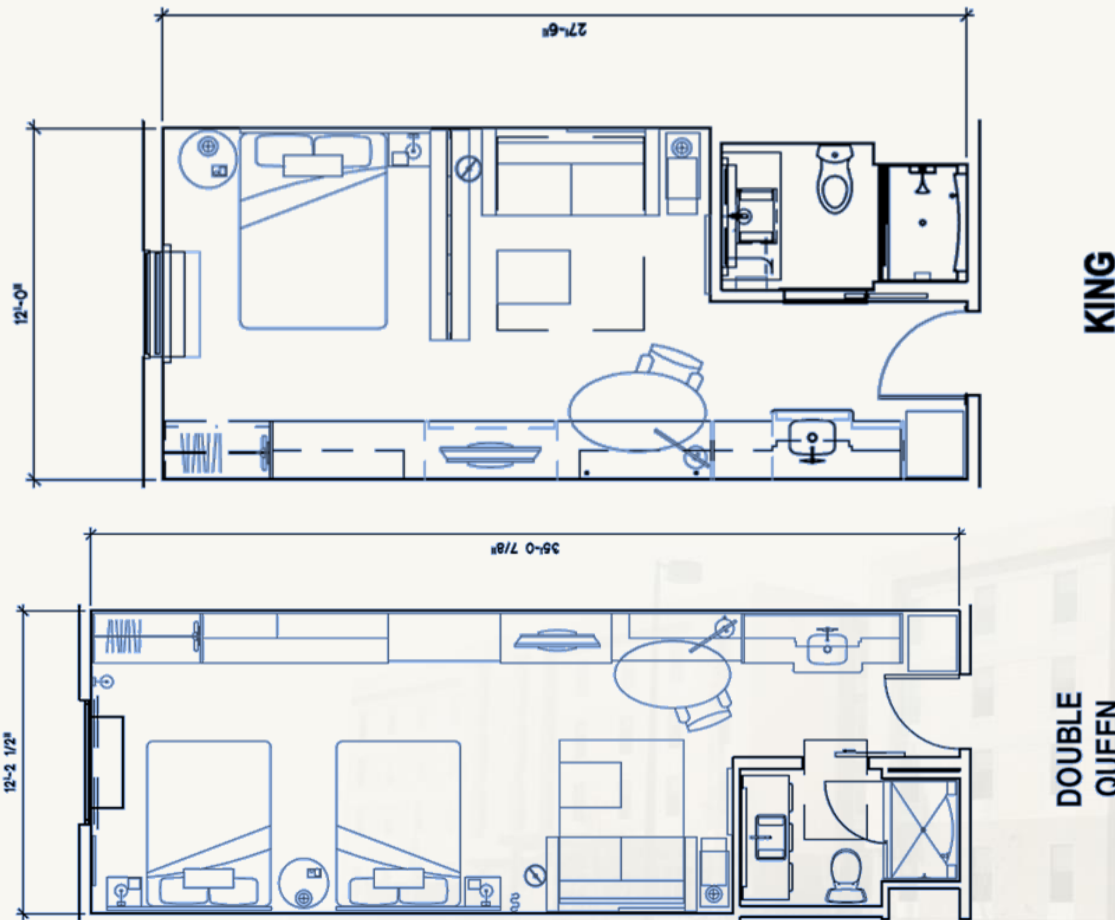


Typical Floor Plan



Laguna Hills Select Service Room Mix

HOME
SUITES BY HILTON



	Room Mix
Style	Five Story Interior Corridor
Queen	13 (includes 1 Accessible Room)
Kings	29 (includes 3 Accessible Room)
King 1 Bedroom Suite	8
Double Queens	36 (Includes 4 Accessible rooms)
Total Rooms	86
	All guest rooms are non-smoking; includes 7 ADA accessible units, 1 with Roll In Showers

Attachment: H2S CITY OF LAGUNA HILLS (1322 : Conditional Use Permit/ Site

Conceptual of New Lobby Design



Conceptual of New Guest Room Design



The Working Wall



The Working Wall gives guests opportunities to adapt with a kitchen and **flexible working space** that includes a moveable desk with our signature **Humanscale®** ergonomic chair, easy-to-access electrical outlets, HDTV and plenty of storage and counter space.



Open Plan that brings all Guests Together



SOCIAL GATHERING



PRINT AND CONNECT



CONVENIENCE MARKET



FRONT DESK

What is Home 2 Suites

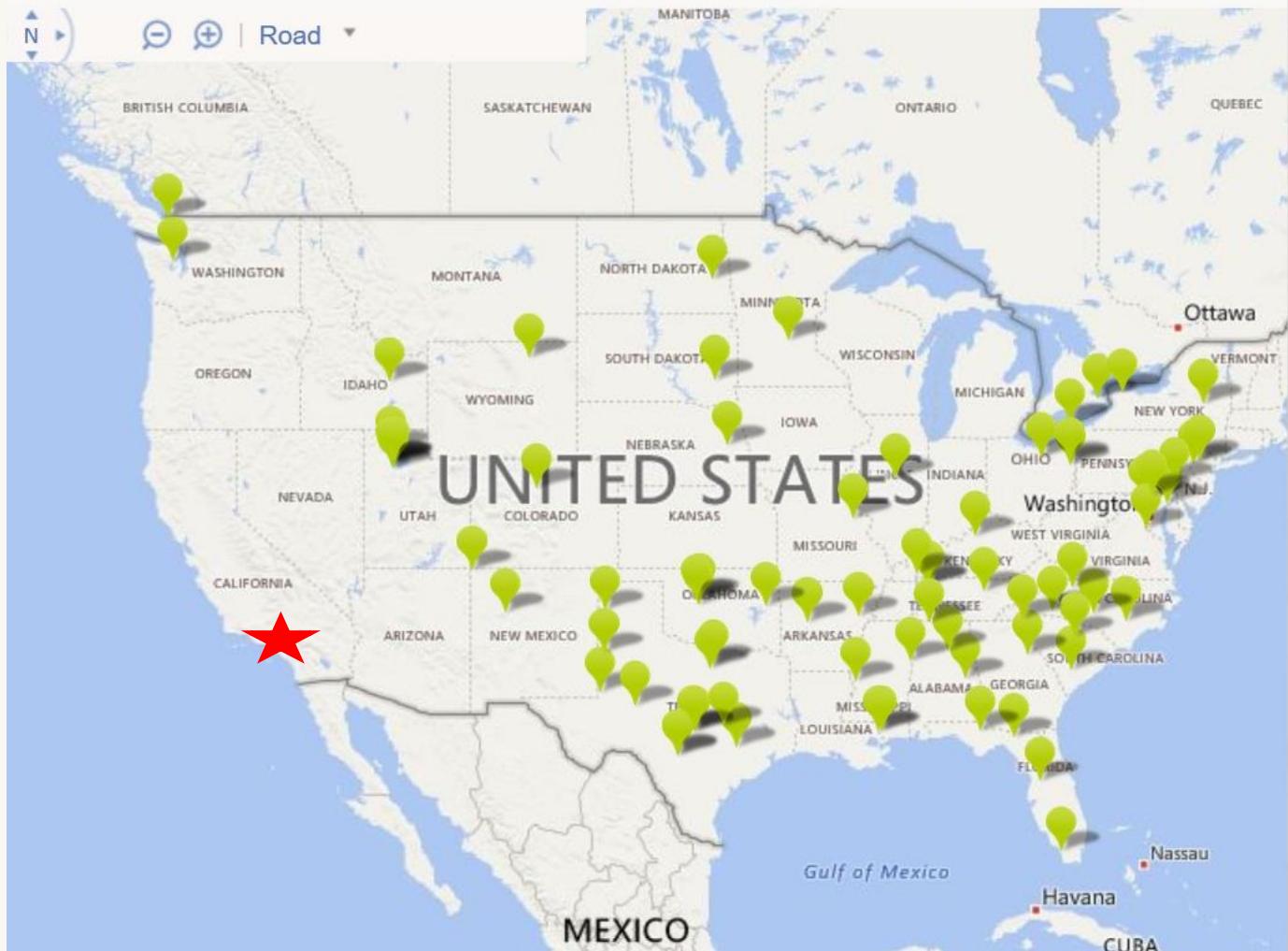


We're all about being **connected**, being **eco-conscious**, and being the kind of place you can **kick back and be yourself**. So whether you're looking to unwind or power up, if you're on your own or with family and friends, Home2 Suites is more than just another place to stay.

IT'S YOUR HOME2.

Free to be you™

Home2 Is Growing On You



HILTON WORLDWIDE PROPERTIES

01 CHOOSE A BRAND

- ☐ Hilton Hotels & Resorts
- ☐ Waldorf Astoria Hotels & Resorts
- ☐ Conrad Hotels & Resorts
- ☐ Canopy
- ☐ Curio
- ☐ DoubleTree by Hilton
- ☐ Embassy Suites by Hilton
- ☐ Hilton Garden Inn
- ☐ Hampton by Hilton
- ☐ Homewood Suites
- ☒ Home2 Suites
- ☐ Hilton Grand Vacations

02 CHOOSE A LOCATION

- ☒ United States & Canada
- ☐ Africa
- ☐ Asia Pacific
- ☐ Europe
- ☐ Latin America & Caribbean
- ☐ Middle East
- ☐ View all Locations

Earn Hilton HHonors Rewards



- Home2 Suites is a member of the Hilton HHonors program
- When staying with us, our guests can earn rewards for a free night and so much more
- Hilton HHonors points can be used for a free stay at any of Hilton Worldwide's 4,000+ hotels and resorts.
- Our guests enjoy no cap on Hilton HHonors points, even on long term stays.
- Meeting planners can earn bonus points and airline miles when they hold qualifying events such as meetings, weddings, family reunions, etc. at our hotels

Travelers Have Spoken

TripAdvisor Certificate of Excellence



- Over 73% of Home 2 Suites Hotels earned the 2015 TripAdvisor Certificate of Excellence. This award recognizes hospitality excellence.
- TripAdvisor highlights the world's top properties based on reviews and ratings from travelers around the globe.
- There is no greater seal of approval than being recognized by our guests, and we are honored to receive this award based on our commitment to customer satisfaction



Lodging Overview in Laguna Hills



Laguna Hills

Neighboring

Hotel Name		Year		No of	AAA			Meeting	
		Built	Renovation	Rooms	Rating	Corridor	Suite	Space	Type of Renovation
Laguna Hills	Laguna Hills Lodge	1968	ongoing	124	3 Diamond	Interior Exterior	NO	YES	Renovation includes all rooms and public spaces. Painted exterior.
	Hills Hotel	1972	2009	147	Not Rated	Interior	NO	YES	Ongoing. Meeting rooms completed, working on guest rooms. Nothing done on exterior.
	Comfort INN	1985	2008	76	3 Diamond	Exterior	NO	NO	Renovation includes all rooms and public spaces. Painted exterior.
	Courtyard	1991	2011	136	3 Diamond	Interior	YES	YES	Renovation includes all new styled rooms and new lobby mix with dining/bar option. Painted exterior
Neighboring	Quality INN Lake Forest	1986	2016	110	3 Diamond	Interior	NO	YES	Renovation include soft goods. Upgrade lobby Nothing done on exterior.
	Best Western Lake Forest	1987	2014	100	Not Rated	Exterior	All Suite	YES	Renovation completed all new guest room and upgraded lobby.
	Holiday INN Lake Forest	2009	none	148	3 Diamond	Interior	NO	YES	New hotel.
	Ayres Hotel Laguna Woods	2001	2009	139	3 Diamond	Interior	YES	YES	Upgraded rooms with soft goods. Boutique style.
	Fairfield INN Mission Viejo	1987	2013	147	3 Diamond	Interior	NO	YES	Renovation completed all new rooms. New style lobby. Painted exterior.
	La Quinta Irvine	1988	2010	145	3 Diamond	Interior Exterior	NO	YES	Renovation includes new soft goods. Painted Exterior.

Attachment: H2S CITY OF LAGUNA HILLS (1322 : Conditional Use Permit/ Site

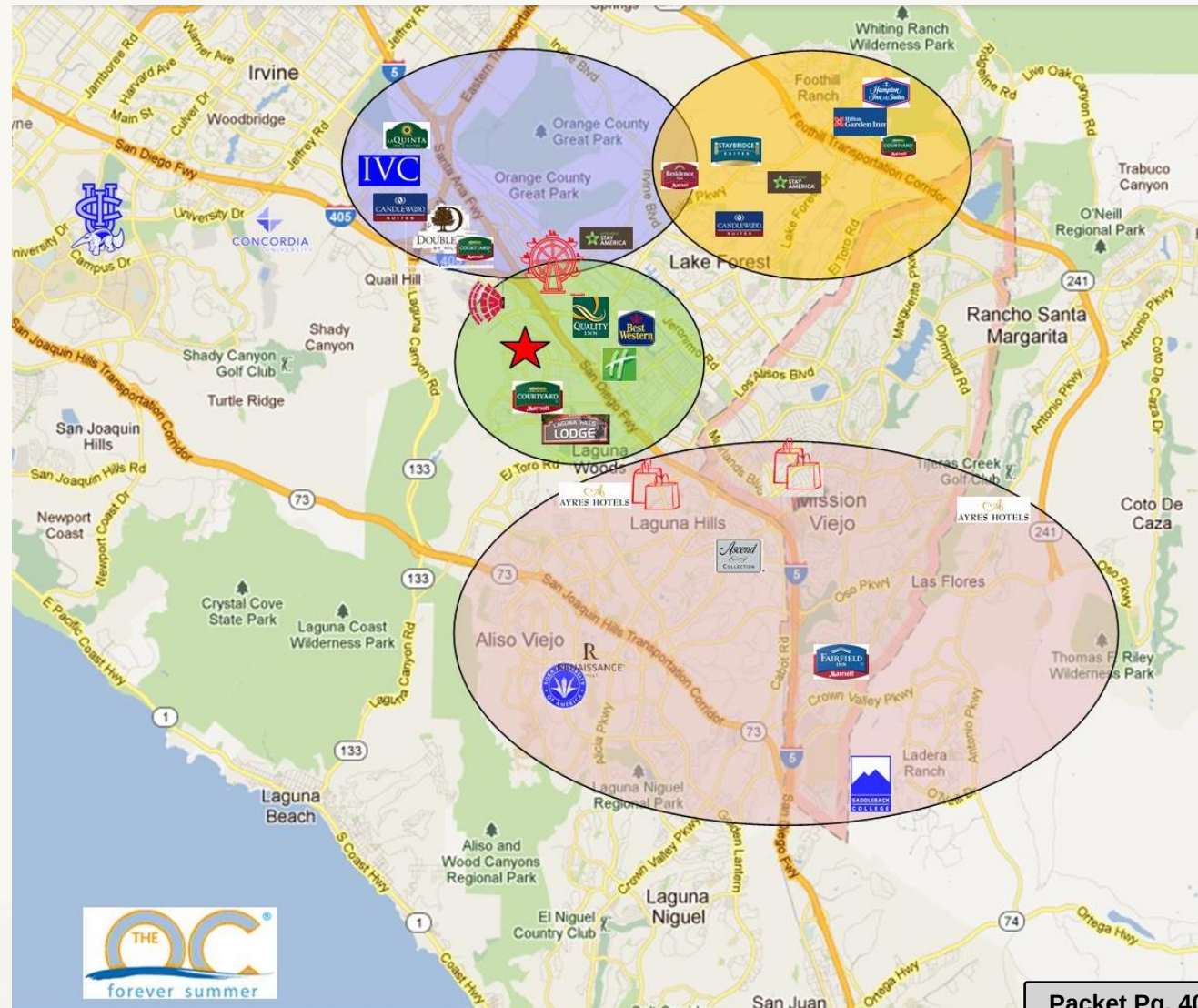
3,087 Rooms in the Market

➤ Full Service	6
➤ Select Service	8
➤ Extended Stay	5
➤ Boutique	2
➤ All Suite	2
➤ Branded	17
➤ Independent	6
➤ Total Hotels	23

	No. Rooms	Year Built	Total Area of Meeting Space	Rms w/ 2 Beds	No of Suites	Year of Renovation
Home 2 Suites Laguna Hills	96	1985	720	36	8	2018
Courtyard Laguna Hills	136	1991	849	42	8	2011
Laguna Hills Lodge	124	1968	240	40	8	2009
Quality Inn Lake Forest	110	1986	1,200	56	1	2009
Irvine Suites Lake Forest	90	1987	1,000	45	90	2013
Holiday Inn Lake Forest	148	2009	1,250	36	0	2009
Ayres Laguna Woods	139	2001	2,650	69	6	2012
The Hills Hotel	147	1972	10,000	86	1	2013
Fairfield Inn Mission Viejo	147	1987	220	97	0	2013
Reinsance Aliso Viejo	174	2008	5,500	61	10	2009
Ayers Mission Viejo	205	2009	1,200	45	7	2009
Extended Stay America LF	119	1997	0	26	0	2012
Hampton Inn Lake Forest	84	1999	0	28	10	2010
Promenace Suites LF	60	2002	555	5	55	2011
Hilton Garden Inn LF	103	2004	1,530	42	0	2010
Courtyard Foothill Ranch	156	2004	1,305	38	6	2012
Candlewood Suites LF	122	1997	0	0	12	2012
Staybridge LF	128	2006	1,420	9	128	2006
Extended Stay America Irvine	149	1997	0	26	149	2008
La Quinta Irvine	149	1987	864	79	8	2010
Residence Inn Irvine	112	1989	144	5	84	2009
Candlewood Suites Irvine	122	1998	0	0	12	2012
Double Tree Irvine	252	2001	2,554	88	0	2009

Surrounding Hotels

- Hotels along I-5 corridor
- Aliso Viejo – Mission Viejo Hotels
- Foothill Ranch- Lake Forest Hotels
- South Irvine Hotels



Revitalization Benefits

- Increase Property Value
- First eco friendly brand in OC
- First Home 2 Suites project for Hilton in Orange County
- Strong welcome impression at the foot of Laguna Hills
- Strong Brand Presence “Hilton”
- Creation of jobs
- Increase revenue stream for the City



Awards & Recognition



Choice Hotels International Gold Award Winner

- Comfort Inn Laguna Hills was a 3 time winner

Choice Hotels International Bronze Award Winne

- Comfort Inn Laguna Hills

CHOC APEX Award for Eco Excellence

- Kevin Akash, CHA

State of California awarded since 2003 as Green Property

- Comfort Inn Laguna Hills

Awarded two leafs by Green Suite since 2008

- Comfort Inn Laguna Hills

Good Neighbor Rain Foundation, Laguna Woods

- Kevin Akash, CHA

Community Involvement & Charity



Rain Foundation Community
Involvement 2007, 2008, 2009,
2010

City of Laguna Hills Volunteer
Connection Day 2010

City of Laguna Hills & US Marines
Memorial Day Run 2012

Sponsor of La Dolce Vita Italian
Festival - Laguna Niguel, CA
2011, 2012

Volunteer & Donation to
Saddleback Hospice Center

Partnership of Lions Club of
Laguna Niguel

New Age Senior Wellness Center
Holiday supplement 2012
Laguna Hills, CA

Co-Op Internship provider for
Undergraduate Students seeking
a career path in Hospitality &
Business Management



Giving Back

Through **Your2 Hands**, our brand-wide **community outreach program**, and the Hilton Worldwide partnerships with **Clean the World** and **Good360**, our hotel teams and guests join forces to make a difference in ways that reach far outside the hotel walls.



Being a Good Neighbor



waterwise



Development Timeline

FRANCHISING

- Franchise Application

CONTRACTOR - FINANCE

- Documentation - Design - Involvement
- Final Plans – Secure Financing.

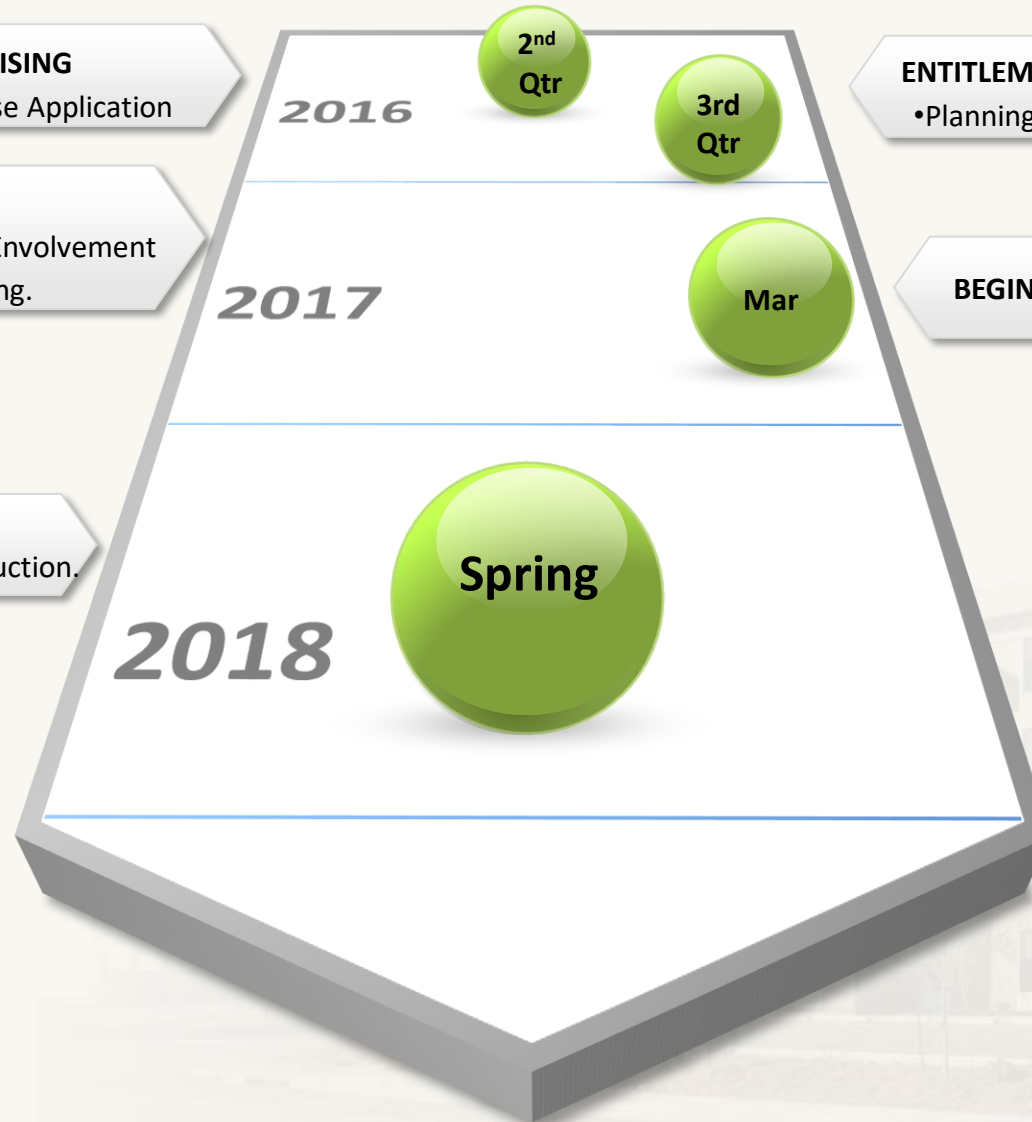
OPENING

- Open after 13 months of construction.

ENTITLEMENTS

- Planning – City – Franchise

BEGIN CONSTRUCTION



Development Contact Information:

Kevin Akash, CHA

kevin@elitegroupco.com

23016 Lake Forest Drive Suite 375
Laguna Hills, California 92653

949-478-1056(t)

949-510-3998 (m)

949-209-1093 (f)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zoning Text Amendment No. 12-16-3724, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Permit Indoor Vehicle Impound and Indoor Towing Facilities Within the Mixed-Use Zoning District

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 12-16-3724 amending Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-30 (MXU Mixed-Use District), and 9-44 (Access and Parking) of Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to permit indoor vehicle impound and indoor towing facilities within the Mixed-Use Zone District."

SUMMARY:

The City has received an application to amend the Laguna Hills Zoning and Development Code (Code) to permit indoor impound and indoor towing facilities within the Mixed Use (MXU) Zoning District. The proposed Ordinance would amend Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-30 (MXU Mixed Use District), and 9-44 (Access and Parking) of Title 9 (Zoning and Subdivisions) of the Code to allow indoor impound and indoor towing facilities as a use permitted within the MXU Zoning District, subject to approval of a Conditional Use Permit (CUP).

ZTA 12-16-3724 (MXU Towing)

June 13, 2017

Page 2

The proposed amendments to the Code would:

- Create a new definition for “Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business (Indoor Only).”
- Permit indoor vehicle impound and indoor towing facilities within the MXU Zoning District.
- Require review and approval of a CUP for indoor vehicle impound and indoor towing facilities in the MXU Zoning District.
- Create development standards (i.e., screening, parking) for indoor vehicle impound and indoor towing facilities in the MXU Zoning District.

The introduction of indoor vehicle impound and indoor towing facilities to the MXU Zoning District will provide property and business owners additional land use opportunities. Restricting the use to indoor facilities and incorporating reasonable development standards will protect the public health, safety, and welfare of the City’s residents and businesses, and limit potential impacts to the surrounding uses.

AUTHORITY:

A person seeking a zoning text amendment may file an application in accordance with Section 9-90.040 and Chapter 9-92 of the Code. Adoption of an amendment to the Code is a legislative act of the City Council subject to consideration and approval of an Ordinance after a public hearing (LHMC §9-90.050 and 060).

BACKGROUND:

Generally, the City’s Zoning Map divides the City into various zoning districts, and the Code identifies different land uses and regulations for each district. The Code also stipulates that any land use that is not expressly permitted in a zoning district as a permitted or conditionally permitted use shall be considered a prohibited use (LHMC §9-10.060). Changes to permitted uses or regulations are allowed through zoning text amendments, which are subject to City Council review and approval by adoption of an ordinance (LHMC §9-90.050 and 060).

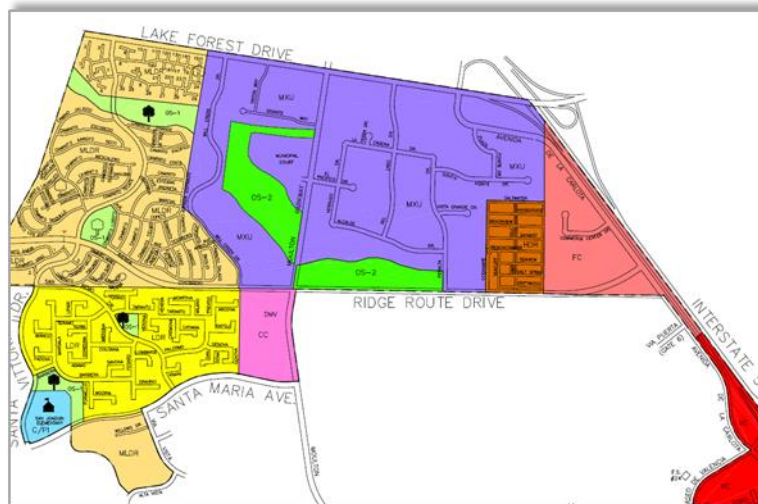
The MXU Zoning District (shown below in purple) includes much of the area in North Laguna Hills between Lake Forest Drive and Ridge Route Drive, and overlies the Mixed Use (MU) General Plan land use designation. The MXU Zoning District is bounded by Medium Low-Density Residential zoning to the west, Community Commercial zoning and the City of Laguna Woods to the south, High Density Residential and Freeway

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Commercial zoning to the east, and the City of Irvine to the north. Open Space (Drainage Facilities) and the Hospitality Overlay Zone are located within the MXU Zoning District boundary.



The Mixed Use General Plan land use designation provides for areas “where a variety of goods and services can be obtained within an overall planned environment. Within the Mixed Use designation, appropriate land uses include limited industrial and manufacturing uses, administrative and professional uses, institutional and government uses, business support uses, auto-related uses, eating and drinking establishments, personal services, and retail sales of durable goods and general retail sales.” (General Plan Land Use Map). The purpose and intent of the MXU Zoning District is “to provide for areas where a variety of goods and services can be obtained within an overall planned environment.” The MXU Zoning District “permits commercial, recreational, light industrial, and high density residential uses” (LHMC §9-30.010). Currently, the uses within the MXU Zoning District include a variety of professional offices, light industrial businesses, public storage facilities, automobile maintenance, automobile repair, body, paint and restoration, and a multitude of restaurant and retail establishments. Retail and office uses tend to be located at the edges of the MXU Zoning District, while light industrial uses are centralized within the zoning district. Potentially sensitive uses near the zoning district include hotel uses to the east, and the Laguna Hills Estates – a mobile home park that includes several hundred units. Residential zoning districts in Laguna Hills also abut nearly the entire west boundary of the MXU Zoning District.

Vehicle impound and towing facilities are not identified as a permitted use within the MXU Zoning District. Accordingly, a zoning text amendment is required in order to allow

the establishment and operation of such facilities in the MXU Zoning District.

PROPOSAL:

The proposed Zoning Text Amendment would permit and regulate indoor vehicle impound and indoor towing facilities within the MXU Zoning District subject to approval of a CUP. The proposed changes to the LHMC (Attachment 1) are summarized as follows:

- Chapter 9-04 (Definitions)
 - Create a new definition for “Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business (Indoor Only).”
 - The definition would read: “an indoor facility used exclusively for the indoor storage or holding of automobiles, motor vehicles, and recreational vehicles impounded or towed pursuant to order of a public law enforcement agency, insurance company, private party tow, roadside assistance, or similar use, and stored pending the return of the vehicle to its owner. This definition does not include wrecking, salvaging, scrapping, sale of vehicles or vehicle parts, or the dismantling of vehicles except pursuant to law enforcement investigation.”
- Chapter 9-10 (Zoning Districts) and Chapter 9-30 (MXU Mixed Use District)
 - Add “Towing Facilities – Indoor Vehicle Impound and Towing Service Business – (Indoor Only)” to the Land Use Matrix;
 - Permit indoor vehicle impound and indoor towing facilities only within the Mixed Use Zoning District with approval of a CUP; and
 - Create development standards for indoor vehicle impound and indoor towing facilities.
- Chapter 9-44 (Access and Parking)
 - Create parking standards for indoor vehicle impound and indoor towing facilities;
 - 5 stalls (minimum), or 1 stall/10,000 sf of storage area, whichever is greater.

As noted in the proposed definition above, wrecking, salvaging, scrapping, and vehicle/parts sales is prohibited. Furthermore, the definition only identifies indoor facilities as a permitted use, while outdoor vehicle impound and outdoor towing facilities would remain prohibited. Outdoor vehicle impound and outdoor towing facilities were not evaluated as part of this ZTA due to potential adverse impacts on adjacent uses and neighborhood incompatibility, as well as conflicts with existing

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regulations regarding outdoor storage.

The proposed development standards include prohibition of indoor vehicle impound and indoor towing facilities within 1,000 feet from any residential or hotel property, screening requirements for temporary outdoor parking of tow trucks awaiting deployment, and on- and off-site circulation requirements. The proposed number of parking stalls requirement, as indicated above, is consistent with the current parking requirement for recreational vehicle/boat storage (LHMC Table 9-44.A). Compliance with these requirements would be evaluated as part of the CUP process, and additional site-specific conditions of approval could be included with any permit on a case-by-case basis.

Aesthetic impacts are minimized due to towing facility operations being restricted to indoors, and any exterior impacts would be softened through required screening and any other conditions of approval, deemed necessary or appropriate. If applicable, hazardous material storage would be reviewed as part of the building permit process and Orange County Fire Authority's commercial screening application. Staff does not anticipate that operations, including loading, unloading, and inspections, will have any considerable impacts to on-street parking within the MXU Zoning District due to the indoor restriction. Moreover, on- and off-site circulation, including truck size and on-street parking impacts, will be evaluated by the Public Services Department as part of individual CUP applications. The proposed Ordinance also leaves intact the prohibition on other outdoor storage, including inoperable vehicles, oversized vehicles, or vehicles parked on lawn areas that can become an eyesore and nuisance.

The purpose of the proposed 1,000-foot buffer between indoor vehicle impound and indoor towing facilities and any residential or hotel property is to reduce potential noise impacts associated with vehicle impound and towing facilities on noise sensitive land uses during evening hours. Such noises include vehicle loading and unloading, tow trucks entering and leaving the facility, vehicle backup beeping, and hydraulic lifts, and could result in land use compatibility impacts when residential development is located adjacent to such operations. As vehicle impound and towing service businesses are typically a 24-hour operation, staff recommends establishing the 1,000-foot buffer based on the noise standards and noise contour maps established in the Laguna Hills General Plan. Staff has determined that noise generation of approximately 100 decibels (typical loudness of a backup alarm beeper) would be reduced to approximately 50db(A) at a distance of 1,000 feet, which would comply with General Plan standards and the City's Noise Ordinance requirements that limit residential noise exposure to 50dB(A). Proposed indoor vehicle impound and indoor towing facilities would also be regulated

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to ensure compatibility with surrounding uses through the CUP process and issuance of Conditions of Approval (e.g., circulation design, screening, loading/unloading locations, etc.). Other typically noise-sensitive uses such as churches and schools have not been incorporated into the 1,000-foot buffer as they primarily operate during the daytime hours, and staff prioritized potential evening noise impacts.

Although the proposed Zoning Text Amendment establishes a new allowable use, staff does not anticipate a proliferation of the use in the MXU Zoning District. Many of the existing buildings/businesses located within the MXU Zoning District were not developed with an indoor vehicle impound and indoor towing facility as a potential use, and therefore could not feasibly add or convert to include indoor vehicle impound and indoor towing activities due to building size, multiple tenants, site layout, on-site circulation, etc. The 1,000-foot buffer from residential and hotel land uses also limits the locations that could potentially accommodate the use. A map illustrating the locations within the MXU Zoning District that could potentially accommodate indoor impound and indoor towing facilities is included as Attachment 2. The map identifies the MXU Zoning District, the proposed 1,000-foot buffer, and highlights single-tenant buildings of approximately 15,000 square feet which have a large roll-up garage door.

CONCLUSION:

The introduction of indoor vehicle impound and indoor towing facilities to the MXU Zoning District will provide property and business owners additional land use opportunities. Furthermore, restricting this proposed new use to indoor facilities and incorporating reasonable development standards necessary to protect the public health, safety, and welfare of the City's residents and limiting any potential impacts to the surrounding uses.

As identified in the Laguna Hills General Plan, the purpose and intent of the Mixed Use Land Use designation in North Laguna Hills is to provide a variety of goods and services to support the local community, while appropriate land uses for the district include limited industrial uses and automobile-related uses. Thus, the proposed Zoning Text Amendment is consistent with the General Plan and staff is recommending approval of the proposed Ordinance to permit indoor vehicle impound and indoor towing facilities in the MXU Zoning District.

PUBLIC NOTICE:

This project was advertised in an adjudicated newspaper of general circulation on

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June 2, 2017, with over 400 notices mailed to property owners in and around the MXU Zone within 300 feet. To date, no comments have been received. Any written comments received will be provided at the City Council hearing.

CEQA FINDINGS:

The City Council of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

The proposed Zoning Text Amendment does not change allowable land uses in a manner that could create a potentially significant impact on the environment and because the proposed change does not alter density or building mass. The proposed Zoning Text Amendment would add a use that is similar and equivalent to a number of existing uses in the Mixed Use District, where overnight storage of vehicles is currently permitted, but only for purposes of repair and painting. The proposed Zoning Text Amendment would expand the circumstances wherein overnight vehicle storage can occur, and this is not substantially different from existing permitted land uses. Furthermore, the potential environmental impacts of any proposed indoor vehicle impound and indoor towing facility will be evaluated on a case-by-case basis through the Conditional Use Permit process.

FISCAL IMPACT:

None.

ATTACHMENTS:

- Attachment 1 Cover
- 2 ZTA 12-16-3724 ATTACH 1 (DRAFT ORDINANCE)
- 3 ZTA 12-16-3724 ATTACH 2 (MAP)

Attachment 1

Draft Ordinance



ORDINANCE NO. 2017-06-13-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 12-16-3724 AMENDING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-30 (MXU MIXED USE DISTRICT), AND 9-44 (ACCESS AND PARKING) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT INDOOR VEHICLE IMPOUND AND INDOOR TOWING FACILITIES WITHIN THE MIXED-USE ZONING DISTRICT

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

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, This Ordinance amends Title 9 of the LHMC to permit indoor vehicle impound and indoor towing facilities within the Mixed Use zoning district subject to approval of a Conditional Use Permit; and

WHEREAS, This Ordinance is an applicant-initiated zoning text amendment subject to Chapters 9-90 and 9-92 of the LHMC; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on June 13, 2017.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. The proposed zoning text amendment does not change allowable land uses in a manner that could create a potentially significant impact on the environment and because the proposed change does not alter density or building

mass. The proposed zoning text amendment would add a use that is similar and equivalent to a number of existing uses in the Mixed Use District, where overnight storage of vehicles is currently permitted, but only for purposes of repair and painting. The proposed zoning text amendment would expand the circumstances wherein overnight vehicle storage can occur, and this is not substantially different from existing permitted land uses. Furthermore, the potential environmental impacts of any proposed indoor vehicle impound and indoor towing facility will be evaluated on a case-by-case basis through the Conditional Use Permit process.

SECTION 3. The following findings for approving Zoning Text Amendment No. 12-16-3724 are hereby made in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code:

- (1) That the zoning text amendment is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof.

The Mixed Use land use designation, as defined by the General Plan, is established for limited industrial uses along with employment and services for the residents of the City. Appropriate uses within the Mixed Use land use designation include industrial and manufacturing uses, auto related uses, eating and drinking establishments, and personal services. The goals and objectives of the General Plan seek to ensure that development is compatible and interdependent with neighborhoods. Adding indoor vehicle impound and indoor towing facilities as an allowable use in the Mixed Use zoning district is consistent with those goals and objectives. The proposed zoning text amendment broadens the scope of services available to the residents and businesses of the City. By restricting vehicle impound and towing activities to indoor operations, imposing reasonable limitations on such activities, and allowing the use only upon approval of a Conditional Use Permit, the proposed zoning text amendment maintains compatibility with adjoining uses in the area, and will protect existing neighborhood viability.

- (2) That the zoning text amendment is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses.

The proposed introduction of indoor vehicle impound and indoor towing facilities within the Mixed Use zoning district further expands compatible automobile-related uses within the zone while creating a regulatory foundation that will allow the use in a manner that will not be detrimental to surrounding land uses. Aesthetic impacts are minimized due to the indoor restriction of vehicle storage and any exterior impacts would be reduced through required screening. There will not be any considerable impacts to on-street parking due to loading, unloading, and inspections being restricted to occur indoors. Furthermore, existing Municipal

Code standards prohibit the outdoor storage of any inoperative, non-functioning, wrecked, or dismantled vehicle for more than 72 hours.

The proposed development standards include a 1,000-foot buffer between indoor vehicle impound and indoor towing facilities and any from residential and hotel uses. The purpose of this buffer is to reduce potential noise impacts associated with impound and towing facilities on noise sensitive land uses during evening hours. Such noises include vehicle loading and unloading, tow trucks entering and leaving the facility, vehicle backup beeping, and hydraulic lifts, and could result in land use compatibility impacts when residential development is located adjacent to such operations. The 1,000-foot buffer is based on the noise standards and noise contour maps established in the Laguna Hills General Plan, as well as the City's Noise Ordinance. Staff determined that noise generation of approximately 100 decibels (typical loudness of a backup alarm beeper), would be reduced to 50db(A) at a distance of approximately 1,000 feet, which would comply with maximum nighttime noise standards.

The proposed buffer would allow indoor impound and indoor towing facilities to operate lawfully within the maximum acceptable noise levels while not diminishing quality of life for current and future residents living near the Mixed Use zoning district (MXU), as well as reducing noise impacts on hotel properties also situated in our near the MXU zoning district. Other typically noise-sensitive uses such as churches and schools, have not been incorporated into the 1,000-foot buffer as they primarily operate during the daytime hours. All land uses are required to comply with exterior noise levels set forth in the Municipal Code, and the Community Development and Sheriff's Departments will continue to cooperate to identify development or activities that violate the noise regulations.

Finally, the operation of any indoor vehicle impound and indoor towing facility will require a Conditional Use Permit, which is subject to review by the Planning Agency and regulated by conditions of approval (e.g. loading/unloading locations, screening, on-site circulation). The Conditional Use Permit process would ensure that an indoor vehicle impound and indoor towing facilities are compatible with surrounding uses.

- (3) That the zoning text amendment is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The introduction of indoor impound and indoor towing facilities to the Mixed Use zoning district will provide property and business owners additional land use opportunities in areas where automotive-related uses are already permitted, and would not have a negative impact upon property development rights.

The majority of land within the City, including the Mixed Use zoning district and surrounding areas, has already been developed. Disturbances resulting from

current development and historic land uses, such as ranching and farming, have degraded or replaced most native biological resources that once occurred within the City. According to the Laguna Hills General Plan EIR, no sensitive plants, fish, amphibians, and reptiles occur within the MXU zoning district. A variety of environmentally-sensitive bird species have a moderate or high probability of occurrence near the Veeh Reservoir, which abuts the MXU zoning district. However, impacts to these species can be evaluated through the required mitigation measures identified in the EIR, which require discretionary permitting and CEQA review of any project that may affect sensitive species. The required Conditional Use Permit and appropriate CEQA review processes, in addition to the City's Tree Protection Ordinance, ensures that any environmentally sensitive land uses and species will be protected.

- (4) That the zoning text amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category.

This Ordinance introduces indoor impound and indoor towing facilities to the Mixed Use zoning district and creates an opportunity for vehicles that have been impounded or towed to be stored. Within the Mixed Use land use designation, appropriate land uses include limited industrial and manufacturing uses, administrative and professional uses, institutional and government uses, business support uses, auto-related uses, eating and drinking establishments, personal services, and retail sales of durable goods and general retail sales. The MXU zoning district permits commercial, recreational, light industrial, and high density residential uses. The proposed amendments to the Zoning Code enhance the types of automotive services available to the residents of Laguna Hills.

- (5) That the zoning text amendment is necessary to protect the general health, safety, or general welfare of the community as a whole.

The introduction of indoor vehicle impound and indoor towing facilities to the Mixed Use zoning district will provide property and business owners additional land use opportunities, adjusting the City's zoning code to meet the needs and evolution of the business community. Furthermore, incorporating the proposed development standards and requiring a Conditional Use Permit for the operation of an indoor vehicle impound and indoor towing facility will allow the City to exercise its police power to protect the health, safety, and welfare of its residents and limiting any potential impacts to the surrounding uses. Aesthetic impacts should be minimal due to operations being restricted to indoors, and any exterior impacts would be softened through required screening. On- and off-site circulation, including parking impacts, will be evaluated as part of the Conditional Use Permit review process. Potential noise impacts should be alleviated by the 1,000-foot buffer from

residential and hotel uses and regulated by site plan review and conditions of approval.

SECTION 4 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-04 (Definitions), Section 9-04.200 (“T” Definitions), is hereby amended by adding a definition for “Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)” to read as follows:

“Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only) means an indoor facility used exclusively for the indoor storage or holding of automobiles, motor vehicles, and recreational vehicles impounded or towed pursuant to order of a public law enforcement agency, insurance company, private party tow, roadside assistance, or similar use, and stored pending the return of the vehicle to its owner. This definition does not include wrecking, salvaging, scrapping, sale of vehicles or vehicle parts, or the dismantling of vehicles except pursuant to law enforcement investigation.

SECTION 5 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-10 (Zoning Districts Established), Section 9-10.050 (Uses within zones), Table 9-10.050 (Land Use Matrix) is hereby amended by adding the use “Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)” and permitting it in the Mixed Use District subject to the approval of a Conditional Use Permit:

**Table 9-10.050
LAND USE MATRIX**

A	Accessory Use
C	Conditional Use
SUP	Special Use Permit
P	Permitted Use
S	Site Development Permit Required
T	Temporary Use
♦	Special Requirements
•	Prohibited Use
U	See Urban Village Specific Plan
L	See Laguna Hills Planned Community Development Plan and Text

Land Use	Zones
	Estate Residential (ER)
	Low Density Residential (LDR)
	Medium Low Density Residential (MLDR)
	Medium Density Residential (MDR)
	High Density Residential (HDR)
	Office Professional (OP)
	Village Commercial (VC)
	Freeway Commercial (FC)
	Community Commercial (CC)
	Mixed Use (MXU)
	Neighborhood Mixed Use (NMU)
	Community/Private Institution (C/PI)
	Open Space-1 (OS-1) Parks
	Open Space-2 (OS-2) Drainage Facilities
	Open Space-3 (OS-3) Landscape Corridors
	Planned Community (PC)
	Planned Community Residential (PCR)
	Reference
Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)	• • • • • • • • • C • • • • • • •

SECTION 6 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-30 (Mixed Use District), Section 9-30.020 (Permitted uses), Table 9-30.020 (Mixed Uses) is hereby amended by adding the use “Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)” to read as follows:

**Table 9-30.020
MIXED USES**

Uses	Permitted	Accessory	Reference
Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)	C		See Section 9-30.090

SECTION 7 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-30 (Mixed Use District), is hereby amended by adding a new Section 9-30.090 (Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)) to read as follows:

Chapter 9-30.090 Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business

Towing Facilities – Indoor vehicle impound and indoor towing service business (Indoor Only), as defined in Section 9-04.200 (“T” Definitions), are permitted with approval of a Conditional Use Permit in the Mixed Use zoning district subject to the following requirements:

- A. No indoor vehicle impound and indoor towing facility shall be closer than 1,000 feet to any residential or hotel property, as measured from property line to property line.
- B. The indoor vehicle impound and indoor towing facility operations shall occur entirely within an enclosed building. If temporary parking of tow trucks occurs outside of the building while the tow trucks are awaiting deployment, parking is prohibited within required parking stalls, and the parking area shall be screened by a 6-foot high decorative masonry wall, landscaped hedge, or combination thereof. Open fencing, including chain link and wrought iron, shall not constitute adequate screening.
- C. The indoor vehicle impound and indoor towing facility business shall be operated in compliance with all provisions of Chapter 9-40 (Design Regulations and Standards) and Chapter 9-74 (Property Maintenance) of the City of Laguna Hills Municipal Code. Although outdoor storage shall be permitted as an accessory use, subject to Section 9-30.080 (Outdoor Storage), outdoor storage of vehicles is prohibited.
- D. All indoor vehicle impound and indoor towing facilities shall provide adequate internal circulation for the movement of vehicles, and safe ingress and egress points from buildings and public streets.

SECTION 8 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-44 (Access and Parking), Table 9-44.A (Number of Parking Stalls Required), is hereby amended by adding the use “Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)” to read as follows:

Table 9-44.A
NUMBER OF PARKING STALLS REQUIRED

Use	Required Number of Stalls
Industrial Uses	

Use	Required Number of Stalls
Towing Facilities – Indoor Vehicle Impound and Indoor Towing Service Business – (Indoor Only)	5 stalls (minimum) or, 1 stall/10,000 SF of storage area, whichever is greater

SECTION 9 This Ordinance shall take effect on _____, 2017, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 10 Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 11 If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 12 The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2017-

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2017, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna
Hills;

That in compliance with State Laws of the State of California, ORDINANCE
NO. _____, being:

Attachment: 2 ZTA 12-16-3724 ATTACH 1 (DRAFT ORDINANCE) (1313 : ZTA 12-16-3724 (MXU Towing))

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 12-16-3724 AMENDING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-30 (MXU MIXED USE DISTRICT), AND 9-44 (ACCESS AND PARKING) OF TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO PERMIT INDOOR VEHICLE IMPOUND AND INDOOR TOWING FACILITIES WITHIN THE MIXED-USE ZONING DISTRICT

on the _____ day of _____ 2017, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2017, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

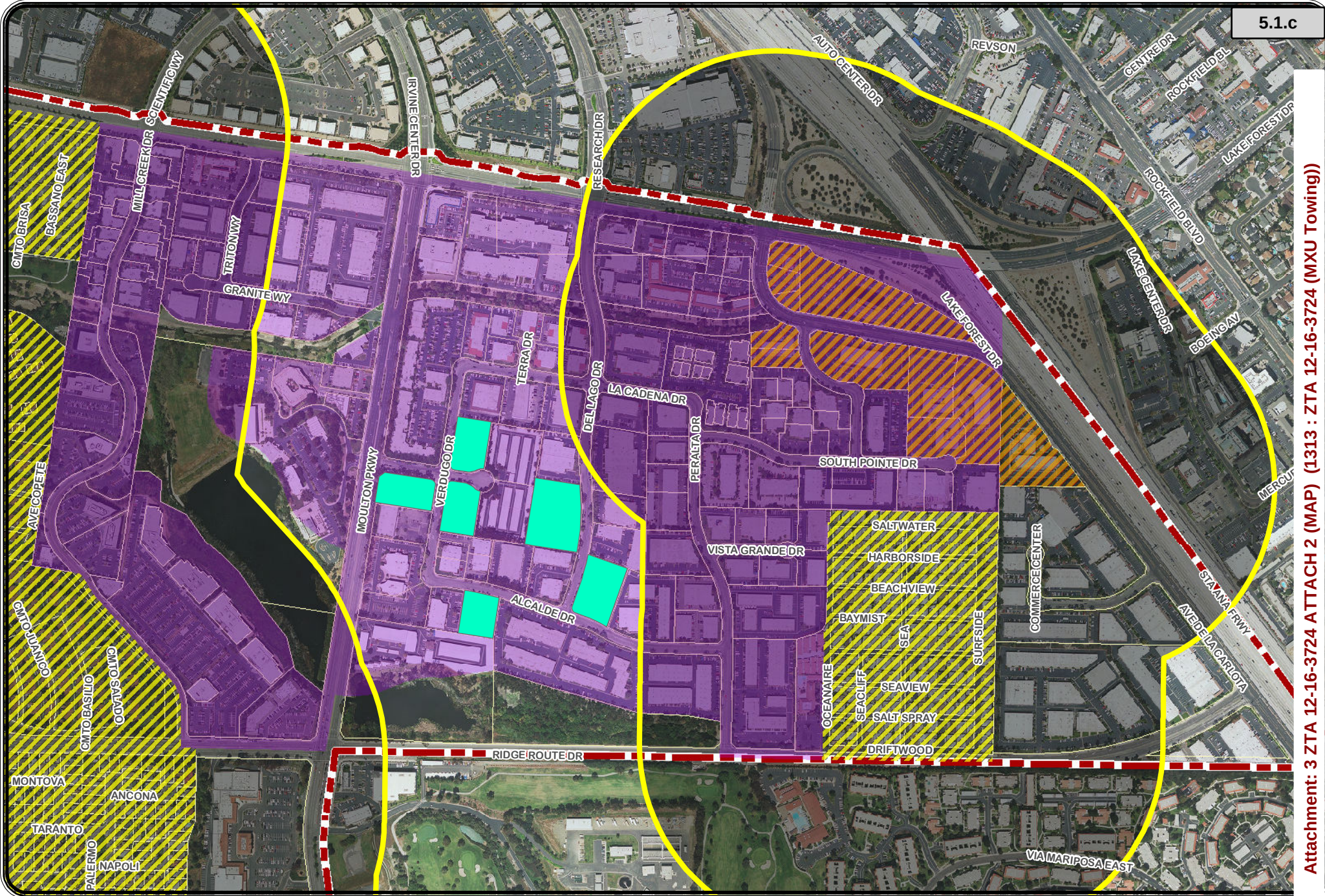
MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: 2 ZTA 12-16-3724 ATTACH 1 (DRAFT ORDINANCE) (1313 : ZTA 12-16-3724 (MXU Towing))

Attachment 2

Study Area Map





Attachment: 3 ZTA 12-16-3724 ATTACH 2 (MAP) (1313 : ZTA 12-16-3724 (MXU Towing))



City of Laguna Hills

Potential Impound/Towing Facilities in MXU Zoning District

- Zoning: Mixed Use
- Zoning: HOZ Overlay
- Zoning: Residential
- Proposed 1,000-foot Buffer
- Feasible Impound/Towing Location
- City Limit





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

FROM: Bruce E. Channing
City Manager

ISSUE: Adoption of the Biennial Budget for Fiscal Years 2017/2018 & 2018/2019, Including the Operating Budget, Debt Service, Six-Year Capital Improvement Plan, and Other Appropriations

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing regarding the Biennial Budget for Fiscal Years 2017/2018 & 2018/2019; 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 2017/2018 - 2018/2019."

SUMMARY:

Every two years the City sets aside approximately six months to focus on the budget preparation process. Included under separate cover to this staff report is the proposed Biennial Budget for Fiscal Years 2017/2018 - 2018/2019. The proposed biennial budget consists of total expenditures in the amount of \$49,107,700. A more detailed budget analysis can be found in the City Manager's Budget Message in the budget binder.

BACKGROUND:

In preparation for the Public Hearing on the 2017-2019 Biennial Operating Budget and Six-Year Capital Improvement Program (CIP), the City Council has conducted the following public review and discussion of the Biennial Budget:

- March 11, 2017 City Council Workshop
- May 9, 2017 Presentation of City Manager's Proposed Biennial Budget

Biennial Budget FY 2017/18 - 2018/19 Adoption

June 13, 2017

Page 2

The Council Workshop was held for the purpose of obtaining policy direction from City Council. At the May 9, 2017, City Council Meeting, the City Manager's Proposed 2017-2019 Biennial Budget and Six-Year Capital Plan was presented for review and input from the City Council.

Under separate cover, the City Council will find a complete Operating Budget and CIP. There are no changes to the proposed Operating Budget and Capital Improvement Plan from the draft presented to City Council at the May 9, 2017, City Council Meeting.

Operating Budget

The table below shows the proposed operating expenditures and revenues for the next two-year budget cycle. The Operating Budget includes five (5) Major Plans approved by City Council during the March 11, 2017, City Council Workshop.

	FY 2016-17	FY 2017-18	FY 2018-19
Budgeted General Fund Operating Expenditures	\$19,632,436	\$ 20,420,402	\$ 20,420,017
% Change from prior year budget		4.0%	0.0 %
Budgeted Operating Revenues	\$ 21,778,771	\$ 22,317,375	\$ 22,996,199
% Change from prior year budget		2.5%	3.0%

Capital Improvement Plan

The 2017-2019 Biennial Budget includes a Six-Year CIP, which contains total expenditures of \$14,227,000. For the upcoming Biennial Budget cycle, the budget appropriates \$3,727,000 towards twelve (12) 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 \$3,401,750, or 91% of the required funding. The balance of \$575,000 will be supported by the City's General Fund.

2017-2019 Capital Projects	Budget FY 2017/18	Budget FY 2018/19
Capital Expenditures	\$ 1,932,000	\$ 1,795,000
<i>Funding Sources:</i>		
Special Revenue/Reserve Funds	\$ 1,682,000	\$ 1,470,000
General Fund	\$ 250,000	\$ 325,000

The proposed Biennial Budget does not include funding for a traffic signal at the intersection of Paseo de Valencia at Alisal Avenue that was requested by a resident. While this location is one of five that met at least one warrant for a traffic signal in the

Biennial Budget FY 2017/18 - 2018/19 Adoption

June 13, 2017

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most recent 2016 Traffic Signal Master Plan Update, which studies all arterial highway intersections not currently serviced by a traffic signal against state standards, none of the five locations identified in the study met the minimum standard for traffic collision history, but rather met the standard primarily based on traffic volumes. Additionally, the resident-requested traffic signal is last on the prioritization scoring protocol.

FISCAL IMPACT:

The attached Resolution authorizes the following expenditures for the 2017-2019 Biennial Budget cycle:

	<u>FY 2017/18</u>	<u>FY 2018/19</u>
Operations	\$20,420,402	\$20,420,017
Capital Projects	\$1,932,000	\$1,795,000
Debt Service	\$1,785,387	\$1,790,881
Beverage Recycling Fund	\$34,707	\$8,300
CR&R Recycling Fund	\$2,000	\$2,000
C&D Forfeited Deposits Fund	\$97,000	\$82,328
Senior Mobility Program Fund	\$43,500	\$44,000
Use of Reserves	\$80,178	\$50,000
Elimination of Pension Unfunded Liability	-	\$520,000

A Consolidated Reporting of Funding Sources and Uses can be found in the “Budget Summary” section of the Biennial Budget binder. It should be noted that expenditures relating to the enterprise activity of the Laguna Hills Civic Center are approved by the City Council under a separate budget and on a single fiscal-year basis.

ATTACHMENTS:

- 2017-19 Budget Resolution
- Proposed Biennial Budget FY 2017-2019 - Under Separate Cover

RESOLUTION NO. 2017-06-13-__

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 2017/2018-2018/2019

WHEREAS, the City Manager of the City of Laguna Hills has submitted to the City Council a proposed budget for Fiscal Years 2017/2018-2018/2019; and

WHEREAS, the City Council did consider said proposed budget and set June 13, 2017, 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 \$20,420,402 for Fiscal Year 2017/2018 and \$20,420,017 for Fiscal Year 2018/2019, and shall include any changes made and approved as a result of the City's public hearing conducted on June 13, 2017.

SECTION 2. The City Manager's proposed Capital Improvement Plan shall be adopted in the amount of \$1,932,000 for Fiscal Year 2017/2018 and \$1,795,000 for Fiscal Year 2018/2019, and shall include any changes made and approved as a result of the City's public hearing conducted on June 13, 2017.

SECTION 3. The City Manager's proposed debt service appropriation shall be adopted in the amount of \$1,785,387 for Fiscal Year 2017/2018 and \$1,790,881 for Fiscal Year 2018/2019.

SECTION 4. The City Manager's following proposed appropriations for other funding uses shall be adopted in the amount listed in the following table for Fiscal Year 2017/2018 and Fiscal Year 2018/2019, and shall include any changes made and approved as a result of the City's Public Hearing conducted June 13, 2017.

	<u>FY 17/18</u>	<u>FY 18/19</u>
Beverage Recycling Fund	\$ 34,707	\$ 8,300
CR&R Recycling Fund	\$ 2,000	\$ 2,000
C&D Forfeited Deposits Fund	\$ 97,000	\$ 82,328
Senior Mobility Program Fund	\$ 43,500	\$ 44,000
Use of Reserves	\$ 80,178	\$ 50,000
Elimination of Pension Unfunded Liability	\$ -	\$ 520,000

SECTION 5. 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 6. That all budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

SECTION 7. That all other unexpended appropriations ordered pursuant to Sections 1, 3, and 4 will be automatically carried over from the first fiscal year to the second fiscal year of the two-year budget period.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2017.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2017-
06-13-__ adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 13th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

The Attachment referenced in
the Agenda Report:

Proposed 2017-2019 Biennial Budget

is available for review in the
City Clerk's Department.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017

TO: Mayor and Council Members

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

ISSUE: Authorization to Advertise for Bids - Citywide Street Maintenance Project, CIP No. 101-J

RECOMMENDATION: That the City Council: (1) Find and determine the Citywide Street Maintenance Project, CIP No. 101-H, is categorically exempt from CEQA pursuant to Section 15301(c) of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption); (2) Approve the Plans and Specifications available at the office of the City Clerk and at the dais; and (3) Authorize the Advertisement for Bids of the Citywide Street Maintenance Project, CIP No. 101-J.

SUMMARY:

On a biennial basis, the City implements a Capital Improvement Project to perform maintenance of a portion of the City's street system. In anticipation of the approval of the Fiscal Year 2017/2018 Capital Improvement Program Budget, staff has prepared the Plans and Specifications for the Citywide Street Maintenance Project, CIP No. 101-J. Approval of the Plans and Specifications, on file with the office of the City Clerk, and authorization to advertise the project for bids is requested.

BACKGROUND:

A proposed project in the Fiscal Year 2017/2018 Capital Improvement Program Budget is the Citywide Street Maintenance Project, CIP No. 101-J. On a biennial basis, the City implements a Capital Improvement Project to perform maintenance of a portion of the City's street system. This project proposes to perform pavement maintenance, including either a slurry seal or asphalt concrete overlay, on selected streets in

Authorization to Advertise for Bids - Citywide Street Maintenance CIP 101-J

June 13, 2017

Page 2

accordance with the City's Pavement Management Plan for the preservation of this asset. The streets included are in the following areas and are more particularly shown on the plans included in the project specifications.

1. Zone A – selected streets southerly of Oso Parkway.
2. Zone D – selected streets in the area bounded by Alicia Parkway, I-5, La Paz Road, and Paseo de Valencia.
3. Zone E – all streets bounded by Los Alisos Boulevard, I-5, Aliso Creek, and Paseo de Valencia, including the construction of access ramps.
4. Two alternate bids will be included to include maintenance work on: (1) Ridge Route Drive and on Mill Creek Drive; and (2) A portion of Paseo de Valencia northerly of El Toro Road.

Staff has prepared the Plans and Specifications for the Citywide Street Maintenance Project, CIP No. 101-J. The Engineer's Cost Estimate for this project is \$860,000. Approval of the Plans and Specifications, on file with the office of the City Clerk and present at the dais at today's meeting, and authorization to advertise the project for bids is requested.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301(c) of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption). This exemption is applicable to the operation, permitting, or minor alteration to existing facilities involving a negligible expansion, or no expansion of an existing use, and includes alterations to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities. The proposed project involves pavement maintenance, minor concrete repairs, and related work without the expansion of existing capacity. Therefore, the project is exempt from CEQA.

FISCAL IMPACT:

The Citywide Street Maintenance Project, CIP No. 101-J, is included in the Fiscal Year 2017/2018 Capital Improvement Project in the amount of \$862,000.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 13, 2017
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: Laguna Hills Council Chamber Audio/Visual System Upgrade

RECOMMENDATION: That the City Council approve the Council Chamber Audio/Visual System upgrade project with Vizual Symphony, Inc., and authorize the City Manager to execute an Agreement with Vizual Symphony, Inc., subject to review by the City Attorney.

SUMMARY:

A major plan during the next budget cycle is the upgrade of the Audio/Visual (AV) system located in the Council Chamber, which was originally installed in 2004 and is in need of an upgrade. City staff elicited four quotes from AV vendors and has selected Vizual Symphony, Inc. as the finalist. The work effort for this project is tentatively scheduled for July and August 2017, when the City Council is dark. Vizual Symphony, Inc. successfully upgraded the AV system in the Heritage Room located at the Community Center in 2015, and currently provides maintenance and support services for the Council Chamber and Community Center AV systems.

BACKGROUND:

A major plan during the next budget cycle is the upgrade of the AV system located in the Council Chamber. The original system was installed when the Civic Center building first opened in 2004. Some of the components have been replaced throughout the years; however, the majority of the system technology is antiquated and is an analog system.

Staff's goal is to upgrade the AV system when the City Council is dark during the

Civic Center Audio Visual

June 13, 2017

Page 2

summer break (July - August 2017) to maximize project implementation time between City Council meetings. This schedule required staff to initiate, sooner than later, a procurement process for an audio visual vendor and to bring this project to City Council for approval on June 13, 2017. The selected vendor will need to order the parts in early July to meet the targeted implementation schedule.

Staff elicited four proposals from AV vendors. The City's Purchasing Ordinance for information technology related projects requires purchases to be based on at least three informal proposals. Prior to receiving these proposals, staff conducted site visits with each vendor in order for them to determine the scope of the project and equipment to be replaced. The lowest quote received was from Vizual Symphony, Inc.¹ After reviewing the quotes, staff is recommending that the City Council authorize the City Manager to enter into an Agreement with Vizual Symphony, Inc. as it is the low bidder. In addition, Vizual Symphony, Inc. is also the most qualified vendor for the project based on demonstrated trustworthiness, quality of services provided, overall experience in the field, and successful service history with the City of Laguna Hills. Vizual Symphony, Inc. was successful in its installation of an upgraded AV system at the Community Center in 2015, and has for the last two years supported both the Civic Center and Community Center AV systems.

Upgrades to the AV system for the Council Chamber include:

- Upgrade the system components from an analog system to a digital system. This will set our AV system with HDMI capabilities.
- An additional camera for recording purposes.
- All new dais and staff area monitors.
- All new microphones with buttons at base programmed to on/off, request to speak, and cancel request.
- New touch panels programmed to administer the AV system (i.e. microphone volume control, input source, light controls, projector screen control, etc.).
- 65" LCD Display for lobby area.
- Audience signal light system to display the three-minute time limit for public speaking.

¹ See Exhibit A for Vizual Symphony, Inc.'s quote and an equipment listing for this project.

Civic Center Audio Visual

June 13, 2017

Page 3

After City Council's approval of the Council Chamber AV upgrade project with Vizual Symphony, Inc., and its authorization for the City Manager to execute an Agreement, City staff will work to finalize the Agreement with the City Attorney's office.

FISCAL IMPACT:

The project cost quoted by Vizual Symphony, Inc. is \$96,058.60, and the total not to exceed cost in the Vizual Symphony, Inc. Agreement will be \$101,058.60 to account for a \$5,000 project contingency. The project is budgeted in the next budget cycle.

ATTACHMENTS:

- Exhibit A - Laguna Hills - Chamber Upgrade Quote

EXHIBIT A

Proposal



Vizual Symphony, Inc.
Burbank, CA 91505

626-229-9112
 626-229-9117 Fax
 www.vizualsymphony.com



Date	Estimate No.
5/25/2017	ES3288

Prepared For:

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

Project

Civic Ctr Chamber AV Upgrades

Attn: Robert Oros

All Pricing Valid for 30 Days

Qty	MFR	Description	Grand Total:
		Civic Ctr Council Chamber -Maintenance Contract System Upgrade - Rev F	
13	NEC	20" Widescreen LCD Monitor with HD inputs (DVI), 16:9 aspect ratio, 18.3" w x 10.8" h x 2.1" d	2,911.87T
3	Crestron	21.5" HD Touch Screen Display	3,999.90T
1	Premier	Tilt/Pivot Mount fits 10"-37" flat-panel displays	67.20T
2	Crestron	Digital Graphics Engine 100- touch screen interface, annotation	2,666.60T
1	Crestron	Digital Graphics Engine 200 with DM 8G+ input	2,235.00T
1	Crestron	5" Touch Screen with Smart Graphics and PoE network power	666.65T
2	Premier Mounts	Dual Arm Swingout Mount for Flat-Panel Displays	330.00T
1	Crestron	Digital Media Transmitter	866.65T
1	Crestron	4K Digital Media Transmitter 3 x 1 with HDBT out	1,333.30T
1	Crestron	3-Series 4K DigitalMedia Presentation System 100	2,666.50T
2	Crestron	Digital Receiver and Room Controller - 4K DM	1,200.00T
2	Crestron	4K Digital Media 8G+ Receiver and Room Controller with Scaler	2,400.00T
1	Crestron	Digital Media Switcher	2,866.60T
1	Crestron	3-Series Control System®	2,925.00T
3	Crestron	HDBaseT 4K DM 8G+ Input card	2,205.00T
1	Crestron	HDMI Input Card for DM Switcher (4K)	533.50T
1	Crestron	DVI/RGB Input Card for DM Switcher	533.50T
1	Crestron	Smartouch Rack Mount Kit	100.00T
1	Crestron	Digital Media Card Interface	266.50T
1	Crestron	2-Channel 4K Scaling HDMI® Output Card for DM® Switchers	1,200.00T

Prepared by Susan Holguin 626-229-9112 (x 111)
 susan@vizualsymphony.com

Subtotal:

Sales Tax: (8.0%)

Grand Total:

Attachment: Exhibit A - Laguna Hills - Chamber Upgrade Quote (1327 : Civic Center Audio Visual)

Approved: _____



Vizual Symphony, Inc.
Burbank, CA 91505

626-229-9112
 626-229-9117 Fax
 www.vizualsymphony.com

Proposal



Date	Estimate No.
5/25/2017	ES3288

Prepared For:

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

Project

Civic Ctr Chamber AV Upgrades

Attn: Robert Oros

All Pricing Valid for 30 Days

Qty	MFR	Description	Grand Total:
2	Crestron	SDI Input Card for DM Switcher	1,800.00T
1	Crestron	Streaming Output Card - one H.264 streaming output	2,000.00T
2	Crestron	2 Channel HDBaseT 4K DM 8G+ Output Card for DM Switcher	1,735.00T
1	Crestron	Media Presentation Wall Plate - Crestron DigitalMedia 8G+, White	70.00T
3	Crestron	4K HDMI® over HDBaseT® Extender w/IR & RS-232 includes HDMI wall plate (black)	1,995.00T
1	Crestron	Air Media Presentation Gateway	1,075.00T
1	Crestron	1-to-4 4K HDMI® Distribution Amplifier	335.00T
1	Kramer	1:16 HDMI Distribution Amplifier	985.00T
1	Crestron	Avia™ 12x8 Digital Signal Processor w/USB Audio, AEC, & Audio Conferencing Interface	2,400.00T
1	QSC	8 channels, 100 watts/ch at 70V	1,545.00T
1	Panasonic	AW-HE40HWPJ9 HD Integrated PTZ Camera (HDMI) - White - Full HD Pan-tilt-zoom camera, 30x Zoom, HDMI & SDI	3,150.00T
2	Panasonic	Panasonic Wall Mount for AW-HE40 Camera (White)	455.00T
1	Shure	Central Control Unit with Power Supply	1,600.00T
14	Shure	Base Discussion Unit, attaches to table from top; cables connect front the bottom	2,338.00T
3	Shure	Delegate with speak and mute buttons (5PK)	93.00T
1	Shure	Chairman with speak and delegates off buttons (2pk)	20.00T
8	Shure	Compact Loudspeaker with 1m Cable	310.00T
6	Shure	Cardioid 16" Gooseneck Mic	792.00T
8	Shure	Cardioid 20" Gooseneck Mic	1,056.00T
1	Samsung	65" LCD Display, 1080p, 3 HDMI, 1 RS232	1,015.00T
1	Premier	Universal Tilt Wall Mount for 50"-80" Displays	205.00T

Prepared by Susan Holguin 626-229-9112 (x 111)
 susan@vizualsymphony.com

Subtotal:

Sales Tax: (8.0%)

Grand Total:

Attachment: Exhibit A - Laguna Hills - Chamber Upgrade Quote (1327 : Civic Center Audio Visual)

Approved: _____



Vizual Symphony, Inc.
Burbank, CA 91505

626-229-9112
 626-229-9117 Fax
 www.vizualsymphony.com

Proposal



Date	Estimate No.
5/25/2017	ES3288

Prepared For:

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

Project

Civic Ctr Chamber AV Upgrades

Attn: Robert Oros

All Pricing Valid for 30 Days

Qty	MFR	Description	Grand Total:
2	Crestron	Crestron Certified HDMI Interface Cable, 12ft	115.00T
4	Crestron	Crestron® Certified HDMI® Interface Cable, 3 ft	105.00T
5	Crestron	Locking High Speed HDMI Cable 8 feet	275.00T
1	Furman	1 RU PWR/COND/SMART SEQ, 15A, REMOTE SMP	366.62T
1	DSAN	Audience Signal Light System with (2) signal lights - one for audience, one for council members, plus touch panel interface to add countdown time to displays	2,730.00T
		Sub-Total for System Equipment:	60,539.39
		Maintenance Contract 10% Discount on Equipment	-6,053.94
160	VS	Installation Services including removing current equipment	14,400.00
120	VS	Programming for Touch panels, XPanel, DSP	12,000.00
24	VS	Design and Engineering including Drawings	2,880.00
1	VS	Cables, Connectors, Misc. Materials including Crestnet Cable	4,800.00
		Sub-Total for Technical Services:	34,080.00
1		Shipping & Handling - ground	2,500.00
15		Electronic Waste Recycling Fee	150.00
		50% deposit required to initiate project	

Prepared by Susan Holguin 626-229-9112 (x 111)
 susan@vizualsymphony.com

Subtotal: \$91,215.45

Sales Tax: (8.0%) \$4,843.15

Grand Total: \$96,058.60

Attachment: Exhibit A - Laguna Hills - Chamber Upgrade Quote (1327 : Civic Center Audio Visual)

Approved: _____