



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, June 12, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Mel Carruth, Mayor

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

Barbara D. Kogerman, Council Member

Janine Heft, Council Member

Don Sedgwick, Council Member

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

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

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison Kaylie Bair.

1.2 Certificate of Recognition, Kaylie Bair, Laguna Hills High School Student Liaison for Spring 2018

Recommendation: That Mayor Carruth present a Certificate of Recognition to Kaylie Bair recognizing her service as the Laguna Hills High School Student Liaison.

1.3 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.

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 8, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the May 8, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the June 12, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,884,864.03.

3.4 Third Quarter Financial & Treasurer's Report for Fiscal Year 2017/2018

Recommendation: That the City Council receive and file the Third Quarter Financial and Treasurer's Report for Fiscal Year 2017/2018.

3.5 Approval of Fiscal Year 2018/19 Law Enforcement Services Agreement with the County of Orange

Recommendation: That the City Council approve the Fiscal Year 2018/19 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

3.6 Progress Payment No. 2, Final, for Citywide Pavement Rehabilitation Project, CIP No. 101-J

Recommendation: That the City Council Approve Contract Change Order No. 1 and Progress Payment No. 2, Final, in the Net Amount of \$582,309.77, to Hardy & Harper, Inc., for the Citywide Pavement Rehabilitation Project, CIP No. 101-J, and Authorize the Filing of the Notice of Completion and Subsequent Release of Retention in 35 Days if No Liens are Filed.

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

Recommendation: That the City Council approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited to the Seven-Year Capital Improvement Program and adopt the Pavement Management Plan.

3.8 Grant of Permission to the Acorn Group and the City of Fullerton for Use of an Image from the "Discovering Orange County" Mural

Recommendation: That the City Council authorize the City Manager to grant permission to the Acorn Group and the City of Fullerton to use an image from the "Discovering Orange County" Mural.

3.9 Proposed Office Lease with Carno Law Group for 24031 El Toro Road, Suite 210, Laguna Hills, California

Recommendation: That the City Council approve the lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 210, Laguna Hills, California, and authorize the City Manager to execute the Lease.

3.10 Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

Recommendation: That the City Council: (1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an amended and restated Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and superseding all previous LHCEA Memorandums of Understanding effective July 1, 2018"; and (2) Authorize the City Manager to execute the Memorandum of Understanding.

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 8, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for May 8, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the May 8, 2018, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit (CUP) No. 3-18-4143, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located on the West Side of Mill Creek Drive Approximately 640 Feet Southerly of Lake Forest Drive.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4143; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4143, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located on the west side of Mill Creek Drive approximately 640 feet southerly of Lake Forest Drive".

4.5.2 Conditional Use Permit (CUP) No. 3-18-4144, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 200 Feet Southerly of El Toro Road.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4144; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4144, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 200 feet southerly of El Toro Road."

4.5.3 Conditional Use Permit (CUP) No. 3-18-4145, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 250 Feet Northerly of Calle De La Magdalena.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4145; and (2) Adopt a Resolution entitled: "A Resolution

of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4145, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 250 feet northerly of Calle de la Magdalena."

4.5.4 Conditional Use Permit (CUP) No. 3-18-4146, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 125 Feet Northerly of Calle De Los Caballeros.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4146; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4146, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 125 feet northerly of Calle de los Caballeros."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to Allow Apiaries as a Permitted Use in the Estate Residential District, Subject to Certain Provisions, and to Add Property Maintenance Standards Related to Apiaries.

Recommendation: That the City Council: (1) Conduct a Public Hearing; and, (2) 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 Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District),

and 9-74 (Property Maintenance) to allow apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to apiaries”.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

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 26, 2018, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by June 8, 2018, at 5:00 pm.



City Clerk

June 5, 2018

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Certificate of Recognition, Kaylie Bair, Laguna Hills High School Student
Liaison for Spring 2018

RECOMMENDATION: That Mayor Carruth present a Certificate of Recognition to Kaylie Bair recognizing her 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. Kaylie Bair has served as the Student Liaison for the Spring 2018 semester. Bair has served as the Student Liaison with distinction, and it is in order to recognize her service.

ATTACHMENTS:

- Certificate of Recognition Bair

CERTIFICATE OF RECOGNITION

KAYLIE BAIR

Laguna Hills High School Student Liaison

January 23, 2018, through June 12, 2018

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, Kaylie Bair was appointed to serve as the Student Liaison to the City Council and took the Oath of Office on January 23, 2018; and

WHEREAS, Kaylie Bair 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, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Kaylie Bair for her service to the City as Student Liaison to the City Council.

Dated this 12th day of June 2018.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for May 8, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the May 8, 2018, Regular Meeting.

ATTACHMENTS:

- 180508 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, May 8, 2018**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Mayor Mel Carruth.

ROLL CALL OF CITY COUNCIL MEMBERS

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6(a):

City Designated Representatives: Don White, City Manager

Melissa Au-Yeung, Deputy City Manager/City Clerk

Janice Reyes, Finance Director

Employee Organization: Laguna Hills City Employee Association

City Employee Organization

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9:

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

Attachment: 180508 CC Minutes (1572 : Approval of Minutes for May 8, 2018, Regular Meeting)

C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9:

Existing litigation pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9.

Names of case: Cross Complaint by City of Santa Ana for Civil Rights Violations (42 U.S.C. Sec. 1983); City of Santa Ana, Cross-Claimant, vs. City of Laguna Hills, County of Orange, and all other Orange County cities, Cross-Defendants, in the matter of Orange County Catholic Worker, et al., vs. County of Orange, the City of Anaheim, the City of Costa Mesa, the City of Orange, and the City of Santa Ana; United States District Court for the Central District of California, Southern Division; Case No. SA CV 18-0155-DOC (JDE).

D. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9:

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

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM**CONVENE INTO CLOSED SESSION**

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

RECONVENE TO CITY COUNCIL CHAMBER**RECESS****GENERAL BUSINESS - RECONVENING AT 7:00 PM****CALL TO ORDER**

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT**A. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6(a):

City Designated Representatives: Don White, City Manager

Melissa Au-Yeung, Deputy City Manager/City Clerk

Janice Reyes, Finance Director

Employee Organization: Laguna Hills City Employee Association
City Employee Organization

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9:

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9:

Existing litigation pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9.

Names of case: Cross Complaint by City of Santa Ana for Civil Rights Violations (42 U.S.C. Sec. 1983); City of Santa Ana, Cross-Claimant, vs. City of Laguna Hills, County of Orange, and all other Orange County cities, Cross-Defendants, in the matter of Orange County Catholic Worker, et al., vs. County of Orange, the City of Anaheim, the City of Costa Mesa, the City of Orange, and the City of Santa Ana; United States District Court for the Central District of California, Southern Division; Case No. SA CV 18-0155-DOC (JDE).

D. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9:

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

City Attorney Simonian stated that the City Council convened in Closed Session this evening pursuant to the authorities listed on the agenda. The Council had not yet completed its discussion of these items. The City Council will reconvene back in to Closed Session following the General Business meeting and, at that time, there will be a further 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 Kaylie Bair.

1.2 Ten Year Anniversary Award

Recommendation: Mayor Carruth recognized Cindy Sands, Executive Assistant to the City Manager, for Ten Years of Service to the City of Laguna Hills and presented a Certificate of Recognition to Ms. Sands. Jefferson Cha, District Representative, Congresswoman Mimi Walters' Office, presented Ms. Sands with a Certificate of Congressional Recognition for her service to the City.

1.3 Recognition of Roger Gunderson, Laguna Hills High School Teacher of the Year 2018

Recommendation: Mayor Carruth presented a Certificate of Recognition to Laguna Hills High School Teacher of the Year Roger Gunderson. Jefferson Cha, District Representative Congresswoman Mimi Walters' Office, presented Mr. Gunderson with a Certificate of Congressional Recognition for his service to the community.

1.4 Presentation of Proclamation for "Drowning Prevention Awareness"

Recommendation: The City Council issued a Proclamation declaring May through October as "Drowning Prevention Awareness" and Mayor Carruth presented the Proclamation to Tim Perkins, Battalion Chief, Orange County Fire Authority.

1.5 Presentation of Proclamation for "Wildfire Awareness Week"

Recommendation: The City Council issued a Proclamation declaring May 6 through May 12, 2018 as "Wildfire Awareness Week" and Mayor Carruth presented the Proclamation to Tim Perkins, Battalion Chief, Orange County Fire Authority.

2. PUBLIC COMMENTS

Laguna Hills Grad Night Community Preview Event

Meg Gorham, a resident of Laguna Hills, invited the City Council and community residents to attend this year's Grad Night Community Preview Event on Wednesday, June 13, 2018, from 6:00 p.m. – 8:00 p.m., on the Laguna Hills High School campus.

Sanctuary City Concerns

Jean Michael Schlosser, a resident of Laguna Hills, voiced his concerns regarding the California "Sanctuary State" law.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar:

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

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

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

3.2 Approval of Minutes for April 10, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the April 10, 2018, Regular Meeting.

3.4 Civic Center Third Quarter Financial Report for Fiscal Year 2017/2018

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

3.7 Proposed Resolution Adopting New City Council Policy No. 130 Regarding Digital Device and Electronic Communications Management

Recommendation: That the City Council adopt Resolution No. 2018-05-08-2, "A Resolution of the City Council of the City of Laguna Hills, California, Adopting City Council Policy No. 130 regarding Digital Device, Email Accounts, Electronic Communications Management, and Records Retention".

3.8 Approval of Resolutions Related to the November 6, 2018, General Municipal Election

Recommendation: That the City Council adopt the following Resolutions:

- (1) Resolution No. 2018-05-08-3, "A Resolution of the City Council of the City of Laguna Hills, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 6, 2018, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities"; and
- (2) Resolution No. 2018-05-08-4, "A Resolution of the City Council of the City of Laguna Hills, California, requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on November 6, 2018, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code"; and
- (3) Resolution No. 2018-05-08-5, "A Resolution of the City Council of the City of Laguna Hills, California, adopting regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at an election to be held on Tuesday, November 6, 2018".

3.9 Award of Contract for Turf Renovation, CIP No. 238-C

Recommendation: That the City Council Award the Contract for Turf Renovation, CIP No. 238-C, to CSA Holdings, Inc., dba Sports Field Services, in the Low Base Bid Amount of \$58,460.00, reject all other bids, and authorize the Mayor to sign the Construction Contract.

3.10 Grant Application for Environmental Cleanup Program - Phase VII Catch Basin Debris Gate Project, CIP No. 412-G

Recommendation: That the City Council approve the submission of a Grant Application to the Orange County Transportation Authority for the Measure M2 Environmental Cleanup Program for the Phase VII Catch Basin Debris Gate Project and adopt Resolution No. 2018-05-08-6, "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 VII Catch Basin Debris Gate Project".

3.11 Periodic Review of Development Agreement No. 12-11-2137 (Ordinance No. 2012-4) Between the City of Laguna Hills and Laguna Hills Investment Company: Oakbrook Village Shopping Center Mixed Use Project

Recommendation: That the City Council: (1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and (2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2017 to January 2018.

3.12 Fiscal Year 2018/2019 Trauma Intervention Program Agreement

Recommendation: That the City Council approve the proposed Victim Support Services Agreement for Fiscal Year 2018/2019 with Trauma Intervention Programs, Inc. and authorize the City Manager to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR**3.5 Proposed Office Lease with Carno Law Group for 24031 El Toro Road, Suite 210, Laguna Hills, California**

Recommendation: That the City Council approve the lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 210, Laguna Hills, California, and authorize the City Manager to execute the Lease.

Mayor Carruth removed Item No. 3.5 from the Consent Calendar. This item will return to City Council for consideration at a future date.

3.3 Approval of Warrant Register for the May 08, 2018, Regular Meeting

Council Member Heft removed Item No. 3.3 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,361,796.45.

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

3.6 Resolution Amending and Restating City Council Policy No. 120 Regarding Procedures for Council Members to Place Items on Future City Council Agendas

Council Member Heft removed Item No. 3.6 from the Consent Calendar to request additional information.

Recommendation: That the City Council adopt Resolution No. 2018-05-08-1, "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 120 regarding procedures for Council Members to place items on a future City Council agenda".

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

4. PLANNING AGENCY

Mayor Carruth 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 7:34 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR APRIL 10, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for April 10, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the April 10, 2018, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:34 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Public Hearing on 2018 Weed, Rubbish and Refuse Abatement**

Amber Shah, Associate Civil Engineer, reviewed the information provided in the Staff Report.

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

Recommendation: That the City Council: (1) Conduct a Public Hearing, receive and consider all objections; and (2) Adopt Resolution No. 2018-05-08-7, "A Resolution of the City Council of the City of Laguna Hills, California, issuing an Abatement Order and authorizing the Assistant City Manager/Director of Public Services to commence enforcing weed, rubbish, and refuse abatement against specified parcels of land".

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

6. ADMINISTRATIVE REPORTS**6.1. City Manager**

The City Manager gave no Administrative Reports.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

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

8. CITY COUNCIL MEMBER COMMENTS**Council Member Kogerman**

Council Member Kogerman encouraged Council Members and citizens to attend Coffee with a Cop on Wednesday, May 9, 2018, at Ruby's from 9:00 a.m. – 10:00 a.m. to meet our new Chief of Police Services, Lieutenant Matt Stiverson.

Council Member Heft

Council Member Heft reported that she attended the Laguna Hills High School closing night performance of "Legally Blonde". Council Member Heft reported that she was recently sworn in as the Fifth District Representative for the Association of California Cities Orange County. Council Member Heft also attended the SOKA University's 17th Annual International Festival on Saturday, May 5, 2018.

Mayor Carruth

Mayor Carruth reported that she attended the TCA Plein Air Painting event on April 20, 2018, and shared a painting from the event. Mayor Carruth also reported that she attended the Medal of Valor Luncheon for 2018 and noted how proud she was of the men and women who serve in the Orange County Sheriff's Department.

CLOSED SESSION (Continued)**PUBLIC COMMENT ON CLOSED SESSIONS ITEM(S)**

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM**RECONVENE BACK INTO CLOSED SESSION**

The City Council reconvened into Closed Session, as part of the General Business Session, for purposes of completing its Closed Session discussions.

RECONVENE TO CITY COUNCIL CHAMBER**CLOSED SESSION REPORT****A. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6(a):

City Designated Representatives: Don White, City Manager

Melissa Au-Yeung, Deputy City Manager/City Clerk

Janice Reyes, Finance Director

Employee Organization: Laguna Hills City Employee Association

City Employee Organization

City Attorney Simonian stated that the City Council reconvened in Closed Session this evening pursuant to the authorities listed on the agenda. For Item A.

Conference with Labor Negotiators, the Council provided further direction to its designated labor representative. No further reportable action was taken on Item A.

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9:

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

No reportable action was taken as a result of tonight's Closed Session meeting.

C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9:

Existing litigation pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9.

Names of case: Cross Complaint by City of Santa Ana for Civil Rights Violations (42 U.S.C. Sec. 1983); City of Santa Ana, Cross-Claimant, vs. City of Laguna Hills, County of Orange, and all other Orange County cities, Cross-Defendants, in the matter of Orange County Catholic Worker, et al., vs. County of Orange, the City of Anaheim, the City of Costa Mesa, the City of Orange, and the City of Santa Ana; United States District Court for the Central District of California, Southern Division; Case No. SA CV 18-0155-DOC (JDE).

No reportable action was taken as a result of tonight's Closed Session meeting.

D. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9:

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

No reportable action was taken as a result of tonight's Closed Session meeting.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned in memory of Larry Bertino, former Traffic Commissioner and long-time Laguna Hills resident, at 9:05 p.m. The next regularly scheduled City Council Meeting will be held June 12, 2018.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of June 12, 2018.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for the June 12, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$1,884,864.03.

SUMMARY:

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

ATTACHMENTS:

- Warrant Register - June 12, 2018



City of Laguna Hills, CA

Warrant Register - June 12, 2018

By Check Number

Date Range: 05/03/2018 - 05/31/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814452	Z-CD-0097	BUILDRITE, INC	05/03/2018	1,149.05
8814453	C-0051	CITY OF NEWPORT BEACH	05/03/2018	40.00
8814454	C-0023	COX COMMUNICATION	05/03/2018	179.62
8814455	E-0504	EL TORO WATER DISTRICT	05/03/2018	6,082.49
8814456	Z-CS-0106	GLOBAL NETWORK	05/03/2018	500.00
8814457	L-1380	LUND, CATRIONA	05/03/2018	19.35
8814458	Z-CS-0107	MENDOZA, ANA	05/03/2018	500.00
8814459	M-1388	MOBILE MINI, INC.	05/03/2018	82.97
8814460	M-1302	MOULTON NIGUEL WATER DISTRICT	05/03/2018	7,260.22
8814461	S-1949	SMART & FINAL	05/03/2018	156.46
8814462	S-1904	SOUTHERN CALIFORNIA EDISON	05/03/2018	1,944.56
8814463	S-2250	SPARKLETTES	05/03/2018	212.38
8814464	Z-CD-0101	SPECTRUM PROPERTY OWNER LLC	05/03/2018	2,411.17
8814465	Z-CS-0108	STUDIO ENSEMBLE	05/03/2018	225.00
8814466	S-2016	SYSTEMS INTERNATIONAL	05/03/2018	3,994.00
8814467	T-2698	TPX COMMUNICATIONS	05/03/2018	1,388.51
8814468	Z-CS-0033	VU, LAN	05/03/2018	250.00
8814469	A-0349	A SOURCE OF PRIDE	05/10/2018	123.37
8814470	A-0130	AAA AWARDS & MONOGRAMMING	05/10/2018	67.34
8814471	A-0138	ALL CITY MANAGEMENT, INC.	05/10/2018	4,317.60
8814472	A-0359	ANDERSON PENNA PARTNERS, INC.	05/10/2018	3,135.00
8814473	B-0276	BANK OF AMERICA BANKCARD CENTER	05/10/2018	8,257.31
8814474	B-0304	BEE MAN, THE	05/10/2018	325.00
8814475	B-0411	BUCKNAM & ASSOCIATES, INC.	05/10/2018	1,611.16
8814476	C-1179	CANON SOLUTIONS AMERICA	05/10/2018	329.33
8814477	C-1144	CHARLES ABBOTT ASSOCIATES, INC	05/10/2018	37,587.45
8814478	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	05/10/2018	1,592.08
8814479	C-1139	COMPLETE OFFICE OF CALIFORNIA	05/10/2018	163.79
8814480	C-1176	COMPUTER SERVICE CO.	05/10/2018	4,745.65
8814481	C-0023	COX COMMUNICATION	05/10/2018	170.62
8814482	C-1146	CYBERSOURCE CORPORATION	05/10/2018	29.00
8814483	D-0461	DATA TICKET, INC.	05/10/2018	673.65
8814484	D-0552	DUNBAR ARMORED, INC.	05/10/2018	138.81
8814485	E-0554	ECONOMICS, INC.	05/10/2018	5,842.33
8814486	E-0587	EMC DESIGN	05/10/2018	3,515.00
8814487	F-0711	FAST FORMS	05/10/2018	2,241.57
8814488	G-0844	GREEN MART, INC.	05/10/2018	926.65
8814489	H-0829	HARTZOG & CRABILL, INC.	05/10/2018	3,207.74
8814490	H-0960	HR GREEN PACIFIC, INC.	05/10/2018	12,470.00
8814491	I-0960	IRV SEAVER MOTORCYCLES	05/10/2018	1,337.09
8814492	I-0942	IRVINE RANCH WATER DISTRICT	05/10/2018	124.09
8814493	J-1057	JAMEY CLARK, INC.	05/10/2018	1,360.02
8814494	Z-CS-0023	LOMARENA PTA	05/10/2018	500.00
8814495	M-1546	MAILFINANCE, INC.	05/10/2018	498.39
8814496	M-1583	MOORE IACOFANO GOLTSMAN, INC.	05/10/2018	14,250.00
8814497	M-1302	MOULTON NIGUEL WATER DISTRICT	05/10/2018	7,340.60
8814498	N-1474	NIEVES LANDSCAPE, INC.	05/10/2018	82,496.34
8814499	O-1546	OFFICE SOLUTIONS	05/10/2018	411.07
8814500	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	05/10/2018	2,383.00
8814501	P-1828	PARSONS, ROSS	05/10/2018	90.00
8814502	P-1829	PEST OPTIONS, INC.	05/10/2018	225.00
8814503	Q-1704	QUICK CRETE PRODUCTS CORP.	05/10/2018	1,728.31
8814504	R-1946	RK ENGINEERING GROUP, INC.	05/10/2018	165.00
8814505	Z-CS-0109	ROBERTS, STAN	05/10/2018	500.00

Attachment: Warrant Register - June 12, 2018 (1596 : Approval of Warrant Register for June 12, 2018)

Warrant Register - June 12, 2018

Date Range: 05/03/2018 - 05/31/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814506	R-1813	RPW SERVICES, INC.	05/10/2018	1,560.00
8814507	S-1902	SAN DIEGO GAS & ELECTRIC	05/10/2018	12,387.80
8814508	S-2250	SPARKLETT'S	05/10/2018	116.82
8814509	S-2059	STAPLETON, VIVIAN	05/10/2018	511.00
8814510	S-2209	STUDIO TWO BLACK DIAMOND	05/10/2018	1,351.67
8814511	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	05/10/2018	10,923.28
8814512	T-2639	TURF STAR, INC.	05/10/2018	272.18
8814513	T-2656	TYLER TECHNOLOGIES, INC.	05/10/2018	454.38
8814514	U-2121	U.S. POSTAL SERVICE	05/10/2018	2,500.00
8814515	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	05/10/2018	79.30
8814516	V-2249	US BANK VOYAGER FLEET SYSTEM	05/10/2018	1,250.25
8814517	V-2224	VERIZON WIRELESS	05/10/2018	881.95
8814518	Z-CD-0102	WATER GARDENS BUSINESS PARK	05/10/2018	1,324.40
8814519		VOID	05/10/2018	0.00
8814520	X-2400	XEROX CORPORATION	05/10/2018	1,155.33
8814521	Z-2613	ZUMASYS, INC.	05/10/2018	6,262.50
8814522	A-0365	AT&T - CALNET 3	05/17/2018	78.03
8814523	B-0378	BALLOONS SOUND GREAT	05/17/2018	864.19
8814524	Z-CD-0103	CARE PLUMBING	05/17/2018	17.46
8814525	C-1142	CARSON, ANTHONY D., 114 TC Celebrations	05/17/2018	200.00
8814526	C-1184	CEP AMERICA AUC PC	05/17/2018	100.00
8814527	E-0597	ELECTRIC CITY CONSOLIDATED GRAPHICS EC PRINT	05/17/2018	843.54
8814528	Z-CS-0111	FIDONE, DONNA	05/17/2018	500.00
8814529	Z-CS-0113	HUGHES, LINDA	05/17/2018	62.50
8814530	L-1377	LEFT COAST NOVELTIES	05/17/2018	1,090.88
8814531	M-1552	MARTIN-RUSK, DINA	05/17/2018	325.50
8814532	Z-CS-0112	NELSON, CASSANDRA	05/17/2018	500.00
8814533	N-1475	NOLAN, PAUL, EMT-D	05/17/2018	1,064.00
8814534	O-1599	ORANGE COUNTY JUMPERS, LLC	05/17/2018	630.00
8814535	R-1830	RALPHS GROCERY COMPANY	05/17/2018	228.53
8814536	R-1969	REVIATION INDUSTRIES	05/17/2018	7,845.00
8814537	S-2289	SANDS, CINDY	05/17/2018	902.47
8814538	S-2291	SICHLEY, JAKE	05/17/2018	35.97
8814539	Z-CD-0015	SUNRUN, INC.	05/17/2018	220.94
8814540	Z-PS-0009	AVIS PROCESSING	05/24/2018	310.00
8814541	B-0434	BREW HA HA PRODUCTIONS, LLC	05/24/2018	4,000.00
8814542	C-1177	CANON FINANCIAL SERVICES, INC.	05/24/2018	279.86
8814543		VOID		0.00
8814544	C-0023	COX COMMUNICATION	05/24/2018	1,384.26
8814545	L-1381	LEE, JENNIFER	05/24/2018	150.00
8814546	M-1333	MITY-LITE, INC.	05/24/2018	197.61
8814547	M-1302	MOULTON NIGUEL WATER DISTRICT	05/24/2018	4,835.05
8814548	S-1904	SOUTHERN CALIFORNIA EDISON	05/24/2018	10,004.22
8814549	T-2682	THE LIFE TRENDS GROUP, TLTG, INC.	05/24/2018	420.00
8814550	Z-CS-0110	WATANABE, YUMI	05/24/2018	500.00
8814551	W-2337	WEST COAST ARBORISTS, INC.	05/24/2018	16,457.00
8814552	A-0138	ALL CITY MANAGEMENT, INC.	05/31/2018	8,635.20
8814553	A-0359	ANDERSON PENNA PARTNERS, INC.	05/31/2018	427.50
8814554	A-0365	AT&T - CALNET 3	05/31/2018	20.20
8814555	B-0304	BEE MAN, THE	05/31/2018	815.00
8814556	C-0412	C&D ELECTRIC, INC.	05/31/2018	308.10
8814557	C-1133	CALIFORNIA YELLOW CAB	05/31/2018	2,208.00
8814558	C-1177	CANON FINANCIAL SERVICES, INC.	05/31/2018	220.89
8814559	C-1179	CANON SOLUTIONS AMERICA	05/31/2018	433.18
8814560	C-0324	CITY OF MISSION VIEJO	05/31/2018	46,833.75
8814561	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	05/31/2018	2,249.00
8814562	C-1139	COMPLETE OFFICE OF CALIFORNIA	05/31/2018	615.75
8814563	C-1176	COMPUTER SERVICE CO.	05/31/2018	8,932.60
8814564	E-0593	EISENBERG, DALE	05/31/2018	976.50

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Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814565	E-0553	ELKINS, CHRISTINA	05/31/2018	364.00
8814566	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	05/31/2018	1,129.00
8814567	G-0843	GRIEGO-SANDS, CINDY	05/31/2018	61.91
8814568	H-0959	HABASH, JOHN	05/31/2018	105.00
8814569	H-0803	HARDY & HARPER INC.	05/31/2018	582,309.77
8814570	H-0805	HARRINGTON GEOTECH ENGINEERING	05/31/2018	3,230.00
8814571	H-0829	HARTZOG & CRABILL, INC.	05/31/2018	6,278.74
8814572	H-0804	HINDERLITER, DE LLAMAS & ASSOC., INC.	05/31/2018	4,867.79
8814573	H-0960	HR GREEN PACIFIC, INC.	05/31/2018	32,973.85
8814574	I-0981	ICF JONES & STOKES, INC.	05/31/2018	736.25
8814575	I-0965	INT'L COUNCIL OF SHOPPING CENTERS	05/31/2018	50.00
8814576	J-1057	JAMEY CLARK, INC.	05/31/2018	2,428.76
8814577	G-0709	JOE A. GONSALVES & SON	05/31/2018	2,900.00
8814578	K-1193	KOSMONT COMPANIES	05/31/2018	2,996.50
8814579	L-1373	LAWTECH PUBLISHING COMPANY LIMITED	05/31/2018	612.02
8814580	C-0448	LUCY, STEVEN	05/31/2018	500.00
8814581	M-1315	MARTIN & CHAPMAN CO.	05/31/2018	1,011.30
8814582	M-1565	MURRAY, LUCIE	05/31/2018	650.00
8814583	N-1471	NEOPOST INC.	05/31/2018	150.85
8814584	N-1474	NIEVES LANDSCAPE, INC.	05/31/2018	945.00
8814585	O-1525	OCCMA	05/31/2018	52.00
8814586	O-1546	OFFICE SOLUTIONS	05/31/2018	796.13
8814587		**Void**	05/31/2018	0.00
8814588	O-1500	ORANGE COUNTY REGISTER	05/31/2018	345.74
8814589	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	05/31/2018	1,164.00
8814590	P-1829	PEST OPTIONS, INC.	05/31/2018	225.00
8814591	P-1695	PRESENTA PLAQUE, INC.	05/31/2018	128.84
8814592	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	05/31/2018	53.88
8814593	Q-1715	QUESTYS SOLUTIONS	05/31/2018	400.00
8814594	R-1967	RUSSELL, RICHARD WYATT	05/31/2018	2,716.80
8814595	S-1902	SAN DIEGO GAS & ELECTRIC	05/31/2018	32,175.27
8814596	S-1911	SOUTHERN CAL ASSOC OF GOVTS	05/31/2018	3,402.00
8814597	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	05/31/2018	1,074.50
8814598	S-1904	SOUTHERN CALIFORNIA EDISON	05/31/2018	1,098.16
8814599	S-2250	SPARKLETT'S	05/31/2018	224.09
8814600	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	05/31/2018	96.00
8814601	S-2209	STUDIO TWO BLACK DIAMOND	05/31/2018	371.08
8814602	T-2681	TOTALFUNDS BY HASLER MAILROOM FINANCE, INC.	05/31/2018	1,000.00
8814603	W-2384	WAXIE SANITARY SUPPLY	05/31/2018	13,194.38
8814604	W-2337	WEST COAST ARBORISTS, INC.	05/31/2018	17,130.30
8814605	W-2441	WEST COAST MOVEMENT PROJECT, LLC	05/31/2018	105.00
8814606	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	05/31/2018	232.84
8814607	W-2439	WESTAMERICA COMMUNICATIONS, INC.	05/31/2018	8,435.00
8814608	W-2377	WILLDAN ENGINEERING	05/31/2018	7,500.00
8814609	R-1801	WOODRUFF, SPRADLIN & SMART	05/31/2018	85,792.56
DFT0000264	C-1007	LAW ENFORCEMENT ORANGE COUNTY-	05/10/2018	663,821.04

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	230	157	0.00	1,221,042.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	1	1	0.00	663,821.04
EFT's	0	0	0.00	0.00
	231	161	0.00	1,884,864.03

Attachment: Warrant Register - June 12, 2018 (1596 : Approval of Warrant Register for June 12, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Third Quarter Financial & Treasurer's Report for Fiscal Year 2017/2018

RECOMMENDATION: That the City Council receive and file the Third Quarter Financial and Treasurer's Report for Fiscal Year 2017/2018.

SUMMARY:

Attached to this report is the City of Laguna Hills Quarterly Financial Report for the Third Quarter of Fiscal Year 2017/18. The information presented in the Quarterly Financial Report provides the City Council and City management with the results of the City's financial operations for the 2017/2018 Fiscal Year through March 31, 2018, on a cash basis for all governmental funds. At this time, there are no material deviations or significant variances to report. The total fund balance at the end of the third quarter for all governmental funds totaled \$8,133,109. The Quarterly Financial Report also contains a condensed Treasurer's Investment Report as of March 31, 2018, on Page 6. The City's total portfolio of \$8,522,593 at the end of the third quarter for all fund types is invested in authorized securities. The City's investment policy approved by City Council Resolution is the prevailing guideline in managing investments.

ATTACHMENTS:

- Quarterly Financial Report for Third Quarter of Fiscal Year 2017-18



City of Laguna Hills Quarterly Financial Report Third Quarter of Fiscal Year 2017/18

The following unaudited financial report summarizes the City's overall financial activity for the current fiscal year through March 31, 2018. Financial performance for this report is provided for the General Fund, Capital Improvement Program, Debt Service, and other City governmental funds, and is intended to provide the City Council and the public with a summary overview of the City's general fiscal condition through March 31, 2018. Financial formation is presented on a cash basis, which means revenues are recognized at the time revenues are received and expenditures are recognized at the time of payment.

A summary of the City's funding sources and uses for the nine months ended March 31, 2018, is presented in the table below.

**Summary of Funding Sources & Uses
For the 9 months ended March 31, 2018**

	YTD Actual (million)	Budget (million)	YTD % of Budget
<i>Funding Sources</i>	\$ 14.0	\$ 30.1	47%
<i>Funding Uses</i>	17.0	24.8	68%
<i>Net Change</i>	(\$3.0)	\$5.3	

The Comparative Statement of Operations for Governmental Funds, on page 3, shows the detail of the year-to-date actual financial activity in relation to the Amended Budget. Year-to-date financial activity for all governmental funds through March 31, 2018, reports expenditures exceeding revenues by approximately \$3.0 million for the nine month period, which is typical with the historical financial performance of the governmental funds for the same nine month period in previous fiscal years. As of March 31, 2018, the City received roughly \$14 million in total funding sources and spent roughly \$17 million in total funding uses, consistent with the third quarter performance in the prior fiscal year 2017/18. This shortfall of revenues over expenditures for the first nine months of the fiscal year is due to the cash flow fluctuations of revenues and expenditures. Hence, interpreting the information presented herein requires consideration of the cash flow fluctuations of revenues and expenditures.

With 75% of the fiscal year complete, total funding sources for all governmental funds was 47% of budget and funding uses was at 68% of budget. Financial data is reported on a cash basis, meaning expenditures are reported when payments are made and revenues are reported when payment is received. There are a number of revenue and expenditures items that would show significant deviation if a straight-line comparison was applied. In this approach, one would expect line items to approximate 75% of budget by the end of the third quarter. However, the timing of many revenue and expenditure transactions do not occur at uniform times or at equal intervals over the course of the fiscal year. Consequently, although the third quarter represents 75% of the fiscal year, not all line items will be at 75% of the budget. Thus, the YTD as a percentage of budget shown in this report does not necessarily indicate material deviations or budget variances. With this perspective in mind, given anticipated payment schedules and past trends, there are no significant budget variances to report at this time.

Funding Sources

The City's total funding sources comprise of general fund revenues, special fund revenues, and other financing sources. At the end of the third quarter, total funding sources were approximately \$14.0 million, or 47% of budget.

GENERAL FUND REVENUES

General Fund Revenues are utilized primarily to finance the City's general governmental activities. At quarter end, general fund revenues totaled \$12,859,016, or 60% of budget. Receipts of Property Taxes came in at \$6,587,878, or 62% of budget. Intergovernmental Revenues, which includes sales tax revenue, were \$3,506,634, or 59% of budget. The recording of these revenue sources comply with GASB 34, which addresses the timing of recognition of non-exchange transactions, e.g. taxes and fines. Revenues from non-exchange transactions, such as property and sales tax, received in the first two months of this fiscal year were accrued in the prior fiscal year. Franchise fees from utility companies and transient occupancy tax comprise Franchise Taxes, which came in at \$1,233,027, or 45% of budget. The receipts lag at least a quarter and no accrual was made at quarter end. Revenues from Licenses & Permits, \$653,794, and Charges for Services, \$719,998, are dependent upon development activities and came in at 62% and 66% of budget, respectively. Fines and Forfeitures, which include parking and vehicle fines, ended the quarter at 64% of budget, at \$157,686.

SPECIAL REVENUES AND GRANTS

Many of the Special Revenue funding sources are tied in with the City's Capital Improvement Plan. The receipts of funding sources for certain capital projects typically lag behind the spending on the projects, as the claims are applied for during construction or after project-completion. At the end of the third quarter, special revenues receipts totaled \$1,108,339, or 13% of budget.

OTHER FUNDING SOURCES

In accordance with GAAP, not all increases in governmental fund financial resources can be classified as revenue. Certain increases instead are reported as other financing sources, such as sales of general capital assets, proceeds of general long-term debt, and financial inflows from other funds.

Funding Uses

The City's total funding uses consist of the City's Operating Expenditures, outlay for Capital Improvement projects, debt charges and expenditures for grant related programs. At the end of the third quarter, total funding uses were approximately \$17.0 million, which was 68% of budget.

OPERATING EXPENDITURES

At the end of the third quarter, operating expenditures totaled roughly \$14.4 million, which represents 70% of the total operating budget. While total operating expenditures came in below 75% of budget, the spending level for Non-Departmental came in higher, at 78% of its budget, due to annual insurance premiums paid in full at the onset of the fiscal year, as well as annual IT related annual service contracts.

CAPITAL IMPROVEMENT PLAN (CIP)

CIP expenditures totaled \$603,016, or 26% of budget, at the end of the third quarter. All budget capital improvement projects automatically re-appropriate each fiscal year until the project is

complete. The FY 17/18 CIP Budget was amended to include a carry-over appropriation of \$38,800 from the prior fiscal year for CIP#168 Traffic Sign Improvement Coordination and \$304,553 for CIP#101 Annual Street Maintenance. The budget was also amended by Resolution No. 2017-06-13 to account for the partial funding with the new Gas Tax RMRA revenue source.

The following table lists the YTD expenditures for capital projects by type as of March 31, 2018.

Capital Improvement Program	
For the 9 Months Ended, March 31, 2018	
Streets, Signals & Lighting	\$454,786
Flood Control & Water Quality	129,944
Parks	18,286
Total\$	\$603,016

CITY OF LAGUNA HILLS
COMPARATIVE STATEMENT OF OPERATION - GOVERNMENTAL FUNDS
FOR THE 9 MONTHS ENDED, MARCH 31, 2018

	FY 2017/18			FY 2016/17		
	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET
FUNDING SOURCES						
General Fund Revenues						
Property Taxes	\$ 6,587,878	\$ 10,595,386	62%	\$ 5,954,393	\$ 9,973,907	59%
Intergovernmental Revenues	3,506,634	5,900,250	59%	3,511,991	6,201,744	56%
Franchise Taxes	1,233,027	2,713,239	45%	1,168,137	2,657,170	44%
Licenses and Permits	653,794	1,050,000	62%	679,295	725,000	93%
Charges for Current Services	719,998	1,091,842	66%	632,859	1,163,640	54%
Fines & Forfeitures	157,686	246,000	64%	163,213	260,000	63%
Total General Fund Revenues	12,859,016	21,596,717	60%	12,109,888	20,981,461	58%
Special Revenue Funds						
Gas Tax (HUTA & RMRA)	501,375	920,868	54%	387,525	753,305	51%
Measure M2 Fair Share	386,509	570,658	68%	509,285	622,250	82%
Measure M - Competitive	45,250	-	-	-	545,000	-
AB 2766 Fund	19,535	40,000	49%	19,040	-	-
CDBG	-	-	-	43,056	70,000	-
CARITS	-	-	-	157,000	-	-
Developer Traffic Impact Fees	-	830,567	0%	97,850	-	-
Quimby Act Fees	-	5,832,228	0%	-	-	-
CR&R Recycling Fees	-	2,000	0%	2,000	14,454	-
C&D Forfeited Deposits	2,000	40,000	5%	38,559	65,846	-
Senior Mobility Program	24,100	33,984	71%	23,565	110,328	-
Public Art Fund	-	127,420	0%	304,990	-	-
Grants and Contributions	-	-	-	157,000	1,339,150	-
Law Enforcement Grants	129,571	100,000	130%	115,731	100,000	116%
Total Special Revenue Funding	1,108,339	8,497,725	13%	1,855,601	3,620,333	51%
Other Funding Sources						
Interest Income	70,482	-	-	43,963	-	-
Distribution from Enterprise Fund	-	50,000	0%	-	-	-
Total Other Funding Sources	70,482	50,000	-	43,963	-	-
TOTAL FUNDING SOURCES	\$ 14,037,837	\$ 30,144,442	47%	\$ 14,009,451	\$ 24,601,794	57%
FUNDING USES						
Operating Expenditures						
General Government	\$ 1,825,984	2,832,799	64%	\$ 1,868,747	2,754,308	68%
Non-Departmental	956,075	1,232,010	78%	696,407	863,664	80%
Community Development	914,134	1,446,568	63%	942,692	1,450,827	65%
Public Services	2,951,277	4,384,685	67%	2,885,992	4,479,727	64%
Community Services	1,435,095	2,130,520	67%	1,412,824	2,051,365	69%
Police Services	6,304,385	8,393,820	75%	6,012,073	8,032,544	75%
Total Operating Expenditures	14,386,950	20,420,402	70%	13,818,735	19,632,435	70%
Capital Improvement Program	603,016	2,333,298	26%	1,022,373	4,716,792	22%
Other Funding Uses						
Debt Charges	1,787,428	1,785,387	100%	1,801,428	1,799,387	100%
Use of Reserves	96,171	80,178	120%	30,831	50,000	62%
Special Revenue Fund Expenditures						
CDBG Fund Expenditures	-	-	-	43,056	70,000	-
Senior Mobility Program	20,192	43,500	46%	21,178	110,328	-
Beverage Recycling	-	34,707	0%	-	8,300	-
CR&R Recycling Fund	1,033	2,000	52%	2,000	2,000	100%
Forfeited C&D Deposits	50,082	97,000	52%	39,895	70,000	57%
Grants & Contributions	-	-	-	157,000	-	-
Law Enforcement Fund Expenditures	578	-	-	-	-	-
Total Other Funding Uses	1,955,483	2,042,772	96%	2,095,387	2,110,015	99%
TOTAL FUNDING USES	\$ 16,945,449	\$ 24,796,472	68%	\$ 16,936,495	\$ 26,459,242	64%
NET CHANGE IN FUND BALANCE	\$ (2,907,612)	\$ 5,347,970		\$ (2,927,044)	\$ (1,857,448)	

Attachment: Quarterly Financial Report for Third Quarter of Fiscal Year 2017-18 (1574 : Third Quarter Financial & Treasurer's Report FY 2017-

CITY OF LAGUNA HILLS
ABRIDGED BALANCE SHEET - GOVERNMENTAL FUNDS (UNAUDITED)
MARCH 31, 2018

ASSETS

Cash and investments	\$ 8,253,262
Receivables:	
Accounts	78,875
Interest	26,033
Due from other governments	43,483
Prepaid items	67,350
Total assets	\$ 8,469,004

LIABILITIES AND FUND BALANCES

Liabilities:

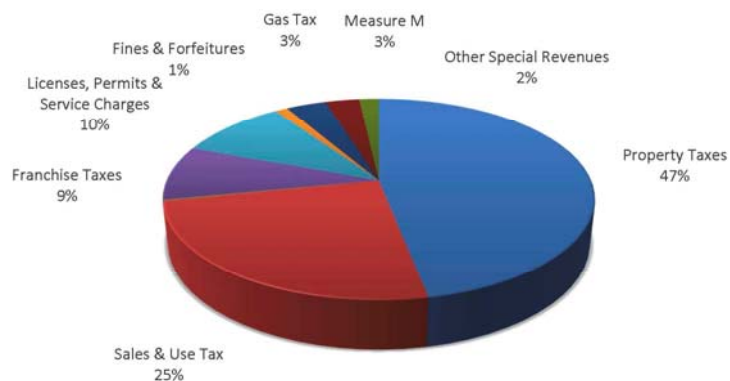
Accounts payable	\$ 106,522
Refundable deposits to contractors	146,425
Deferred revenue	75,761
Trust accounts	7,186
Total liabilities	335,894

Fund balances:	
	8,133,109

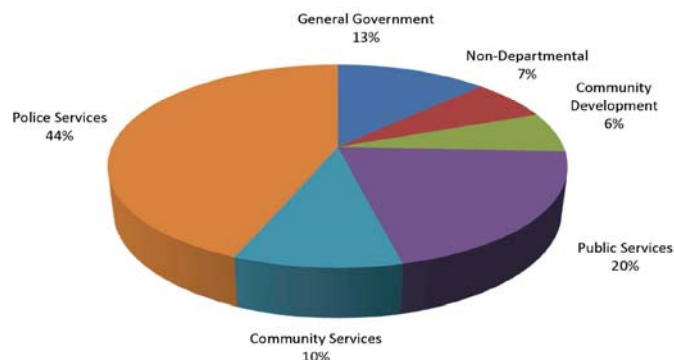
Total liabilities and fund balances **\$ 8,469,004**

REVENUES -

**General Fund &
Special Revenue Funds
FY 2017/18,
As of 03/31/18**



**OPERATING
EXPENDITURES
FY 2017/18,
As of 03/31/18**



Below is a snapshot of the City's fund balance as of March 31, 2018. At the end of the third quarter of the current fiscal year, the City's total fund balance for its governmental funds stood at \$8,133,109. Additionally, an abridged balance sheet, which summarizes the City's assets and liabilities, is included on page 4 and reconciles the fund balance at quarter end. City-managed short-term idle funds, as well as debt service funds, are invested in approved securities.

CITY OF LAGUNA HILLS

GOVERNMENTAL FUNDS

STATEMENT OF WORKING FUNDS (UNAUDITED)

AS OF MARCH 31, 2018

Fund Balance

General Fund	\$ 6,831,683
Gas Tax	304,553
AB 2766 Fund	136,950
CARITS	1,251,468
Water Conservation	328,004
Senior Mobility Program	66,830
Beverage Recycling	34,951
C&D Forfeited Deposits	104,995
Public Art Fund	78,155
Law Enforcement Special Revenue Funds	578
Grants & Contributions	83,611
Debt Service	1,818,945
Total Beginning Fund Balance, as of July 1, 2017	11,040,721

Net Change in Fund Balance, as of March 31, 2018	(2,907,612)
--	-------------

Total Fund Balance, as of March 31, 2018	\$ 8,133,109
---	---------------------

Disposition of Working Funds

Total Cash and Demand Deposits	\$ 558,727
Total Investments	7,694,535
Total Cash and Investments	8,253,262
Receivables Net of Liabilities	(120,153)

Total Fund Balance, as of March 31, 2018	\$ 8,133,109
---	---------------------

The Quarter End Financial Management Report for the Third Quarter of Fiscal Year 2017-18 is hereby submitted. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. To the best of our knowledge and belief, the above information is reported in a manner that presents fairly the financial position and results of operation of the Governmental Funds of the City of Laguna Hills as of March 31, 2018.

TREASURER'S INVESTMENT REPORT - ALL FUNDS (CONDENSED)
FOR THE 3RD QUARTER ENDED MARCH 31, 2018

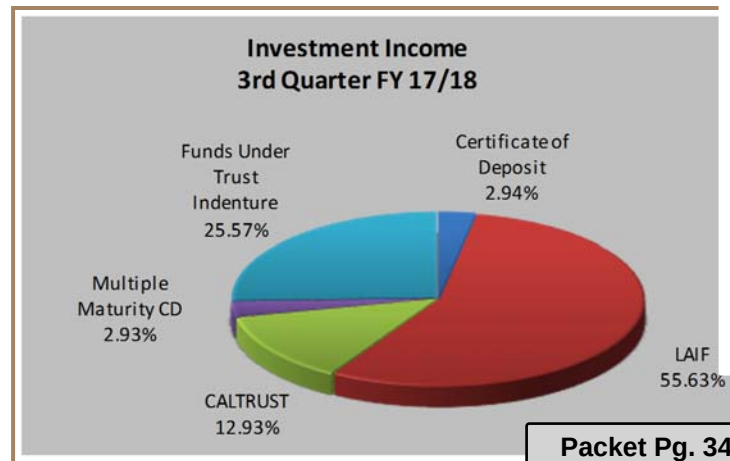
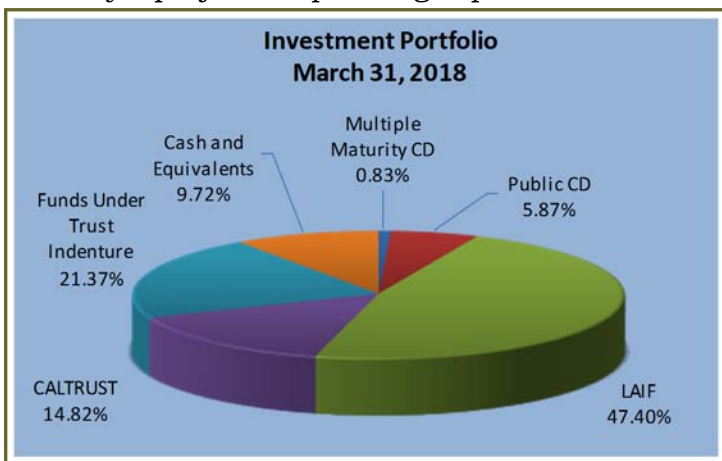
Cash and Investments by Type	Beginning Book Value	Deposits	Withdrawals	Ending Book Value	3rd Qtr Interest Income
Cash on Hand	\$ 2,000	\$ -	\$ -	\$ 2,000	\$ -
Demand Deposits	448,721	6,959,085	6,947,956	459,849	-
Certificates of Deposits	500,000	-	-	500,000	873
Multiple Maturity Certificates of Deposits	70,502	-	-	70,502	869
State Treasurer's Investment Fund/LAIF	5,032,047	7,553	1,000,000	4,039,600	16,500
Investment Trust of CA/CalTRUST	1,259,627	3,835	-	1,263,462	3,835
Funds Under Trust Indenture	1,818,536	1,593,952	1,591,517	1,820,971	7,583
Demand Deposits with Fiscal Agent	319,880	404,066	357,737	366,209	11
TOTAL	\$ 9,451,313	\$ 8,968,490	\$ 9,897,211	\$ 8,522,593	\$ 29,671

The City's investment policy approved by Council resolution is the prevailing guideline in managing investments. Short-term excess cash is currently invested primarily in the Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST). Funds held under trust indenture by The Bank of New York Mellon Trust Company, N.A, is a Reserve Fund established to secure the timely payment of principal and interest represented by the 2010 Refinancing Project bond issues.

The following is the summary of the cash and investments for the 3rd quarter ended March 31, 2018, compared with the same period of the previous fiscal year:

	March 31, 2018	March 31, 2017
Cash on hand	\$ 2,000	\$ 2,000
Pooled Deposits:		
Demand Deposits	826,058	1,072,558
Certificates of Deposits	570,502	570,502
Total Pooled Deposits	1,396,561	1,643,061
Pooled Investments:		
Local Agency Investment Fund	4,039,600	5,444,362
Investment Trust of California	1,263,462	1,000,643
Restricted Cash and Investments:		
Local Agency Investment Fund	1,820,163	1,802,149
Demand Deposits	808	9,182
Total Cash and Investments	\$ 8,522,593	\$ 9,901,397

We believe the City's portfolio provides sufficient cash flow liquidity to meet the next six months of the City's projected operating expenditures.





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Approval of Fiscal Year 2018-19 Law Enforcement Services Agreement with the County of Orange

RECOMMENDATION: That the City Council approve the Fiscal Year 2018/19 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

SUMMARY:

The Fiscal Year 2018/19 Law Enforcement Agreement with the County of Orange will provide the City with a police services complement of 31.22 full-time equivalent employees, including shared staffing with the cities of Laguna Woods and Aliso Viejo. This staffing level is the same as last year. The total cost of the agreement is \$8,044,036, representing a 0.73% increase over the current fiscal year. The increase would have been higher, but adjustments to vacancy credits and overtime expenses allowed staff to minimize the increase to \$58,219. The Fiscal Year final cost detail is attached to this report. Staff recommends that the City Council approve the Agreement.

Staff continues to work with the other twelve contract cities in the County and with the Orange County Sheriff's Department to achieve cost efficiencies under a new contract model. This is a multi-year work effort.

2018-19 Law Enforcement Contract

June 12, 2018

Page 2

FISCAL IMPACT:

The Fiscal Year 2018/19 Law Enforcement Services Agreement cost of \$8,044,036 is within the City Council adopted budget.

ATTACHMENTS:

- Fiscal Year 2018-19 Final Cost Detail
- 2018-19 Law Enforcement Services Agreement

CITY OF LAGUNA HILLS

Change: Increase Vacancy Credit by \$274,176 (totaling \$401,003)
Decrease Overtime budget by \$100,000 (approx 1,186 hours)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)

FISCAL YEAR 2018-19

FINAL

(May 17, 2018)

			SALARIES & EMPLOYEE BENEFITS				INDIRECT COSTS								TOTAL
NO	DIRECT PURCHASE POSITIONS		SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	
1	Lieutenant		171,575	0	165,682	0	5,899	0	7,625	21,087	3,497	3,757	0	0	379,122
1	Administrative Sergeant		132,787	0	137,293	12,399	5,899	0	7,625	23,895	3,497	3,180	0	0	326,575
1,33	Patrol Sergeant		176,607	0	182,600	16,491	7,846	0	10,141	31,780	4,651	4,229	0	0	434,345
2	Investigator		233,626	0	244,216	19,668	11,798	0	15,250	103,808	6,994	5,548	0	0	640,908
14	DS II Patrol		1,498,518	0	1,563,394	92,890	82,586	0	106,750	334,530	48,958	34,846	0	0	3,762,472
2	DS II Motorcycle		220,074	0	228,066	13,270	11,798	0	15,250	47,790	6,994	5,110	0	0	548,352
1	DS II - School Resource Officer		107,037	0	111,671	6,635	5,899	0	7,625	23,895	3,497	2,489	0	0	268,748
22.33	Subtotal Safety		\$2,540,224	\$0	\$2,632,922	\$161,353	\$131,725	\$0	\$170,266	\$586,785	\$78,088	\$59,159	\$0	\$0	\$6,360,522
2	Community Services Officer		104,956	0	65,736	0	11,798	0	15,250	47,790	0	2,298	0	0	247,828
1	Crime Prevention Specialist		53,789	0	31,609	0	5,899	0	7,625	1,827	0	1,178	0	0	101,927
3	Subtotal Professional		\$158,745	\$0	\$97,345	\$0	\$17,697	\$0	\$22,875	\$49,617	\$0	\$3,476	\$0	\$0	\$349,755
25.33	TOTAL STAFF		\$2,698,969	\$0	\$2,730,267	\$161,353	\$149,422	\$0	\$193,141	\$636,402	\$78,088	\$62,635	\$0	\$0	\$6,710,277
REGIONAL / SHARED STAFF															
0.6	Traffic - Sergeant	8.24%	7,104	2,281	7,022	613	292	416	377	640	173	219	0	0	19,137
4	Traffic - Deputy Sheriff II	8.24%	37,372	4,274	37,338	2,186	1,944	645	2,513	4,264	1,152	960	0	0	92,648
2	Traffic - Investigative Assistant	8.24%	9,928	6	6,828	0	972	0	1,256	1,652	0	218	0	0	20,860
1	Traffic - Office Specialist	8.24%	4,080	23	2,280	0	486	0	628	826	0	90	0	0	8,413
0.3	Auto Theft - Sergeant	6.92%	2,984	958	2,949	257	140	175	158	269	73	92	0	0	8,055
2	Auto Theft - Investigator	6.92%	16,563	673	16,619	1,361	935	3,092	1,055	1,794	484	407	0	0	42,983
1	Auto Theft - Investigative Assistant	6.92%	4,261	98	2,896	0	468	0	528	695	0	96	0	0	9,042
1	Auto Theft - Office Specialist	6.92%	3,401	46	1,904	0	468	0	528	695	0	76	0	0	7,118
1	DET Sergeant	7.40%	10,249	8,607	10,859	918	437	0	564	2,972	259	433	0	0	35,298
1	DET Investigator	7.40%	9,014	7,399	9,398	728	437	0	564	2,972	259	375	0	0	31,146
1	Subpoena - Office Specialist	6.32%	3,152	0	1,748	0	373	0	482	115	0	69	0	0	5,939
2	Courts - Investigative Assistant	9.32%	11,281	346	7,801	0	1,099	129	1,421	341	0	255	0	0	22,673
1	Motorcycle Sergeant + MDC	6.45%	8,760	1,005	8,862	800	381	935	493	835	226	231	0	0	22,528
17.90	Subtotal		\$128,149	\$25,716	\$116,504	\$6,863	\$8,432	\$5,392	\$10,567	\$18,070	\$2,626	\$3,521	\$0	\$0	\$326,840

Attachment: Fiscal Year 2018-19 Final Cost Detail (1577 : 2018-19 Law Enforcement Contract)

CITY OF LAGUNA HILLS

Change: Increase Vacancy Credit by \$274,176 (totaling \$401,003)
Decrease Overtime budget by \$100,000 (approx 1,186 hours)

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)

FISCAL YEAR 2018-19

FINAL

(May 17, 2018)

		SALARIES & EMPLOYEE BENEFITS				INDIRECT COSTS								TOTAL
NO	ADDITIONAL COSTS/REVENUE	SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	
	Overtime		547,850	38,653							11,998			598,501
	Estimate: Vacancy Credit (FY 2018-19)											(401,003)		(401,003)
	Annual Leave (Pay Downs & Termination Pay)											82,253		82,253
	Bilingual Pay											19,914		19,914
	BSCC Local Assistance Funding													0
	Contract Administration											27,068		27,068
	Data Line					5,041								5,041
	Direct S & S					29,864								29,864
8	E-Citation											8,563		8,563
	Enhanced Helicopter Response Services						19,617							19,617
	Facility Lease					37,481								37,481
	Holiday Pay: Comp & Straight Time											91,340		91,340
	Integrated Law & Justice Agency of Orange County											2,555		2,555
	MDC - Acquisition													0
18.33	MDC - Recurring Cost											64,553		64,553
	On-Call Pay											15,335		15,335
	Patrol Video System (PVS) - Acquisition													0
11.33	Patrol Video System (PVS) - Recurring Costs											27,163		27,163
	Patrol Training Cost Allocation (FTB)									157,356				157,356
	Retirement Rate Discount, FY 2018-19 (Gross)			(70,829)										(70,829)
	Retirement Rate Discount (Expenses for Interest and Issuance)			19,422										19,422
	Revenue/False Alarms												(11,390)	(11,390)
	Revenue/Training Reimbursement												(114)	(114)
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.						285,229							285,229
	Subtotal	\$0	\$547,850	(\$12,754)	\$0	\$72,386	\$304,846	\$0	\$0	\$157,356	\$11,998	(\$62,259)	(\$11,504)	\$1,007,919
	FY 2018-19 - FINAL TOTAL	\$2,827,118	\$573,566	\$2,834,017	\$168,216	\$230,240	\$310,238	\$203,708	\$664,472	\$238,070	\$78,164	(\$62,259)	(\$11,504)	\$8,044,036
	FY 2017-18 - FINAL CONTRACT TOTAL	\$2,738,252	\$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
		3.25%	-10.10%	6.76%	1.30%	-2.32%	11.34%	27.69%	-2.18%	28.44%	-1.51%	131.13%	-38.28%	0.73%
		\$88,866	(\$64,420)	\$179,491	\$2,156	(\$5,461)	\$31,589	\$44,172	(\$14,578)	\$52,718	(\$1,190)	(\$202,254)	\$7,135	\$58,210

Attachment: Fiscal Year 2018-19 Final Cost Detail (1577 : 2018-19 Law Enforcement Contract)

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAGUNA HILLS**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS AGREEMENT** is entered into this Seventeenth day of May 2018,
8 which date is enumerated for purposes of reference only, by and between the CITY
9 OF LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF
10 ORANGE, a political subdivision of the State of California, hereinafter referred to as
11 "COUNTY".

12 **WITNESSETH:**

13 **WHEREAS**, CITY wishes to contract with COUNTY for law enforcement
14 services; and

15 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
16 authorized in Government Code Sections 51301 and 55632, on the terms and
17 conditions hereinafter set forth,

18 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

19 //

20 //

21 //

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23 //

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Attachment C:	Payment
Attachment D:	County Billing Policy
Attachment E:	Forfeited and Seized Asset Policy
Attachment F:	TVAP Resolution
Attachment G:	TVAP Form
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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2018 and terminate
3 June 30, 2019 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, 2019 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2019 and June 30, 2020, 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, 2019 and
17 August 31, 2019 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, 2018 through June 30, 2019. 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, 2018 through June 30, 2019, 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 unit
7 representing the peace officers providing the services. Such supplemental
8 services shall include only law enforcement duties and shall not include
9 services authorized to be provided by a private patrol operator, as defined in
10 Section 7582.1 of the Business and Professions Code. Law enforcement
11 support functions, including, but not limited to, clerical functions and forensic
12 science services, may be performed by non-peace officer personnel if the
13 services do not involve patrol or keeping the peace and are incidental to the
14 provision of law enforcement services. CITY shall reimburse COUNTY its
15 full, actual costs of providing such supplemental services at an amount
16 computed by SHERIFF, based on the current year's COUNTY law
17 enforcement cost study. The cost of these supplemental services shall be in
18 addition to the Maximum Obligation of CITY set forth in Subsection G-2 of
19 this Agreement. SHERIFF shall bill CITY immediately after each such
20 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, 2018 through June 30, 2019.

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, 2018 through June 30, 2019, shall be \$8,044,036 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, 2018
10 through June 30, 2019, 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, 2018 and June 30, 2019.

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 2018-19 cost set forth in Attachment C nor in the Fiscal Year
22 2018-19 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

G. PAYMENT: (Continued)

after July 1, 2018, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2018 and June 30, 2019 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2018 through June 30, 2019, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2018 and June 30, 2019 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

- 4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2018 through June 30, 2019 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to

G. PAYMENT: (Continued)

this Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.
6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.
8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

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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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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, 2018 through June 30, 2019.

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, 2018 through June 30, 2019.

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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1 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT
 2 in the County of Orange, State of California.

3 DATED: _____

4 CITY OF LAGUNA HILLS

5 ATTEST: _____
 6 City Clerk

7 BY: _____
 8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____
 11 City Attorney

12 DATED: _____

13 COUNTY OF ORANGE

14 BY: _____
 15 Chairman of the Board of Supervisors
 16 County of Orange, California

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

21 _____
 22 Robin Stieler
 23 Clerk of the Board
 24 County of Orange, California

25 APPROVED AS TO FORM:
 26 Office of the County Counsel
 27 County of Orange, California

28 BY: *M. Weir*
 Deputy

DATED: 5/24/18

**ORANGE COUNTY SHERIFF-CORONER
FY 2018-19 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	8.24%
Deputy Sheriff II	Traffic	4.00	8.24%
Investigative Assistant	Traffic	2.00	8.24%
Office Specialist	Traffic	1.00	8.24%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	6.92%
Investigator	Auto Theft	2.00	6.92%
Investigative Assistant	Auto Theft	1.00	6.92%
Office Specialist	Auto Theft	1.00	6.92%
DET:			
Sergeant	DET	1.00	7.40%
Investigator	DET	1.00	7.40%
SUBPOENA:			
Office Specialist	Subpoena	1.00	6.32%
COURTS:			
Investigative Assistant	Courts	2.00	9.32%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	6.45%
TOTAL		17.90	

Attachment: 2018-19 Law Enforcement Services Agreement (1577 : 2018-19 Law Enforcement Contract)

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

Attachment: 2018-19 Law Enforcement Services Agreement (1577 : 2018-19 Law Enforcement Contract)

**ORANGE COUNTY SHERIFF-CORONER
FY 2018-19 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	\$ 379,122	\$ 379,122
SUPERVISION:				
Sergeant	Patrol	1.00	\$ 326,575	\$ 326,575
Sergeant	Patrol	0.33	\$ 326,575	\$ 107,770
Sergeant	Administrative	1.00	\$ 326,575	\$ 326,575
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 320,454	\$ 640,908
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	14.00	\$ 268,748	\$ 3,762,472
Deputy Sheriff II -Motor	Traffic	2.00	\$ 274,176	\$ 548,352
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 101,927	\$ 101,927
Community Services Officer	Parking Control	2.00	\$ 123,914	\$ 247,828
Deputy Sheriff II	School Resource Officer	1.00	\$ 268,748	\$ 268,748
TOTAL POSITIONS		25.33		\$ 6,710,277

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.24%	\$ 19,137
Deputy Sheriff II	Traffic	4.00	8.24%	\$ 92,648
Investigative Assistant	Traffic	2.00	8.24%	\$ 20,860
Office Specialist	Traffic	1.00	8.24%	\$ 8,413
AUTO THEFT:				
Sergeant	Auto Theft	0.30	6.92%	\$ 8,055
Investigator	Auto Theft	2.00	6.92%	\$ 42,983
Investigative Assistant	Auto Theft	1.00	6.92%	\$ 9,042
Office Specialist	Auto Theft	1.00	6.92%	\$ 7,118
DET:				
Sergeant	DET	1.00	7.40%	\$ 35,298
Investigator	DET	1.00	7.40%	\$ 31,146
SUBPOENA:				
Office Specialist	Subpoena	1.00	6.32%	\$ 5,939
COURTS:				
Investigative Assistant	Courts	2.00	9.32%	\$ 22,673
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	6.45%	\$ 22,528
TOTAL REGIONAL/SHARED		17.90		\$ 325,840

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 third (18.33) units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven and a third (11.33) 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 2018-19.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,007,919
TOTAL COST OF SERVICES (Subsection G-2)	\$ 8,044,036

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 13'h 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

Attachment: 2018-19 Law Enforcement Services Agreement (1577 : 2018-19 Law Enforcement Contract)

**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 _____			
APPROVALS		ORANGE COUNTY SHERIFF-CORONER DEPARTMENT	
Recommended For Approval CITY POLICE SERVICES CHIEF		MANAGER – TVA PROGRAM	

OCSD
BUDGET
USE ONLY



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Mayor and Council Members

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

ISSUE: Progress Payment No. 2, Final, for Citywide Pavement Rehabilitation Project, CIP No. 101-J

RECOMMENDATION: That the City Council Approve Contract Change Order No. 1 and Progress Payment No. 2, Final, in the Net Amount of \$582,309.77, to Hardy & Harper, Inc., for the Citywide Pavement Rehabilitation Project, CIP No. 101-J, and Authorize the Filing of the Notice of Completion and Subsequent Release of Retention in 35 Days if No Liens are Filed.

SUMMARY:

Work on the Citywide Pavement Rehabilitation Project, CIP No. 101-J, began on February 12, 2018, and has been completed by Hardy & Harper, Inc. Work performed during this invoice period included clearing and grubbing, slurry sealing, striping, and painting of pavement legends and markers. A Change Order has also been prepared to address minor extra work. It is proposed to approve Contract Change Order No. 1 and the second and final progress payment, and record a Notice of Completion to allow for the release of retention in 35 days if no liens are filed.

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

Progress Payment No. 2, Final, for Citywide Pavement Rehabilitation Project, CIP No. 101-J

June 12, 2018

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performance of the work. The contractor for this project, Hardy & Harper, Inc., has submitted the second and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Clearing and Grubbing	0.25	LS	\$147,000.00	\$36,750.00
2	Water Quality Management	0.25	LS	\$8,000.00	\$2,000.00
10	Construct Type 1 REAS Slurry	1,374,066	SF	\$0.40	\$549,626.40
11	Striping including Pavement Markers and Legends	0.50	LS	\$40,522.50	\$20,261.25
CCO1	Change Order No. 1	1	LS	\$4,320.00	\$4,320.00

TOTAL TO DATE	\$1,042,157.84	
LESS PRIOR BILLING	\$429,200.19	
TOTAL THIS PERIOD	\$612,957.65	\$612,957.65
LESS 5% RETENTION		\$(30,647.88)
DUE		\$582,309.77

CONTRACT CHANGE ORDER NO. 1

Contract Change Order No. 1, attached, has been prepared to address field conditions and minor work to repair and seal all curbs on Shenandoah Drive. Approval of the Change Order is recommended.

FISCAL IMPACT:

The progress payment is within the 2017/2018 Fiscal Year Capital Improvement Program Budget for the Citywide Pavement Rehabilitation Project, CIP No. 101-J.

ATTACHMENTS:

- Notice of Completion Citywide Pavement Rehabilitation Project CIP No. 101-J

Progress Payment No. 2, Final, for Citywide Pavement Rehabilitation Project, CIP No. 101-J

June 12, 2018

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- CCO1 Citywide Pavement Rehabilitation Project CIP No. 101-J

Recording Requested by and
When Recorded Mail to:

Melissa Au-Yeung, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on June 12, 2018.

Description of Improvements

Citywide Pavement Rehabilitation Project, CIP No. 101-J, including unclassified excavation, asphalt concrete pavement repairs, concrete repairs, cold planing, crack sealing, REAS slurry sealing Type I & Type II, asphalt concrete overlay (with and without fabric), access ramps, and related work.

General Location

The general location and limits of the work is citywide.

Owner of Property Address

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Contractor

Hardy & Harper, Inc.
1312 E. Warner Avenue
Santa Ana, CA 92705

This Notice of Completion is executed under authority of a directive from the City Council of the City of Laguna Hills.

I, Kenneth H. Rosenfield, P.E., declare under penalty of perjury that I am the City Engineer of the City of Laguna Hills, that I am familiar with the facts stated in the foregoing Notice of Completion executed for and on its behalf, and that I have read the foregoing Notice of Completion and know the contents thereof to be true.

Dated: June 12, 2018

Kenneth H. Rosenfield, P.E., Assistant City Manager/
Director of Public Works/City Engineer
City of Laguna Hills

CITY OF LAGUNA HILLS CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO. 1

SHEET 1 OF 2 SHEETS

PROJECT: Citywide Pavement Rehabilitation Project, CIP No. 101-J

CONTRACTOR: Hardy & Harper, Inc.

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment is actually used and no allowance will be made for idle time.

Change requested by City Engineer

1. Repair and seal all curb and gutter along Shenandoah Drive as directed:

Agreed Price \$4,320.00

Increase \$ 4,320.00 Decrease \$

By reason of this order the time of completion will be adjusted as follows: Add zero Working Days

Continued on page 2

CONTRACT CHANGE ORDER NO. 1

SHEET 2 OF 2 SHEETS

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other, work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

SUMMARY OF CONTRACT TIME

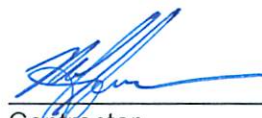
Original Contract Date:	January 29, 2018 - First Working Day
Original Contract Time:	60 Working Days
Original Completion Date:	April 23, 2018
Time Extension this C.O.:	0
Total Contract Time Extension:	25 Non-Working Days due to weather
Revised Contract Time:	85 Working Days
Revised Final Completion Due Date:	May 22, 2018
Time Subject to Liquidated Damages:	0
Actual Final Completion Date:	

Original Contract Price	\$1,043,000
Prev. Authorized Changes	\$0
This Change (Add)	\$ 4,320
Amended Contract Price	\$1,047,320

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.

Approved by:

Accepted by: Hardy & Harper, Inc.

Director of Public Services_____
Date_____
Contractor_____
Date


5-11-18



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

RECOMMENDATION: That the City Council approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited to the Seven-Year Capital Improvement Program and adopt the Pavement Management Plan.

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 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, and adopt the updated Pavement Management Plan (as required by OCTA).

BACKGROUND:

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

Measure M (M2) Compliance Reporting

June 12, 2018

Page 2

remain eligible for these funds. The Measure M2 package for the 2018/2019 fiscal year requires the following:

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

A part of our compliance submittal to OCTA is an update to the citywide Pavement Management Plan (PMP). The PMP evaluates the physical conditions of the streets and then projects the financial need to maintain or otherwise improve the condition rating of the streets. On April 28, 2017, Senate Bill 1, the Road Repair and Accountability Act of 2017 (SB-1), was signed into law providing much needed additional fuel tax funding for street maintenance. Subsequently, the City increased the biennial funding for pavement maintenance projects from \$1.2 million to \$2.4 million in the 2019/2020 fiscal year, and to \$2.5 million in the following biennial periods. This boost in street maintenance funding will allow the City to address currently deferred pavement maintenance. It is noted, however, the funding level necessary to maintain good pavement conditions over time, as determined in the PMP, is approximately \$3.0 million biennially. Therefore, it is anticipated pavement conditions will slowly deteriorate as long-term maintenance is deferred.

Submitted for City Council approval and adoption, as attachments to this report, are the following documents: The Seven-Year Capital Improvement Program based upon the City's 2018/2019 – 2024/2025 Fiscal Years Budget, the OCTA Maintenance of Effort Reporting Form, the City's Pavement Management Plan update, and the OCTA Measure M2 Eligibility Checklist.

Measure M (M2) Compliance Reporting

June 12, 2018

Page 3

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:

- Seven Year Capital Improvement Program (CIP)
- FY 18-19 Maintenance of Effort (MOE) Reporting Form
- Pavement Management Plan (PMP)
- Measure M Eligibility Checklist

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2018/2019 through 2024/2025

Agency: Laguna Hills

Project Name: Alicia Parkway Traffic Signal
Improvements/Coordination

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	\$50,000	
		\$50,000	\$50,000	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$ 50,000

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	\$2,515,800	
		\$2,450,000	\$2,515,800	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$2,350,000	\$0	\$0	\$0	\$0	\$0	\$2,350,000	\$2,415,800
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$2,450,000	\$ 2,515,800

Measure M

3.7.a

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2018/2019 through 2024/2025

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

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$2,550,000	\$2,761,616	
		\$2,550,000	\$2,761,616	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$2,450,000	\$0	\$0	\$0	\$2,450,000	\$2,661,616
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$2,550,000	\$0	\$0	\$0	\$2,550,000	\$ 2,761,616

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

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$2,550,000	\$2,912,753	
		\$2,550,000	\$2,912,753	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$2,450,000	\$0	\$2,450,000	\$2,812,753
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$2,550,000	\$0	\$2,550,000	\$ 2,912,753

Attachment: Seven Year Capital Improvement Program (CIP) (1579 : Measure M (M2) Compliance

Measure M

3.7.a

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2018/2019 through 2024/2025

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	\$1,106,286	
		\$945,000	\$1,106,286	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$1,056,286
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$945,000	\$945,000	\$ 1,106,286

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	\$3,688,505	
		\$3,165,000	\$3,688,505	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$1,180,208
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,905,000	\$1,905,000	\$2,248,297
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$3,165,000	\$3,165,000	\$ 3,688,505

Attachment: Seven Year Capital Improvement Program (CIP) (1579 : Measure M (M2) Compliance

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2018/2019 through 2024/2025

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	\$94,366	\$111,372	
Unfunded	94.37	\$1,580,634	\$1,865,477	
		\$1,675,000	\$1,976,849	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$708,125
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$1,075,000	\$1,075,000	\$1,268,724
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675,000	\$1,675,000	\$ 1,976,849

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	\$2,283,385	
		\$1,950,000	\$2,283,385	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$2,183,385
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,000	\$1,950,000	\$ 2,283,385

Measure M

3.7.a

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2018/2019 through 2024/2025

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	\$2,283,385	
		\$1,950,000	\$2,283,385	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$2,183,385
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,000	\$1,950,000	\$ 2,283,385

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	\$8,040,261	
		\$6,950,000	\$8,040,261	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$590,104
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$5,550,000	\$5,550,000	\$6,550,156
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$6,950,000	\$6,950,000	\$ 8,040,261

Attachment: Seven Year Capital Improvement Program (CIP) (1579 : Measure M (M2) Compliance

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2018/2019 through 2024/2025

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	\$960,156	
		\$825,000	\$960,156	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$885,156
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$825,000	\$825,000	\$ 960,156

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	\$2,283,385	
		\$1,950,000	\$2,283,385	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	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	\$2,183,385
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950,000	\$1,950,000	\$ 2,283,385

Measure M**3.7.a**

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2018/2019 through 2024/2025

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

<u>FUND NAME</u>	<u>PERCENT</u>	<u>ESTIMATED COST</u>	<u>PROJECTED COST</u>	<u>NOTES</u>
General Fund	3.23	\$50,000	\$58,230	
Unfunded	96.77	\$1,500,000	\$1,746,901	
		\$1,550,000	\$1,805,131	

<u>Project Phase</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>24/25</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	\$50,000	\$0	\$0	\$0	\$1,400,000	\$1,450,000	\$1,705,131
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$50,000	\$0	\$0	\$0	\$1,500,000	\$1,550,000	\$ 1,805,131



APPENDIX I

Maintenance of Effort (MOE) 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	\$ 135,000.00
Signal maintenance	\$ 133,000.00
Utilities	\$ 441,000.00
Personnel	\$ 145,547.00
Miscellaneous contracts and other maintenance	\$ 307,000.00
Public Works maintenance & operations	\$ 513,000.00
Subtotal Maintenance	\$ 1,674,547.00

CONSTRUCTION	Total Expenditure
Streets, signals, and lighting	\$ 50,000.00
Flood control and water quality	\$ 625,000.00
Subtotal Construction	\$ 675,000.00

INDIRECT/OTHER	Total Expenditure
Other operating expenditures	\$ 10,800.00
Subtotal Indirect/Other	\$ 10,800.00

Total General Fund Transportation Expenditures \$ 2,360,347.00

(Less Total MOE Exclusions¹) \$ 813,000

MOE Expenditures \$ 1,547,347.00

MOE Benchmark Requirement \$ 310,467.00

(Shortfall) / Surplus \$ 1,236,880.00

Certification:

I hereby certify that the City of Laguna Hills has budgeted and will meet the Maintenance of Effort (MOE) requirement for Fiscal Year 2018-19.


Finance Director Signature

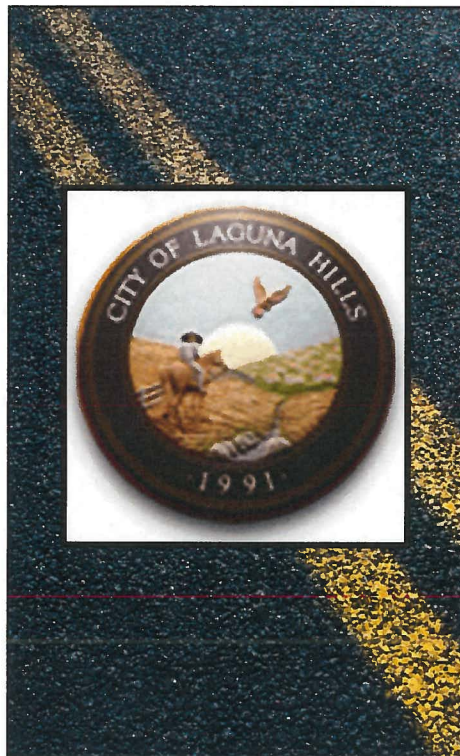
Janice Reyes
Finance Director (Print Name)

5/31/2018
Date

¹Funding sources include Measure M, federal, state, redevelopment, and bond financing.

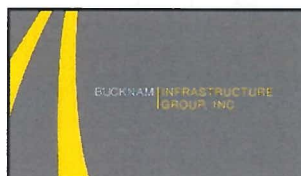
FINAL REPORT

***UPDATED CITYWIDE
PAVEMENT MANAGEMENT PLAN
OC Go
2018-2025***



Submitted to:

***City of Laguna Hills, CA
May 4th, 2018***



City of Laguna Hills, CA
2018 Citywide Pavement Management Plan – OCTA Submittal
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CITY OF LAGUNA HILLS PAVEMENT MANAGEMENT PLAN

- part of -

COUNTYWIDE PAVEMENT MANAGEMENT PLAN GUIDELINES
(OCTA Guideline – April 2018)

Prepared by: Bucknam Infrastructure Group, Inc.
Submitted to OCTA: June 29, 2018

Attachment: Pavement Management Plan (PMP) (1579 : Measure M (M2) Compliance Reporting)

**2018 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 29, 2018**

I. Pavement Management Plan Certification

The City of Laguna Hills, CA certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by Bucknam Infrastructure Group, Inc. using MicroPAVER, a pavement management system conforming to American Society for Testing and Materials (ASTM) Standard D6433, and contains, at a minimum, the following elements:

- Inventory of MPAH and Local routes reviewed and updated biennially. The last update of the inventory was completed on April, 2018 for the Arterial (MPAH) and April 2018 for the Local streets;
- Assessment of the pavement condition for all routes in the system, updated biennially. The last field review of the pavement condition was completed in April, 2018;
- Percentage of all section of pavement needing:
 - Preventive Maintenance = 22.8%;
 - Rehabilitation = 23.5%;
 - Reconstruction = 0.5%
- Budget needs for preventive maintenance, rehabilitation and/or reconstruction of deficient sections of pavement for:
 - Current biennial period \$3,070,000;
 - Following biennial period \$3,050,000
- Funds budgeted or available for Preventive Maintenance, Rehabilitation and/or Reconstruction.
 - Current biennial period \$2,400,000;
 - Following biennial period \$2,500,000
- Backlog by year of unfunded rehabilitation, restoration and reconstruction needs (See page 9);
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan (with MicroPAVER or StreetSaver compatible files) has been or will be submitted with the certification statement. A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Kenneth H. Rosenfield
Name (Print)


Signed

City of Laguna Hills
Jurisdiction

5/30/2018
Date

Assistant City Manager / Public Services Director
Title



**2018 Citywide Pavement Management Plan – OCTA Submittal
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II. EXECUTIVE SUMMARY

2018 UPDATE OF PAVEMENT MANAGEMENT PLAN (PMP)

As the City of Laguna Hills's infrastructure continues to mature Public Works priorities such as Local street overlay rehabilitation and proactive Arterial CIP maintenance are key projects to City staff. With the City mostly built-out, wear and tear on the infrastructure will occur at an ever increasing rate. Pavement aging through annual weathering, dynamic and static vehicle loading, and increased usage, compounded with the increased cost of performing maintenance and rehabilitation, add to the yearly operational budget of the pavement network. System sustainability can only be achieved through proactive scheduling and the implementation of cost-efficient pavement applications.

In the upcoming years as the City continues to build upon this study through future inspections and maintenance work history, Laguna Hills pavement data will continue to provide reliable data. This will enhance the PMP through detailed Orange County Transportation Authority (OCTA) OC Go funding analysis, City specific budgetary reporting and level of service reporting.

The Laguna Hills PMP has been developed to assist City personnel by providing current data on the City's street network and to develop cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources. The project consisted of analyzing the City's 2017 dataset for quality and usability. In doing this, we were tasked to generate an updated Capital Improvement Program report that identified recommendations and deficiencies in the current operating and maintenance efforts put forth by the City.

We surveyed all designated arterial, collector (MPAH) routes this past spring to assist the City in being compliant with OCTA – OC Go April 2018 guidelines. Additionally, we updated the City's unique Pavement Management – GIS layer that will continue to assist the City in analyzing pavement conditions and other attribute information through the use of ESRI ArcMap.

Bucknam Infrastructure Group reviewed the City's previous maintenance efforts and the current 2018-19 proposed street improvements for pertinent pavement information in order to generate a CIP report that identified recommendations and opportunities for improvement in the current operating and maintenance efforts put forth by the City. The result of these work efforts is this report.

2018 Citywide Pavement Management Plan – OCTA Submittal Final Report – June 29, 2018

III. BACKGROUND

In late 1990, voters throughout Orange County approved a ½-cent sales tax for transportation improvements known as OC Go, formerly known as Measure M2. Funding for streets and roads are included within the sales tax and are distributed to local agencies through both formula and a competitive method. In late 2006, the renewal of OC Go was approved by voters that would continue the ½-cent sales tax for thirty additional years, starting in 2011.

The primary goal of this report is to comply with established guidelines from OCTA to ensure that field data collection and reporting efforts performed by outside consultants or local agency staff are consistent. This is required in order that funding allocations can be reviewed and based on agency comparable pavement conditions. Specifically, our findings and recommendations provide Public Works administrators, managers and field personnel with:

- * *PMP report consistent with OCTA OC Go guidelines*
- * *the present condition status of the pavement network (arterial, collector, residential and industrial streets), as a whole and of any grouping or individual component within the City;*
- * *a ranked list of all streets, or segments of streets, by condition within the network;*
- * *rehabilitation/maintenance needs of each street segment by year;*
- * *an optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding;*
- * *optimum annual pavement expenditure levels for pavement maintenance for the next seven (7) years;*
- * *prediction of the life-cycle performance of the City's pavement network and each individual street section; and*
- * *pavement condition data and analysis presented in GIS through ESRI ArcMap*

Pavement is a dynamic structure where deterioration is constantly occurring; thus the pavement management system needs to be updated on a regular basis to reflect these changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints. In our approach to develop the City's forecasted maintenance recommendations we worked with Laguna Hills Public Works/Engineering staff in identifying unit costs for all maintenance practices used on an annual basis. Currently, based upon the City's maintenance practices and their associated unit costs, the total replacement value of the Laguna Hills pavement network is \$135,894,000. This value clearly indicates that the City's pavement network is the most valuable and essential asset to Laguna Hills. The City's use of slurry seal, AC Overlay and R&R practices are typically applied at a five year, ten year and 25 year frequency respectively. These frequencies are typical but the City may see increases in deterioration rates due to environmental, load and high average daily traffic (ADT) volumes. For example, high ADT volumes along one of Laguna Hills's arterial streets will increase deterioration rates for a previously applied AC Overlay compared to a small local street. These deterioration rates are monitored through frequent inspections and functional class deterioration analysis within the City's PMP database.

2018 Citywide Pavement Management Plan – OCTA Submittal Final Report – June 29, 2018

FINDINGS AND RECOMMENDATIONS

Through our assessment of historical maintenance performed within the City and through our discussions with City staff the conditional data found across the network clearly shows that the City has applied strong, preventative maintenance strategies over the past decade. Pavement management involves frequent preventative maintenance; as pavement deteriorates through heavy traffic impacts, weathering and time, preventative maintenances (such as slurry seal, stop gap, etc.) have limited benefits. More aggressive maintenance applications have to be used.

Our study has shown that key slurry seal and selective overlay projects will be needed over the next seven years to maintain the network's high level of condition. Currently, the City's two major streets networks (Local & Arterial) hold above average weighted PCI values; it is our recommendation that a proactive, common sense overlay program and a continued slurry seal program be scheduled over the next several fiscal years. This will ensure that the citywide weighted PCI will sustain itself and allow for routine slurry seal maintenance to continue.

We have found and recommend the following detailed items which should be reviewed and considered for a proactive approach to the future management of the PMP:

ARTERIAL / COLLECTOR (MPAH) FINDINGS AND RECOMMENDATIONS

The actual workload requirements identified indicate that the Arterial (MPAH) street network is currently in "good" condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified on page 8 to maintain a "good" network weighted average PCI value. Our MPAH findings for conditional data and recommendations for revenue expenditures are shown below:

- The MPAH network has a weighted PCI of 81.5
- The MPAH network consists of 42.5 centerline miles and 9,297,384 SF of pavement;
- Currently, 29% of the MPAH network (12.2 centerline miles) qualify for slurry seal/stop gap maintenance; 26% of the Arterial network (11.2 centerline miles) qualify for rehabilitation maintenance;
- At a minimum, MPAH maintenance projects should focus on the maintaining the current PCI above a weighted average of 81 over the next 7 years;
- Develop a proactive fiscal and planned approach to identify MPAH overlay projects based on the deterioration modeling within MicroPAVER;
- Appropriate MPAH revenues at an average of \$1.35 Million biannually for the term of the seven-year CIP to generate the results identified on page 9 (VI. Alternative Funding Levels – Improve Average Network PCI); and
- Perform pavement inspections on the MPAH network every two years to build a solid planning model within MicroPAVER to track PCI deterioration; also follows new OCTA guidelines for OC Go.

**2018 Citywide Pavement Management Plan – OCTA Submittal
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LOCAL FINDINGS AND RECOMMENDATIONS

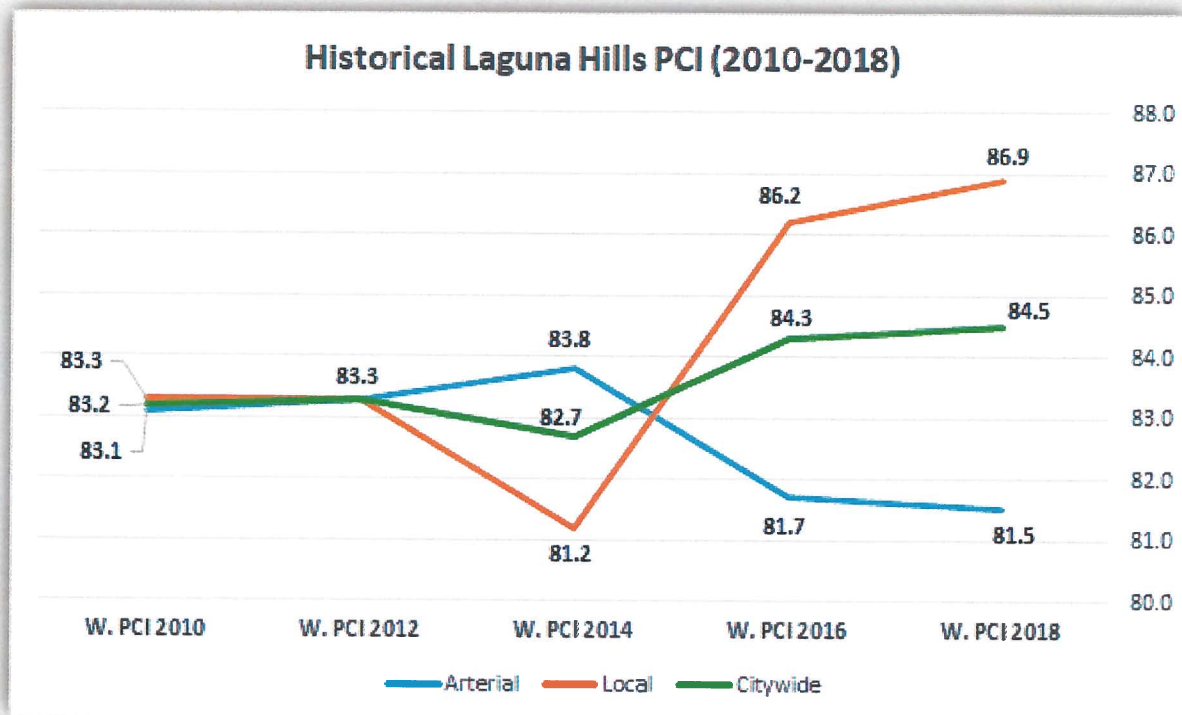
The actual workload requirements identified indicate that the Local street network is currently in “very good” condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified on page 8 to maintain a “very good” network weighted average PCI value. Our Local network findings for conditional data and recommendations for revenue expenditures are shown below:

- The Local network has a weighted PCI of 86.9;
- The Local network consists of 53.6 centerline miles and 11,609,378 SF of pavement;
- Currently, 26% of the Local network (13.9 centerline miles) qualifies for slurry seal/stop gap maintenance; 14% of the Local network (7.6 centerline miles) qualify for rehabilitation maintenance;
 - With Local conditions showing 21.5 miles of streets in need of slurry seal, major rehabilitation or reconstruction (see section IX, page 10 below) a continuous and proactive Local CIP program needs to be sustained;
- At a minimum, Local maintenance projects should focus on the maintaining the current PCI above a weighted average of 84 over the next 7 years;
- Develop a proactive fiscal and planned approach to identify arterial overlay projects based on the deterioration modeling within MicroPAVER;
- Appropriate Local revenues at an average of \$1.62 Million biannually for the term of the seven-year CIP to generate the results identified on page 9 (VI. Alternative Funding Levels – Improve Average Network PCI); and
- Perform pavement inspections on the Local network every four years to build a solid planning model within MicroPAVER to track PCI deterioration; also follows new OCTA guidelines for OC Go.

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IV. CURRENT PAVEMENT CONDITIONS (PCI)

Rank	Mileage	SF	W. PCI 2018	W. PCI 2016	W. PCI 2014	W. PCI 2012	W. PCI 2010
Arterial	42.6	9,297,384	81.5	81.7	83.8	83.3	83.1
Local	59.2	11,609,378	86.9	86.2	81.2	83.3	83.3
Citywide	101.8	20,906,762	84.5	84.3	82.7	83.3	83.2



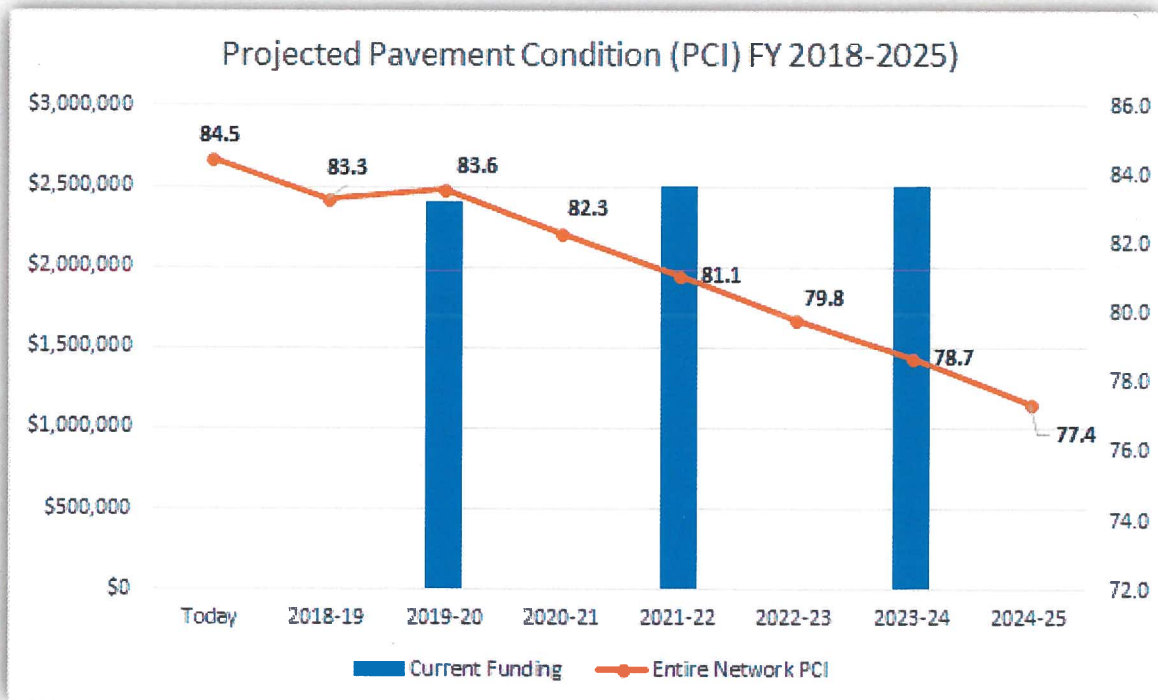
Condition	PCI Range	MPAH	Local	Total	% of Network
Very Good	86-100	19.5	35.2	54.7	53.7%
Good	75-85	10.1	13.1	23.2	22.8%
Fair	60-74	12.1	9.1	21.2	20.8%
Poor	41-59	0.5	1.8	2.3	2.3%
Very Poor	0-40	0.4	0.0	0.4	0.4%
		42.6	59.2	101.8	

**2018 Citywide Pavement Management Plan – OCTA Submittal
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V. PROJECTED PAVEMENT CONDITIONS (PCI)

Based on the current funding that the City has identified, we have applied the City's biannual funding against the conditions found on the network from the most recent survey. We have included summary tables below to demonstrate our PCI findings.

Fiscal Year	Current Funding	Entire Network PCI	MPAH PCI	Local PCI
Today	~	84.5	81.5	86.9
2018-19	\$0	83.3	80.4	85.7
2019-20	\$2,400,000	83.6	80.6	85.8
2020-21	\$0	82.3	79.5	84.6
2021-22	\$2,500,000	81.1	78.5	83.5
2022-23	\$0	79.8	77.3	82.4
2023-24	\$2,500,000	78.7	76.4	81.4
2024-25	\$0	77.4	76.0	80.7
Total	\$7,400,000			



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VI. ALTERNATIVE FUNDING LEVELS

Maintain Existing Average Network PCI

Fiscal Year	Current Funding	Entire Network	MPAH	Local
Today	~	84.5	81.5	86.9
2018-19	\$0	83.3	80.4	85.7
2019-20	\$2,900,000	84.6	81.6	87.2
2020-21	\$0	83.5	80.6	85.9
2021-22	\$2,950,000	84.8	81.9	87.3
2022-23	\$0	83.6	80.5	85.8
2023-24	\$3,050,000	85.0	82.1	87.5
2024-25	\$0	84.3	81.3	86.7
Total	\$8,900,000			

Improve Average Network PCI

Fiscal Year	Current Funding	Entire Network	MPAH	Local
Today	~	84.5	81.5	86.9
2018-19	\$0	83.3	80.4	85.7
2019-20	\$3,070,000	84.8	81.7	87.5
2020-21	\$0	83.7	80.8	86.1
2021-22	\$3,050,000	85.1	82.1	87.6
2022-23	\$0	84.0	81.1	86.5
2023-24	\$3,140,000	85.9	82.4	88.1
2024-25	\$0	85.4	82.0	87.8
Total	\$9,260,000			

VII. CURRENT AND PROJECTED BACKLOG BY YEAR OF PAVEMENT MAINTENANCE NEEDS

Fiscal Year	Current Funding Backlog	Maintain Funding Backlog	Increase PCI Backlog
Current	\$5,059,100	\$5,059,100	\$5,059,100
2018-19	\$4,961,200	\$4,395,500	\$4,255,400
2019-20	\$5,005,200	\$4,643,900	\$4,317,800
2020-21	\$6,693,100	\$4,949,500	\$4,710,600
2021-22	\$7,632,400	\$4,741,300	\$4,655,300
2022-23	\$7,485,000	\$4,784,600	\$4,687,100
2023-24	\$7,101,700	\$4,569,200	\$4,481,300
2024-25	\$6,814,700	\$4,698,700	\$4,511,600

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DEFERRED MAINTENANCE

Delaying repairs on streets where pavement conditions indicate a need generates deferred maintenance or “backlog”. Deferred maintenance is work that is postponed to a future budget cycle, or until funds are available. As maintenance is deferred, the opportunity to apply preventive, life extending pavement treatments is forfeited and the ultimate cost of rehabilitation multiplies (i.e. slurry seal costs to overlay costs). By using the City’s pavement maintenance applications and their associated unit costs, when a budgetary model is exercised within the PMP software the amount of deferred maintenance is calculated. Based upon the available budget applied to the model, deferred maintenance will increase or decrease.

As maintenance is deferred, the opportunity to apply life extending preventive pavement applications is lost and the ultimate cost of rehabilitation multiples.

In the case of Laguna Hills, the City’s actual budget will allow the amount of deferred maintenance on both the Arterial and Local networks to increase by 35% by FY 2025. The City should consider this impact as well as the lower PCI result and increase CIP/maintenance funding to a level of \$2,966,700 biannually.

VIII. CENTERLINE MILEAGE

Rank	W. PCI	Mileage	SF
MPAH	81.5	42.6	9,297,384
Locals	86.9	59.2	11,609,378
Citywide	84.5	101.8	20,906,762

IX. PERCENTAGE OF NETWORK IN EACH OF FIVE CONDITION CATEGORIES BASED ON CENTERLINE MILES

Condition	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (SF)	Percent Centerline Mi. of Network	Centerline Mileage of Network
Very Good	(86-100)	MPAH	19.8%	4,133,221	19.9%	19.1
		Local	33.3%	6,962,888	33.4%	32.1
Good	(75-85)	MPAH	10.5%	2,192,556	10.6%	10.2
		Local	12.2%	2,546,427	12.2%	11.7
Fair	(60-74)	MPAH	13.3%	2,775,967	12.7%	12.2
		Local	8.4%	1,761,807	8.6%	8.2
Poor	(41-59)	MPAH	0.5%	97,920	0.5%	0.5
		Local	1.6%	338,256	1.7%	1.6
Very Poor	(0-40)	MPAH	0.5%	97,720	0.5%	0.5
		Local	0.0%	0	0.0%	0.0

**2018 Citywide Pavement Management Plan – OCTA Submittal
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X. REDUCTION IN M2 LOCAL MATCH

A local agency match reduction of 10% of the eligible cost for projects submitted for consideration of funding through the M2 Comprehensive Transportation Funding Programs (CTFP) call for projects is available if the local agency either:

- a. Shows measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one Pavement Condition Index (PCI) point with no reduction in the overall weighted (by area) average PCI in the Master Plan of Arterial Highways (MPAH) or local categories:

or

- b. Have road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in “good condition”.

Road conditions found through our 2018 PMP management study shows that the City is eligible for Local Match Reduction based on the current network weighted PCI of 84.5 (system is showing measurable improvement from last 2016 PMP report AND currently has a weighted PCI over 75).

***2018 Citywide Pavement Management Plan – OCTA Submittal
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**XI. APPENDIX A – SEVEN YEAR ROAD MAINTENANCE AND REHABILITATION
PLAN BASED ON CURRENT OR EXPECTED FUNDING LEVEL**

FY	BranchID	Section ID	ContdID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date	Maint. Type	Total \$
MPAH (Arterials / Collectors)																		
2019-21	6	6	6X6	AVENIDA DE LA CARLOTA	ADJACENT I-5	LOS ALISOS BLVD	SECONDARY	B	F	2	AC	1,090	40	43,600	63	4/5/18	ARHM	\$151,728
2019-21	20	11	20X11	LAKE FOREST DR	SANTA VICTORIA DR	MILL CREEK DR	MAJOR	B	F	3	AC	1,603	43	71,429	74	11/2/17	Type II Slurry	\$44,286
2019-21	20	12	20X12	LAKE FOREST DR	TRITON WY	MILL CREEK DR	MAJOR	B	F	3	AC	589	38	22,382	78	11/2/17	Type II Slurry	\$13,877
2019-21	20	13	20X13	LAKE FOREST DR	MOULTON PKWY	TRITON WY	MAJOR	B	F	3	AC	843	48	46,864	76	11/2/17	Type II Slurry	\$29,056
2019-21	20	14	20X14	LAKE FOREST DR	MOULTON PKWY	DEL LAGO DR	MAJOR	B	F	3	AC	954	46	49,884	78	11/2/17	Type II Slurry	\$30,928
2019-21	20	4	20X4	LAKE FOREST DR	MILL CREEK DR	SANTA VICTORIA DR	MAJOR	B	F	3	AC	1,603	44	73,205	74	11/2/17	Type II Slurry	\$45,387
2019-21	23	15	23X15	MOULTON PKWY	NELLIE GAIL RD	OSO PKWY	SMART STREET 6 LANE	B	A	3	AC	963	48	53,544	67	4/3/18	ARHM	\$186,333
2019-21	23	24	23X24	MOULTON PKWY	OSO PKWY	NELLIE GAIL RD	SMART STREET 6 LANE	B	A	3	AC	908	52	49,206	69	4/3/18	ARHM	\$71,237
2019-21	23	14	23X14	MOULTON PKWY	SR 73	NELLIE GAIL RD	SMART STREET 6 LANE	B	A	3	AC	335	54	18,090	84	4/12/18	Type II Slurry	\$11,216
2019-21	23	23	23X23	MOULTON PKWY	NELLIE GAIL RD	S. CITY LIMITS	SMART STREET 6 LANE	B	A	3	AC	220	48	10,560	84	4/13/18	Type II Slurry	\$6,547
2019-21	23	16	23X16	MOULTON PKWY	OSO PKWY	LA PAZ RD	SMART STREET 6 LANE	B	B	3	AC	1,384	36	60,758	64	4/3/18	ARHM	\$211,438
2019-21	23	25	23X25	MOULTON PKWY	LA PAZ RD	OSO PKWY	SMART STREET 6 LANE	B	B	3	AC	1,391	52	76,092	67	4/3/18	ARHM	\$264,800
2021-23	28	3	28X3	PASEO DE VALENCIA	CALLE DE LA PLATA	CALLE DE LA MAGDALENA	MAJOR	B	E	2	AC	742	36	31,880	66	4/12/18	ARHM	\$116,893
2021-23	28	31	28X31	PASEO DE VALENCIA	CALLE DE LA MAGDALENA	HEALTH CENTER DR	MAJOR	B	E	3	AC	697	40	29,950	72	4/2/18	ARHM	\$114,130
2021-23	28	1	28X1	PASEO DE VALENCIA	HEALTH CENTER DR	CALLE DE LA MAGDALENA	MAJOR	B	E	2	AC	1,139	34	41,246	68	4/2/18	ARHM	\$107,221
2021-23	28	27	28X27	PASEO DE VALENCIA	HEALTH CENTER DR	CALLE DE LA MAGDALENA	MAJOR	B	E	3	AC	1,088	40	43,520	61	4/12/18	ARHM	\$147,661
2021-23	28	29	28X29	PASEO DE VALENCIA	LOS ALISOS BLVD	HEALTH CENTER DR	MAJOR	B	E	3	AC	1,733	45	72,120	67	4/2/18	ARHM	\$155,802
2021-23	28	9	28X9	PASEO DE VALENCIA	HEALTH CENTER DR	LOS ALISOS BLVD	MAJOR	B	E	3	AC	1,667	45	68,300	74	4/2/18	Type II Slurry	\$258,190
2021-23	28	10	28X10	PASEO DE VALENCIA	KENNINGTON DR	LOS ALISOS BLVD	MAJOR	B	E	2	AC	1,233	35	52,484	65	4/2/18	ARHM	\$43,712
2021-23	28	34	28X34	PASEO DE VALENCIA	LOS ALISOS BLVD	KENNINGTON DR	MAJOR	B	E	3	AC	1,287	34	45,390	73	4/2/18	ARHM	\$187,893
2023-25	6	11	6X11	AVENIDA DE LA CARLOTA	RIDGE ROUTE DR	COMMERCE CENTER	SECONDARY	B	F	2	AC	792	29	22,968	81	11/2/17	Type II Slurry	\$29,050
2023-25	8	13	8X13	CABOT RD	N. CITY LIMITS	RAPID FALLS RD	PRIMARY	B	A	2	AC	174	40	6,960	61	4/4/18	ARHM	\$1,043,658
2023-25	8	11	8X11	CABOT RD	RAPID FALLS RD	N. CITY LIMITS	PRIMARY	B	A	2	AC	163	40	6,520	62	4/4/18	ARHM	\$15,618
2023-25	27	9	27X9	OSO PKWY	WEST HAVEN DR	MOULTON PKWY	MAJOR	B	E	3	AC	746	43	36,230	80	4/5/18	ARHM	\$26,448
2023-25	28	33	28X33	PASEO DE VALENCIA	BECKENHAM ST	KENNINGTON DR	MAJOR	B	E	3	AC	570	34	19,380	67	4/5/18	ARHM	\$24,776
2023-25	28	8	28X8	PASEO DE VALENCIA	KENNINGTON DR	BECKENHAM ST	MAJOR	B	E	3	AC	571	35	21,985	75	4/12/18	ARHM	\$137,674
2023-25	28	32	28X32	PASEO DE VALENCIA	LAGUNA HILLS DR	BECKENHAM ST	MAJOR	B	E	3	AC	1,559	34	52,196	67	4/12/18	Type II Slurry	\$73,644
2023-25	28	7	28X7	PASEO DE VALENCIA	BECKENHAM ST	LAGUNA HILLS DR	MAJOR	B	E	3	AC	1,554	34	56,604	72	4/5/18	ARHM	\$14,950
2023-25	28	24	28X24	PASEO DE VALENCIA	ALICIA PKWY	LAGUNA HILLS DR	MAJOR	B	E	3	AC	1,515	52	64,470	72	4/2/18	ARHM	\$198,345
Locals																		
2019-21	71	1	71X1	BUCKBOARD LN	BUCKSKIN DR	STENSON PL	LOCAL	E	B	2	AC	1,217	39	47,463	55	4/12/18	1.5" AC Overlay	\$244,986
2019-21	71	2	71X2	BUCKBOARD LN	STENSON PL	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,691	39	65,949	66	4/4/18	1.5" AC Overlay	\$98,248
2019-21	73	1	73X1	BUCKSKIN DR	NELLIE GAIL RD	SILVER SADDLE LN	LOCAL	E	B	2	AC	1,831	39	51,831	68	4/4/18	1.5" AC Overlay	\$136,514
2019-21	73	2	73X2	BUCKSKIN DR	SILVER SADDLE LN	MUSTANG DR	LOCAL	E	B	2	AC	904	39	35,256	69	4/4/18	1.5" AC Overlay	\$107,290
2019-21	73	3	73X3	BUCKSKIN DR	MUSTANG DR	BUCKBOARD LN	LOCAL	E	B	2	AC	1,001	39	39,039	57	4/4/18	1.5" AC Overlay	\$72,980
2019-21	213	2	213X2	MUSTANG DR	FARRIER	APPALDOSA PL	LOCAL	E	B	2	AC	1,372	39	53,508	77	10/4/17	Type I REAS Slurry	\$80,811
2019-21	25	2	25X2	NELLIE GAIL RD	DAPPLE GREY DR	BUCKBOARD LN	LOCAL	E	B	2	AC	470	38	19,360	76	10/11/17	Type I REAS Slurry	\$21,938
2019-21	25	20	25X20	NELLIE GAIL RD	BUCKLESTONE CT	CABOT RD	LOCAL	E	B	2	AC	758	38	30,388	75	4/12/18	Type I REAS Slurry	\$7,938
2019-21	25	3	25X3	NELLIE GAIL RD	BUCKBOARD LN	CHAPARRAL PL	LOCAL	E	B	2	AC	1,284	38	48,792	74	4/12/18	Type I REAS Slurry	\$12,459
2019-21	25	8	25X8	NELLIE GAIL RD	HOUSTON TR	MUSTANG DR	LOCAL	E	B	2	AC	492	38	18,696	73	10/11/17	Type I REAS Slurry	\$20,005
2019-21	25	9	25X9	NELLIE GAIL RD	MUSTANG DR	BRIDLEWOOD DR	LOCAL	E	B	2	AC	409	38	15,542	76	4/12/18	Type I REAS Slurry	\$7,665
2019-21	34	1	34X1	SAN REMO DR	TERAMO	SANTA VICTORIA DR	LOCAL	E	F	2	AC	1,100	32	35,200	71	11/2/17	Type I REAS Slurry	\$6,372
2019-21	34	2	34X2	SAN REMO DR	PESARO	TERAMO	LOCAL	E	F	2	AC	612	32	19,584	74	11/2/17	1.5" AC Overlay	\$72,864
2019-21	34	3	34X3	SAN REMO DR	PALERMO	SANTA MARIA AVE	LOCAL	E	F	2	AC	539	32	17,248	80	11/2/17	Type I REAS Slurry	\$8,029
2019-21	34	4	34X4	SAN REMO DR	PALERMO	PESARO	LOCAL	E	F	2	AC	482	32	15,424	67	11/2/17	Type I REAS Slurry	\$7,072
2019-21	300	2	300X2	TARANTO	TREVISO	VENISIA	LOCAL	E	F	2	AC	803	35	28,105	80	4/13/18	1.5" AC Overlay	\$31,928
2021-23	1	2	1X2	ALAMEDA AVE	EL PRADO ST	DEL MONTE ST	LOCAL	E	C	2	AC	730	38	27,740	81	3/29/18	Type I REAS Slurry	\$11,523
2021-23	44	1	44X1	ALUSAL AVE	SARITA DR	LINDA VISTA DR	LOCAL	E	C	2	AC	970	33	32,010	58	4/2/18	Type I REAS Slurry	\$703,637
2021-23	44	2	44X2	ALUSAL AVE	LINDA VISTA DR	PASEO DE VALENCIA	LOCAL	E	C	2	AC	120	37	4,440	74	4/2/18	Type I REAS Slurry	\$12,706
2021-23	45	1	45X1	ALTA LONAT CT	SANTA ROSA AVE	EAST END	LOCAL	E	C	2	AC	460	37	19,120	64	3/29/18	1.5" AC Overlay	\$70,422
2021-23	46	1	46X1	ALTAMIRA DR	ALAMEDA AVE	BUENA VISTA DR	LOCAL	E	C	2	AC	400	37	14,800	62	3/29/18	1.5" AC Overlay	\$42,064
2021-23	48	1	48X1	ANACAPA ST	SAN PEDRO AVE	EL PRADO ST	LOCAL	E	C	2	AC	770	33	25,410	67	3/29/18	1.5" AC Overlay	\$32,560
2021-23	74	1	74X1	BUENA VISTA DR	LOS GATOS DR	NORTH END	LOCAL	E	C	2	AC	1,130	38	45,400	66	3/29/18	1.5" AC Overlay	\$55,902
2021-23	77	1	77X1	VALERO AVE	LA MIRADA ST	EL CONEJO LN	LOCAL	E	C	2	AC	290	33	9,570	80	4/2/18	Type I REAS Slurry	\$99,088
2021-23	105	1	105X1	DEL MONTE ST	ALAMEDA AVE	LA CUESTA AVE	LOCAL	E	C	2	AC	950	37	35,150	69	3/29/18	Type I REAS Slurry	\$4,211
2021-23	117	1	117X1	EL PRADO ST	ALAMEDA AVE	SAN PEDRO AVE	LOCAL	E	C	2	AC	810	37	29,970	57	3/29/18	1.5" AC Overlay	\$77,330
2021-23	118	1	118X1	EL SEGUNDO ST	ALISO HILLS DR	NORTH END	LOCAL	E	C	2	AC	570	36	22,620	69	3/29/18	1.5" AC Overlay	\$65,934
2021-23	119	1	119X1	ELENA DR	LOS GATOS DR	ALAMEDA AVE	LOCAL	E	C	2	AC	535	37	19,795	51	3/29/18	1.5" AC Overlay	\$49,764
2021-23	122	1	122X1	ENCANTO CT	LUNA BONITA DR	SOUTH END	LOCAL	E	C	2	AC	280	39	13,020	73	3/29/18	Type I REAS Slurry	\$43,549
																		\$5,729

FY	Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PG	Insp. Date	Maint. Type	Total \$
2023-23	124	1	124X1	ERNESTINE CT	LINDA FLORA ST	NORTH END	LOCAL	E	C	2	AC	475	37	19,675	66	3/29/18	1.5" AC Overlay	\$43,285
2023-23	167	1	167X1	LA SERRA ST	ALISO HILLS DR	NORTH END	LOCAL	E	C	2	AC	715	38	29,120	81	3/29/18	Type I REAS Slurry	\$12,813
2023-23	169	1	169X1	LARGO DR	WEST END	LINDA VISTA DR	LOCAL	E	C	2	AC	1,430	35	52,150	78	4/2/18	Type I REAS Slurry	\$22,946
2023-23	174	1	174X1	LINDA FLORA ST	LARGO DR	EAST END	LOCAL	E	C	2	AC	890	35	33,250	65	3/29/18	1.5" AC Overlay	\$73,150
2023-23	175	1	175X1	LINDA VISTA DR	MONTE ROYALE ST	ALISA AVE	LOCAL	E	C	2	AC	1,037	37	38,369	80	4/2/18	Type I REAS Slurry	\$16,882
2023-23	180	1	180X1	LOS ALAMITOS AVE	LA CIENEGA ST	MANDEVILLE DR	LOCAL	E	C	2	AC	1,215	37	44,955	78	3/29/18	Type I REAS Slurry	\$19,780
2023-23	181	1	181X1	LOS CERROS ST	LA CIENEGA ST	SOUTH END	LOCAL	E	C	2	AC	230	33	9,340	71	3/29/18	Type I REAS Slurry	\$4,110
2023-23	182	1	182X1	LOS GATOS DR	BUENA VISTA DR	WEST END	LOCAL	E	C	2	AC	490	39	21,210	73	3/29/18	Type I REAS Slurry	\$9,332
2023-23	186	1	186X1	LUNA BONITA DR	LA SERRA ST	ENCANTO CT	LOCAL	E	C	2	AC	662	33	21,846	79	3/29/18	Type I REAS Slurry	\$9,612
2023-23	186	2	186X2	LUNA BONITA DR	ENCANTO CT	ENCANTO CT	LOCAL	E	C	2	AC	205	33	51,117	81	3/29/18	Type I REAS Slurry	\$22,491
2023-23	194	1	194X1	MARIN CT	EL CAPITAN LN	SOUTH END	LOCAL	E	C	2	AC	1,549	33	51,117	81	3/29/18	Type I REAS Slurry	\$9,612
2023-23	200	1	200X1	MENDOCINO AVE	ALISO HILLS DR	MENDOCINO CT	LOCAL	E	C	2	AC	205	33	8,865	58	4/12/18	1.5" AC Overlay	\$19,503
2023-23	201	1	201X1	MENDOCINO CT	WEST END	EAST OF MENDOCINO AVE	LOCAL	E	C	2	AC	1,080	37	44,160	74	3/29/18	Type I REAS Slurry	\$19,430
2023-23	208	1	208X1	MONTE ROYALE ST	ALAMEDA AVE	LOS ALAMITOS AVE	LOCAL	E	C	2	AC	1,225	37	45,325	79	3/29/18	Type I REAS Slurry	\$19,943
2023-23	211	1	211X1	MORRO CT	TERRA BELLA AVE	WEST END	LOCAL	E	C	2	AC	210	33	9,030	73	3/29/18	Type I REAS Slurry	\$4,264
2023-23	215	1	215X1	NATAMIA CT	TERRA BELLA AVE	WEST END	LOCAL	E	C	2	AC	210	33	9,030	75	3/29/18	Type I REAS Slurry	\$3,973
2023-23	241	1	241X1	PONCE CT	LINDA VISTA DR	SOUTH END	LOCAL	E	C	2	AC	205	33	8,865	76	4/2/18	Type I REAS Slurry	\$3,901
2023-23	252	1	252X1	RIO GRANDE AVE	TALEGA AVE	LA CIENEGA ST	LOCAL	E	C	2	AC	880	37	32,560	74	3/29/18	Type I REAS Slurry	\$14,326
2023-23	265	1	265X1	SANDIA CT	TERRA BELLA AVE	NORTH END	LOCAL	E	C	2	AC	425	37	17,825	71	3/29/18	Type I REAS Slurry	\$7,843
2023-23	267	1	267X1	SANTA ROSA AVE	MANDEVILLE DR	SUNDANCE AVE	LOCAL	E	C	2	AC	690	37	25,530	74	3/29/18	Type I REAS Slurry	\$11,333
2023-23	270	1	270X1	SARITA DR	LINDA VISTA DR	ALISA LN	LOCAL	E	C	2	AC	735	33	24,255	67	4/2/18	1.5" AC Overlay	\$53,361
2023-23	306	1	306X1	TOTALOMA CT	ALAMEDA AVE	EAST END	LOCAL	E	C	2	AC	575	29	18,775	68	3/29/18	1.5" AC Overlay	\$41,305
2023-23	307	1	307X1	TOLUCA CT	LINDA FLORA ST	NORTH END	LOCAL	E	C	2	AC	410	37	17,270	57	3/29/18	1.5" AC Overlay	\$37,994
2023-23	341	1	341X1	ZUMAYA CT	WEST END	BUENA VISTA DR	LOCAL	E	C	2	AC	470	37	19,490	50	4/12/18	1.5" AC Overlay	\$42,878
2023-23	53	1	53X1	ASHLAND DR	KENNINGTON DR	WEYBURN DR	LOCAL	E	E	2	AC	1,175	37	43,475	67	4/12/18	1.5" AC Overlay	\$95,645
2023-23	55	1	55X1	AVENIDA AVALON	VIA BALBOA	SOUTH END	LOCAL	E	E	2	AC	210	33	9,030	70	4/3/18	Type I REAS Slurry	\$3,973
2023-23	79	1	79X1	CALLE CARMEL	HENDON ST	SOUTH END	LOCAL	E	E	2	AC	570	26	16,570	53	4/3/18	1.5" AC Overlay	\$36,454
2023-23	83	1	83X1	CAROL LN	JULIE AVE	EAST END	LOCAL	E	E	2	AC	430	37	17,660	76	4/3/18	Type I REAS Slurry	\$7,770
2023-23	148	1	148X1	HENDON ST	COSTEAU ST	CAMBERWELL ST	LOCAL	E	E	2	AC	430	37	17,660	76	4/3/18	Type I REAS Slurry	\$7,770
2023-23	148	2	148X2	HENDON ST	CAMBERWELL ST	CALLE CARMEL	LOCAL	E	E	2	AC	1,255	33	41,415	82	10/18/17	Type I REAS Slurry	\$18,223
2023-23	156	1	156X1	JORIE DR	WEYBURN DR	GEORGIA SUE	LOCAL	E	E	2	AC	490	37	20,230	53	4/3/18	1.5" AC Overlay	\$44,506
2023-23	157	1	157X1	JULIE AVE	HON AVE	SARA LN	LOCAL	E	E	2	AC	740	37	27,380	75	4/3/18	Type I REAS Slurry	\$12,007
2023-23	158	1	158X1	KATIE AVE	JULIE AVE	EAST END	LOCAL	E	E	2	AC	435	37	18,195	72	4/3/18	Type I REAS Slurry	\$8,006
2023-23	160	1	160X1	KIM CIR	GEORGIA SUE DR	SOUTH END	LOCAL	E	E	2	AC	450	37	18,400	75	4/3/18	Type I REAS Slurry	\$8,096
2023-23	188	1	188X1	LUTON ST	CAMBERWELL ST	EAST END	LOCAL	E	E	2	AC	380	38	16,540	52	10/18/17	1.5" AC Overlay	\$36,388
2023-23	225	1	225X1	PAIGE CIR	GEORGIA SUE DR	SOUTH END	LOCAL	E	E	2	AC	675	37	26,725	74	4/3/18	Type I REAS Slurry	\$11,759
2023-23	253	1	253X1	RITTEN HOUSE CIR	ASHLAND DR	NORTH END	LOCAL	E	E	2	AC	420	37	15,540	77	4/2/18	Type I REAS Slurry	\$6,888
2023-23	269	1	269X1	SARA LN	PAIGE CIR	EAST END	LOCAL	E	E	2	AC	650	38	26,800	73	4/3/18	Type I REAS Slurry	\$11,792
2023-23	318	1	318X1	VIA BALBOA	CALLE CARMEL	END	LOCAL	E	E	2	AC	300	33	9,900	58	4/3/18	1.5" AC Overlay	\$21,780
2023-25	121	1	121X1	EMPTY SADDLE DR	NELLIE GAIL RD	SPOTTED PONY LN	LOCAL	E	A	2	AC	1,880	36	67,680	79	4/4/18	Type I REAS Slurry	\$31,133
2023-25	150	1	150X1	HIGHWOOD CIR	ROCKING HORSE LN	NORTH END	LOCAL	E	A	2	AC	805	40	34,300	76	4/4/18	1.5" AC Overlay	\$79,919
2023-25	25	10	25X10	NELLIE GAIL RD	OSO PKWY	LANE MERGE	LOCAL	E	A	1	AC	983	20	22,724	59	4/4/18	1.5" AC Overlay	\$52,947
2023-25	25	11	25X11	NELLIE GAIL RD	ROCKING HORSE LN	EMPTY SADDLE DR	LOCAL	E	A	2	AC	611	38	23,218	76	4/4/18	1.5" AC Overlay	\$54,098
2023-25	25	12	25X12	NELLIE GAIL RD	LOST COLT DR	MOULTON PKWY	LOCAL	E	A	1	AC	575	19	10,925	61	4/4/18	1.5" AC Overlay	\$25,455
2023-25	25	13	25X13	NELLIE GAIL RD	LOST COLT DR	RED LODGE PL	LOCAL	E	A	2	AC	645	40	25,800	74	4/4/18	1.5" AC Overlay	\$60,114
2023-25	25	14	25X14	NELLIE GAIL RD	RED LODGE PL	ROCKING HORSE LN	LOCAL	E	A	2	AC	1,606	40	64,240	78	4/4/18	Type I REAS Slurry	\$29,550
2023-25	25	15	25X15	NELLIE GAIL RD	ROAD SPLIT	EMPTY SADDLE DR	LOCAL	E	A	2	AC	321	38	12,198	74	4/4/18	1.5" AC Overlay	\$28,421
2023-25	25	17	25X17	NELLIE GAIL RD	LANE MERGE	OSO PKWY	LOCAL	E	A	1	AC	968	20	20,480	67	4/4/18	1.5" AC Overlay	\$47,718
2023-25	246	1	246X1	RED BARN CIR	NELLIE GAIL RD	WEST END	LOCAL	E	A	2	AC	165	33	7,195	75	4/12/18	1.5" AC Overlay	\$16,764
2023-25	248	1	248X1	RED LODGE PL	NELLIE GAIL RD	WEST END	LOCAL	E	A	2	AC	685	40	29,500	73	4/12/18	1.5" AC Overlay	\$68,735
2023-25	255	1	255X1	ROCKRIDGE RD	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AC	995	36	37,920	83	4/12/18	Type I REAS Slurry	\$17,443
2023-25	284	1	284X1	SPOTTED PONY LN	EAST END	WEST END	LOCAL	E	A	2	AC	955	39	39,345	76	4/4/18	1.5" AC Overlay	\$94,674
2023-25	322	1	322X1	WAGON WHEEL DR	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AC	785	36	30,360	71	4/4/18	1.5" AC Overlay	\$70,739
2023-25	65	1	65X1	BOONE PL	CADALLAC DR	SOUTH END	LOCAL	E	D	2	AC	170	43	9,410	84	10/18/17	Type I REAS Slurry	\$4,329
2023-25	78	1	78X1	CALIFIA DR	MACKENZIE ST	LA SUEN RD	LOCAL	E	D	2	AC	865	36	30,890	74	10/18/17	1.5" AC Overlay	\$71,974
2023-25	86	2	86X2	CHAMPLAIN RD	GRISSOM RD	LAPAZ RD	LOCAL	E	D	2	AC	1,260	33	41,580	79	4/5/18	Type I REAS Slurry	\$19,127
2023-25	112	3	112X3	EARHART RD	DE SALLE DR	ERISCON WY	LOCAL	E	D	2	AC	240	33	7,920	79	4/12/18	Type I REAS Slurry	\$3,643
2023-25	112	4	112X4	EARHART RD	ERISCON WY	LAS BOLSA S ST	LOCAL	E	D	2	AC	255	33	8,415	84	4/5/18	Type I REAS Slurry	\$3,871
2023-25	115	1	115X1	EL DORADO DR	STAGE COACH DR	PRESIDIO DR	LOCAL	E	D	2	AC	860	33	28,380	84	10/18/17	Type I REAS Slurry	\$13,055
2023-25	127	1	127X1	EVERGREEN RD	OAK LEAF RD	FIR LN	LOCAL	E	D	2	AC	800	37	29,600	74	4/5/18	1.5" AC Overlay	\$68,968
2023-25	145	1	145X1	GRISSOM RD	PIKE RD	LA PAZ RD	LOCAL	E	D	2	AC	125	33	4,125	81	4/5/18	Type I REAS Slurry	\$1,898
2023-25	145	2	145X2	GRISSOM RD	BARENTS ST	EAST END	LOCAL	E	D	2	AC	925	35	32,375	74	10/18/17	1.5" AC Overlay	\$75,434
2023-25	145	4	145X4	GRISSOM RD	MACKENZIE ST	WEST END	LOCAL	E	D	2	AC	535	36	19,260	83	4/5/18	Type I REAS Slurry	\$8,860
2023-25	161	1	161X1	KNOTTY PINE RD	MCKINTYRE ST	MACKENZIE ST	LOCAL	E	D	2	AC	525	33	17,325	83	4/5/18	Type I REAS Slurry	\$7,970

FY	Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp Date	Maint. Type	Total \$
2023-25	168	1	168X1	LA SUEN RD	CALIFIA DR	PIKE RD	LOCAL	E	D	2	AC	1,000	36	36,000	83	10/18/17	Type I REAS Slurry	\$16,560
2023-25	207	1	207X1	MODOC DR	PADUA DR	SOUTH END	LOCAL	E	D	2	AC	475	37	19,675	76	10/18/17	1.5" AC Overlay	\$45,843
2023-25	219	1	219X1	OAK LEAF RD	SPRUCE LN	EVERGREEN RD	LOCAL	E	D	2	AC	860	37	31,820	76	4/5/18	1.5" AC Overlay	\$74,141
2023-25	233	1	233X1	PIKE RD	LA SUEN RD	MACKENZIE ST	LOCAL	E	D	2	AC	962	33	31,746	74	10/18/17	1.5" AC Overlay	\$73,968
2023-25	236	1	236X1	PINEWOOD LN	WEST END	OAK LEAF RD	LOCAL	E	D	2	AC	235	33	9,855	82	4/5/18	Type I REAS Slurry	\$4,533
2023-25	250	1	250X1	RICKENBACKER RD	PIKE RD	LA PAZ RD	LOCAL	E	D	2	AC	135	33	4,455	75	10/18/17	1.5" AC Overlay	\$10,380
2023-25	285	1	285X1	SPRUCE LN	WEST END	OAK LEAF RD	LOCAL	E	D	2	AC	330	42	15,960	78	4/5/18	Type I REAS Slurry	\$37,187
2023-25	287	1	287X1	STAGE COACH DR	MACKENZIE ST	EL DORADO DR	LOCAL	E	D	2	AC	625	37	23,125	84	10/18/17	Type I REAS Slurry	\$10,636
2023-25	313	2	313X2	VELASQUEZ RD	MAWSON DR	EARHART	LOCAL	E	D	2	AC	288	33	9,504	83	4/5/18	Type I REAS Slurry	\$4,372
2023-25	328	1	328X1	WHITE ALDER LN	MONTYRE ST	OAK LEAF RD	LOCAL	E	D	2	AC	435	37	16,095	80	4/5/18	Type I REAS Slurry	\$7,404
																		\$1,238,862

XII. APPENDIX B – COMPLETE STREET LISTING CURRENT CONDITIONS

City of Laguna Hills, CA
Pavement Condition Index (PCI) Report - All Streets
Sorted by Rank, Name Order (A-Z)

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
MPAH (Arterials / Collectors)															
4	1	4X1	ALICIA PKWY	ALISO HILLS DR	MOULTON PKWY	MAJOR	B	C	3	AAC	1,354	42	61,418	100	10/11/17
4	10	4X10	ALICIA PKWY	CITY LIMITS	MOULTON PKWY	MAJOR	B	C	3	AAC	1,363	42	57,246	100	10/11/17
4	11	4X11	ALICIA PKWY	ALISO HILLS DR	VIA LOMAS	MAJOR	B	E	3	AC	832	42	38,244	92	10/11/17
4	12	4X12	ALICIA PKWY	PASEO DE VALENCIA	VIA LOMAS	MAJOR	B	E	3	AC	1,700	42	76,400	86	4/12/18
4	13	4X13	ALICIA PKWY	PASEO DE VALENCIA	WILKES PL	MAJOR	B	E	3	AC	1,728	42	76,976	85	4/12/18
4	14	4X14	ALICIA PKWY	HON AVE	COSTEAU ST	MAJOR	B	E	3	AC	911	42	39,972	90	10/11/17
4	15	4X15	ALICIA PKWY	COSTEAU ST	WILKES PL	MAJOR	B	E	3	AC	1,714	42	73,878	90	10/11/17
4	16	4X16	ALICIA PKWY	HON AVE	I-5	MAJOR	B	E	3	AC	848	48	43,224	90	10/11/17
4	2	4X2	ALICIA PKWY	MOULTON PKWY	W. CITY LIMITS	MAJOR	B	C	3	AAC	1,306	42	60,602	100	10/11/17
4	3	4X3	ALICIA PKWY	COSTEAU ST	HON AVE	MAJOR	B	E	3	AC	925	42	41,550	90	10/11/17
4	4	4X4	ALICIA PKWY	VIA LOMAS	PASEO DE VALENCIA	MAJOR	B	E	3	AC	1,720	42	79,160	87	4/12/18
4	5	4X5	ALICIA PKWY	VIA LOMAS	ALISO HILLS DR	MAJOR	B	E	3	AC	843	42	35,406	89	10/11/17
4	6	4X6	ALICIA PKWY	WILKES PL	COSTEAU ST	MAJOR	B	E	3	AC	1,744	42	74,184	86	4/12/18
4	7	4X7	ALICIA PKWY	WILKES PL	PASEO DE VALENCIA	MAJOR	B	E	3	AC	1,722	42	76,124	89	10/11/17
4	8	4X8	ALICIA PKWY	I-5	HON AVE	MAJOR	B	E	3	AC	793	42	33,306	82	10/11/17
4	9	4X9	ALICIA PKWY	MOULTON PKWY	ALISO HILLS DR	MAJOR	B	C	3	AAC	1,362	42	67,204	100	10/11/17
6	1	6X1	AVENIDA DE LA CARLOTA	EL TORO RD	ADJACENT I-5	SECONDARY	B	E	2	AAC	2,912	37	111,116	67	4/5/18
6	10	6X10	AVENIDA DE LA CARLOTA	ADJACENT I-5	EL TORO RD	SECONDARY	B	E	2	AC	2,917	37	107,929	74	4/5/18
6	11	6X11	AVENIDA DE LA CARLOTA	RIDGE ROUTE DR	COMMERCE CENTER	SECONDARY	B	F	2	AC	792	29	22,968	81	11/2/17
6	12	6X12	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	RIDGE ROUTE DR	SECONDARY	B	F	2	AC	3,049	38	93,770	89	10/25/17
6	13	6X13	AVENIDA DE LA CARLOTA	COMMERCE CENTER	PLAZA POINTE DR	SECONDARY	B	F	2	AC	2,453	29	71,137	75	11/2/17
6	14	6X14	AVENIDA DE LA CARLOTA	PLAZA POINTE DR	LAKE FOREST DR	SECONDARY	B	F	2	AC	585	60	35,100	80	11/2/17
6	2	6X2	AVENIDA DE LA CARLOTA	RIDGE ROUTE DR	PASEO DE VALENCIA	SECONDARY	B	F	2	AC	3,051	38	94,388	79	10/25/17
6	3	6X3	AVENIDA DE LA CARLOTA	LAKE FOREST DR	PLAZA POINTE DR	SECONDARY	B	F	2	AC	689	30	20,670	74	11/2/17
6	4	6X4	AVENIDA DE LA CARLOTA	COMMERCE CENTER	RIDGE ROUTE DR	SECONDARY	B	F	2	AC	794	29	23,026	77	11/2/17
6	5	6X5	AVENIDA DE LA CARLOTA	PLAZA POINTE DR	COMMERCE CENTER	SECONDARY	B	F	2	AC	2,408	29	69,832	77	11/2/17
6	6	6X6	AVENIDA DE LA CARLOTA	ADJACENT I-5	LOS ALISOS BLVD	SECONDARY	B	F	2	AC	1,090	40	43,600	63	4/5/18
6	7	6X7	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	EL TORO RD	SECONDARY	B	F	2	AAC	656	40	26,240	90	11/2/17
6	8	6X8	AVENIDA DE LA CARLOTA	EL TORO RD	PASEO DE VALENCIA	SECONDARY	B	F	2	AC	642	40	25,680	96	11/2/17
6	9	6X9	AVENIDA DE LA CARLOTA	LOS ALISOS BLVD	ADJACENT I-5	SECONDARY	B	E	2	AC	1,126	40	45,040	77	4/5/18
8	1	8X1	CABOT RD	EL PASEO	PASEO DE VALENCIA	SECONDARY	B	B	2	AC	2,808	40	130,008	90	10/4/17
8	10	8X10	CABOT RD	EL PASEO	HITCHING RAIL RD	SECONDARY	B	B	2	AC	557	40	22,280	91	10/4/17
8	11	8X11	CABOT RD	RAPID FALLS RD	N. CITY LIMITS	PRIMARY	B	A	2	AC	163	40	6,520	62	4/4/18
8	12	8X12	CABOT RD	PASEO DE VALENCIA	LA PAZ RD	SECONDARY	B	D	2	AC	2,604	32	83,103	88	10/4/17
8	13	8X13	CABOT RD	N. CITY LIMITS	RAPID FALLS RD	PRIMARY	B	A	2	AC	174	40	6,960	61	4/4/18
8	14	8X14	CABOT RD	RAPID FALLS RD	S. CITY LIMITS	PRIMARY	B	A	2	AC	812	40	32,480	99	4/4/18
8	2	8X2	CABOT RD	S. CITY LIMITS	RAPID FALLS DR	PRIMARY	B	A	2	AC	787	40	31,480	99	4/4/18
8	3	8X3	CABOT RD	OSO PKWY	S. CITY LIMITS	PRIMARY	B	B	2	AC	830	40	34,320	100	10/4/17
8	4	8X4	CABOT RD	PASEO DE VALENCIA	EL PASEO	SECONDARY	B	B	2	AC	2,803	40	112,120	90	10/4/17
8	5	8X5	CABOT RD	OSO PKWY	HITCHING RAIL RD	SECONDARY	B	B	2	AC	294	40	11,760	93	10/4/17
8	6	8X6	CABOT RD	HITCHING RAIL RD	EL PASEO	SECONDARY	B	B	2	AC	560	40	23,440	90	10/4/17
8	7	8X7	CABOT RD	LA PAZ RD	PASEO DE VALENCIA	SECONDARY	B	D	2	AC	2,640	32	84,255	88	10/4/17
8	8	8X8	CABOT RD	S. CITY LIMITS	OSO PKWY	PRIMARY	B	B	2	AC	854	40	34,160	100	10/4/17
8	9	8X9	CABOT RD	HITCHING RAIL RD	OSO PKWY	SECONDARY	B	B	2	AC	294	40	11,760	92	10/4/17
13	1	13X1	EL TORO RD	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA	MAJOR	B	F	3	AC	1,498	36	66,980	97	11/2/17
13	2	13X2	EL TORO RD	I-5	AVENIDA DE LA CARLOTA	PRINCIPAL	B	F	3	AC	555	54	29,970	96	11/2/17

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City of Laguna Hills, CA
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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
13	3	13X3	EL TORO RD	AVENIDA DE LA CARLOTA	I-5	PRINCIPAL	B	F	3	AC	570	63	30,780	97	11/2/17
13	4	13X4	EL TORO RD	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	MAJOR	B	F	3	AC	1,412	36	61,542	97	11/2/17
14	2	14X2	GREENFIELD DR	S. CITY LIMITS	SR 73	SECONDARY	B	A	3	AC	379	41	15,539	91	4/4/18
14	3	14X3	GREENFIELD DR	SR 73	S. CITY LIMITS	SECONDARY	B	A	3	AC	387	41	15,867	90	4/4/18
18	1	18X1	LA PAZ RD	MOULTON PKWY	ALAMEDA AVE	PRIMARY	B	C	2	AC	2,228	40	90,760	76	3/29/18
18	10	18X10	LA PAZ RD	ALAMEDA AVE	GALLUP CIR	PRIMARY	B	C	2	AC	3,188	40	127,520	86	3/29/18
18	11	18X11	LA PAZ RD	ALISO HILLS DR	GALLUP CIR	PRIMARY	B	C	2	AC	2,180	40	93,500	74	3/29/18
18	12	18X12	LA PAZ RD	ALAMEDA AVE	MOULTON PKWY	PRIMARY	B	C	2	AC	930	40	37,200	78	3/29/18
18	13	18X13	LA PAZ RD	MOULTON PKWY	W. CITY LIMITS	MAJOR	B	C	3	AC	840	50	42,000	70	4/3/18
18	14	18X14	LA PAZ RD	PASEO DE VALENCIA	ALISO HILLS DR	PRIMARY	B	C	2	AC	2,068	40	82,720	74	4/12/18
18	15	18X15	LA PAZ RD	MC INTYRE ST	CHAMPLAIN RD	PRIMARY	B	D	2	AC	1,015	30	33,250	69	4/5/18
18	16	18X16	LA PAZ RD	I-5	CABOT RD	PRIMARY	B	D	2	AC	444	31	15,064	96	4/5/18
18	17	18X17	LA PAZ RD	CABOT RD	MC INTYRE ST	PRIMARY	B	D	2	AC	836	30	28,080	87	4/5/18
18	18	18X18	LA PAZ RD	CHAMPLAIN RD	PASEO DE VALENCIA	PRIMARY	B	D	2	AC	962	30	30,860	76	4/5/18
18	2	18X2	LA PAZ RD	W. CITY LIMITS	MOULTON PKWY	MAJOR	B	C	3	AC	809	50	37,378	66	4/3/18
18	3	18X3	LA PAZ RD	ALISO HILLS DR	PASEO DE VALENCIA	PRIMARY	B	C	2	AC	2,062	40	82,480	78	10/18/17
18	4	18X4	LA PAZ RD	CHAMPLAIN RD	MC INTYRE ST	PRIMARY	B	D	2	AC	979	30	30,720	71	4/12/18
18	5	18X5	LA PAZ RD	CABOT RD	I-5	PRIMARY	B	D	2	AC	458	31	14,198	96	4/5/18
18	6	18X6	LA PAZ RD	MC INTYRE ST	CABOT RD	PRIMARY	B	D	2	AC	877	30	29,458	79	4/5/18
18	7	18X7	LA PAZ RD	PASEO DE VALENCIA	CHAMPLAIN RD	PRIMARY	B	D	2	AC	944	30	29,320	81	4/5/18
18	8	18X8	LA PAZ RD	GALLUP CIR	ALAMEDA AVE	PRIMARY	B	C	2	AC	3,234	40	129,360	81	3/29/18
18	9	18X9	LA PAZ RD	GALLUP CIR	ALISO HILLS DR	PRIMARY	B	C	2	AC	910	40	36,400	77	3/29/18
19	1	19X1	LAGUNA HILLS DR	INDIAN HILL LN	PASEO DE VALENCIA	PRIMARY	B	E	2	AC	2,661	33	101,570	89	4/2/18
19	3	19X3	LAGUNA HILLS DR	MOULTON PKWY	EAST END OF BRIDGE	PRIMARY	B	E	2	AC	414	33	15,374	93	4/2/18
19	4	19X4	LAGUNA HILLS DR	EAST END OF BRIDGE	INDIAN HILL LN	PRIMARY	B	E	2	AC	639	33	22,788	93	4/2/18
19	6	19X6	LAGUNA HILLS DR	PASEO DE VALENCIA	INDIAN HILL LN	PRIMARY	B	E	2	AC	2,645	33	102,790	90	4/2/18
19	7	19X7	LAGUNA HILLS DR	WEST END OF BRIDGE	MOULTON PKWY	PRIMARY	B	E	2	AC	465	33	22,935	90	4/2/18
19	8	19X8	LAGUNA HILLS DR	INDIAN HILL LN	EAST END OF BRIDGE	PRIMARY	B	E	2	AC	613	33	20,841	90	4/2/18
20	1	20X1	LAKE FOREST DR	W CITY LIMITS	SANTA VITTORIA DR	MAJOR	B	F	3	AC	888	59	52,392	84	11/2/17
20	10	20X10	LAKE FOREST DR	AVENIDA DE LA CARLOTA	E. CITY LIMITS	MAJOR	B	F	3	AC	1,603	43	71,429	74	11/2/17
20	11	20X11	LAKE FOREST DR	SANTA VITTORIA DR	MILL CREEK DR	MAJOR	B	F	3	AC	589	38	22,382	78	11/2/17
20	12	20X12	LAKE FOREST DR	TRITON WY	MILL CREEK DR	MAJOR	B	F	3	AC	843	48	46,864	76	11/2/17
20	13	20X13	LAKE FOREST DR	MOULTON PKWY	TRITON WY	MAJOR	B	F	3	AC	954	46	49,884	78	11/2/17
20	14	20X14	LAKE FOREST DR	MOULTON PKWY	DEL LAGO DR	MAJOR	B	F	3	AC	914	45	52,110	82	11/2/17
20	2	20X2	LAKE FOREST DR	AVENIDA DE LA CARLOTA	DEL LAGO DR	MAJOR	B	F	3	AC	818	59	50,426	92	11/2/17
20	3	20X3	LAKE FOREST DR	E. CITY LIMITS	AVENIDA DE LA CARLOTA	MAJOR	B	F	3	AC	1,603	44	73,205	74	11/2/17
20	4	20X4	LAKE FOREST DR	MILL CREEK DR	SANTA VITTORIA DR	MAJOR	B	F	3	AC	585	44	27,450	67	11/2/17
20	5	20X5	LAKE FOREST DR	MILL CREEK DR	TRITON WY	MAJOR	B	F	3	AC	847	40	38,020	65	11/2/17
20	6	20X6	LAKE FOREST DR	TRITON WY	MOULTON PKWY	MAJOR	B	F	3	AC	949	44	58,226	70	11/2/17
20	7	20X7	LAKE FOREST DR	DEL LAGO DR	MOULTON PKWY	MAJOR	B	F	3	AC	431	51	20,172	97	11/2/17
20	8	20X8	LAKE FOREST DR	SANTA VITTORIA DR	W CITY LIMITS	MAJOR	B	F	3	AC	918	50	45,900	85	11/2/17
20	9	20X9	LAKE FOREST DR	DEL LAGO DR	AVENIDA DE LA CARLOTA	MAJOR	B	F	4	AC	1,457	38	62,836	99	4/2/18
21	1	21X1	LOS ALISOS BLVD	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA	MAJOR	B	E	3	AAC	757	28	26,596	98	4/2/18
21	2	21X2	LOS ALISOS BLVD	AVENIDA DE LA CARLOTA	I-5 OVERPASS	MAJOR	B	E	3	AAC	699	28	24,972	98	4/2/18
21	3	21X3	LOS ALISOS BLVD	I-5 OVERPASS	AVENIDA DE LA CARLOTA	MAJOR	B	E	2	AAC	1,482	40	66,752	98	4/2/18
21	4	21X4	LOS ALISOS BLVD	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	MAJOR	B	E	3	AAC	674	50	36,988	90	4/3/18
23	1	23X1	MOULTON PKWY	INDIAN CIRCLE LN	W. CITY LIMITS	SMART STREET 6 LANE	B	E	3	AC	721	42	33,762	79	4/3/18
23	10	23X10	MOULTON PKWY	NORTH END OF BRIDGE	LAGUNA HILLS DR	SMART STREET 6 LANE	B	E	3	AC	1,570	50	83,360	91	10/25/17
23	12	23X12	MOULTON PKWY	EL PACIFICO DR	LAKE FOREST DR	SMART STREET 6 LANE	B	F	3	AC	1,570	50	83,360	91	10/25/17

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp Date
23	13	23X13	MOULTON PKWY	SANTA MARIA AVE	RIDGE ROUTE DR	SMART STREET 6 LANE	B	F	3	AC	1,357	48	74,733	93	10/25/17
23	14	23X14	MOULTON PKWY	SR 73	NELLIE GAIL RD	SMART STREET 6 LANE	B	A	3	AC	335	54	18,090	84	4/12/18
23	15	23X15	MOULTON PKWY	NELLIE GAIL RD	OSO PKWY	SMART STREET 6 LANE	B	A	3	AC	963	48	53,544	67	4/3/18
23	16	23X16	MOULTON PKWY	OSO PKWY	LA PAZ RD	SMART STREET 6 LANE	B	B	3	AC	1,384	36	60,758	64	4/3/18
23	18	23X18	MOULTON PKWY	EL PACIFICO DR	RIDGE ROUTE DR	SMART STREET 6 LANE	B	F	3	AC	1,539	50	76,950	94	10/25/17
23	19	23X19	MOULTON PKWY	LAKE FOREST DR	EL PACIFICO DR	SMART STREET 6 LANE	B	F	3	AC	1,559	50	76,710	90	10/25/17
23	2	23X2	MOULTON PKWY	ALISO CREEK BRIDGE	INDIAN HILL LN	SMART STREET 6 LANE	B	E	3	AC	681	42	29,249	78	4/3/18
23	20	23X20	MOULTON PKWY	LA PAZ RD	MANDEVILLE DR	SMART STREET 6 LANE	B	C	3	AC	1,598	48	79,864	70	4/3/18
23	21	23X21	MOULTON PKWY	VIA LOMAS	ALICIA PKWY	SMART STREET 6 LANE	B	C	3	AC	795	49	38,545	71	4/3/18
23	22	23X22	MOULTON PKWY	ALICIA PKWY	MANDEVILLE DR	SMART STREET 6 LANE	B	C	3	AC	1,566	48	89,868	74	4/3/18
23	23	23X23	MOULTON PKWY	NELLIE GAIL RD	S. CITY LIMITS	SMART STREET 6 LANE	B	A	3	AC	220	48	10,560	84	4/12/18
23	24	23X24	MOULTON PKWY	OSO PKWY	NELLIE GAIL RD	SMART STREET 6 LANE	B	A	3	AC	908	52	49,206	69	4/3/18
23	25	23X25	MOULTON PKWY	LA PAZ RD	OSO PKWY	SMART STREET 6 LANE	B	B	3	AC	1,391	52	76,092	67	4/3/18
23	26	23X26	MOULTON PKWY	INDIAN HILL LN	SOUTH END OF BRIDGE	SMART STREET 6 LANE	B	E	3	AC	857	40	34,280	77	4/3/18
23	27	23X27	MOULTON PKWY	INDIAN HILL LN	VIA LOMAS	SMART STREET 6 LANE	B	E	3	AC	1,010	41	44,035	79	4/3/18
23	28	23X28	MOULTON PKWY	LAGUNA HILLS DR	NORTH END OF BRIDGE	SMART STREET 6 LANE	B	E	3	AC	611	33	35,913	80	4/3/18
23	29	23X29	MOULTON PKWY	W. CITY LIMITS	INDIAN CIRCLE LN	SMART STREET 6 LANE	B	E	3	AC	585	38	22,230	81	4/3/18
23	3	23X3	MOULTON PKWY	LAGUNA HILLS DR	INDIAN CIRCLE LN	SMART STREET 6 LANE	B	E	3	AC	1,821	40	89,578	79	4/3/18
23	30	23X30	MOULTON PKWY	INDIAN CIRCLE LN	LAGUNA HILLS DR	SMART STREET 6 LANE	B	E	3	AC	1,798	38	75,364	78	4/3/18
23	4	23X4	MOULTON PKWY	RIDGE ROUTE DR	SANTA MARIA AVE	SMART STREET 6 LANE	B	F	3	AC	1,361	48	65,328	92	10/25/17
23	5	23X5	MOULTON PKWY	RIDGE ROUTE DR	EL PACIFICO DR	SMART STREET 6 LANE	B	F	3	AC	1,539	50	76,950	92	10/25/17
23	6	23X6	MOULTON PKWY	MANDEVILLE DR	LA PAZ RD	SMART STREET 6 LANE	B	C	3	AC	1,619	48	85,170	75	4/3/18
23	7	23X7	MOULTON PKWY	ALICIA PKWY	VIA LOMAS	SMART STREET 6 LANE	B	C	3	AC	830	49	49,625	69	4/3/18
23	8	23X8	MOULTON PKWY	MANDEVILLE DR	ALICIA PKWY	SMART STREET 6 LANE	B	C	3	AC	1,487	48	71,990	71	4/3/18
23	9	23X9	MOULTON PKWY	VIA LOMAS	INDIAN HILL LN	SMART STREET 6 LANE	B	E	3	AC	1,037	42	48,013	69	4/3/18
27	1	27X1	OSO PKWY	NOTTINGHAM CT	BRIDLEWOOD DR	MAJOR	B	B	3	AC	2,153	42	94,326	69	4/4/18
27	10	27X10	OSO PKWY	NELLIE GAIL RD	WEST HAVEN DR	MAJOR	B	B	3	AC	2,388	43	102,684	77	4/5/18
27	11	27X11	OSO PKWY	E. CITY LIMITS	CABOT RD	MAJOR	B	B	3	AC	207	47	9,729	96	4/5/18
27	12	27X12	OSO PKWY	TOMBSTONE RD	CABOT RD	MAJOR	B	B	3	AC	365	54	19,710	67	4/4/18
27	13	27X13	OSO PKWY	NELLIE GAIL RD	NOTTINGHAM RD	MAJOR	B	B	3	AC	1,176	43	50,568	74	4/4/18
27	14	27X14	OSO PKWY	NOTTINGHAM CT	NELLIE GAIL RD	MAJOR	B	B	3	AC	1,176	43	50,568	75	4/5/18
27	15	27X15	OSO PKWY	BRIDLEWOOD DR	TOMBSTONE RD	MAJOR	B	B	3	AC	2,225	42	93,450	68	4/4/18
27	16	27X16	OSO PKWY	TOMBSTONE RD	BRIDLEWOOD DR	MAJOR	B	B	3	AC	2,225	42	93,450	73	4/5/18
27	2	27X2	OSO PKWY	MOULTON PKWY	WEST HAVEN DR	MAJOR	B	B	3	AC	744	43	34,852	77	4/4/18
27	3	27X3	OSO PKWY	MOULTON PKWY	W. CITY LIMITS	MAJOR	B	B	5	AC	209	68	14,212	95	4/5/18
27	4	27X4	OSO PKWY	WEST HAVEN DR	NELLIE GAIL RD	MAJOR	B	B	3	AC	2,357	43	105,251	78	4/4/18
27	5	27X5	OSO PKWY	CABOT RD	E. CITY LIMITS	MAJOR	B	B	3	AC	207	47	9,729	96	4/5/18
27	6	27X6	OSO PKWY	CABOT RD	TOMBSTONE RD	MAJOR	B	B	3	AC	410	54	20,580	72	4/5/18
27	7	27X7	OSO PKWY	W. CITY LIMITS	MOULTON PKWY	MAJOR	B	B	3	AC	209	40	8,360	95	4/5/18
27	8	27X8	OSO PKWY	BRIDLEWOOD DR	MOULTON PKWY	MAJOR	B	B	3	AC	2,116	42	88,872	74	4/5/18
27	9	27X9	OSO PKWY	WEST HAVEN DR	MOULTON PKWY	MAJOR	B	B	3	AC	746	43	36,230	80	4/5/18
28	1	28X1	PASEO DE VALENCIA	CALLE DE LA MAGDALENA	HEALTH CENTER DR	MAJOR	B	E	2	AC	1,139	34	41,246	68	4/2/18
28	10	28X10	PASEO DE VALENCIA	KENNINGTON DR	LOS ALISOS BLVD	MAJOR	B	E	2	AC	1,233	35	52,484	65	4/2/18
28	11	28X11	PASEO DE VALENCIA	CABOT RD	PINE NUT RD	SECONDARY	B	D	2	AAC	784	29	22,736	100	10/4/17
28	12	28X12	PASEO DE VALENCIA	HILLARY LN	VELASQUEZ RD	MAJOR	B	D	2	AC	1,021	38	38,798	89	10/11/17
28	13	28X13	PASEO DE VALENCIA	LA PAZ RD	ERICSON WY	MAJOR	B	D	2	AC	1,049	38	39,862	90	10/11/17
28	14	28X14	PASEO DE VALENCIA	PINE NUT RD	MACKENZIE ST	SECONDARY	B	D	2	AAC	827	29	23,983	100	10/4/17
28	15	28X15	PASEO DE VALENCIA	VELASQUEZ RD	ERICSON WY	MAJOR	B	D	2	AC	1,092	38	41,496	85	10/11/17
28	16	28X16	PASEO DE VALENCIA	SUNBURST AVE	ALICIA PKWY	MAJOR	B	D	2	AC	1,187	38	49,594	88	10/11/17

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
28	17	28X17	PASEO DE VALENCIA	HILLARY LN	SUNBURST AVE	MAJOR	B	D	2	AC	465	38	17,670	85	10/11/17
28	18	28X18	PASEO DE VALENCIA	PINE NUT RD	CABOT RD	SECONDARY	B	D	2	AAC	777	29	22,533	100	10/4/17
28	19	28X19	PASEO DE VALENCIA	ALICIA PKWY	SUNBURST AVE	MAJOR	B	D	2	AC	1,271	38	48,298	87	10/11/17
28	2	28X2	PASEO DE VALENCIA	EL TORO RD	CALLE DE LA PLATA	MAJOR	B	E	2	AC	1,040	40	44,800	71	4/2/18
28	20	28X20	PASEO DE VALENCIA	SUNBURST AVE	HILLARY LN	MAJOR	B	D	2	AC	475	38	18,050	91	10/11/17
28	21	28X21	PASEO DE VALENCIA	VELASQUEZ RD	HILLARY LN	MAJOR	B	D	2	AC	988	38	37,544	87	10/11/17
28	22	28X22	PASEO DE VALENCIA	ERICSON WY	VELASQUEZ RD	MAJOR	B	D	2	AC	1,063	38	40,394	88	10/11/17
28	23	28X23	PASEO DE VALENCIA	ERICSON WY	LA PAZ RD	MAJOR	B	D	2	AAC	1,032	38	39,216	86	10/11/17
28	24	28X24	PASEO DE VALENCIA	ALICIA PKWY	LAGUNA HILLS DR	MAJOR	B	E	3	AC	1,515	52	64,470	72	4/2/18
28	25	28X25	PASEO DE VALENCIA	MACKENZIE ST	LA PAZ RD	SECONDARY	B	D	2	AAC	1,488	29	43,152	100	10/4/17
28	26	28X26	PASEO DE VALENCIA	LA PAZ RD	MACKENZIE ST	SECONDARY	B	D	2	AAC	1,468	29	42,572	100	10/4/17
28	27	28X27	PASEO DE VALENCIA	HEALTH CENTER DR	CALLE DE LA MAGDALENA	MAJOR	B	E	3	AC	1,088	40	43,520	61	4/12/18
28	28	28X28	PASEO DE VALENCIA	EL TORO RD	AVE DE LA CARLOTA	SECONDARY	B	F	3	AC	1,267	41	51,947	85	10/25/17
28	29	28X29	PASEO DE VALENCIA	LOS ALISOS BLVD	HEALTH CENTER DR	MAJOR	B	E	3	AC	1,733	45	72,120	67	4/2/18
28	3	28X3	PASEO DE VALENCIA	CALLE DE LA PLATA	CALLE DE LA MAGDALENA	MAJOR	B	E	2	AC	742	36	31,880	66	4/12/18
28	30	28X30	PASEO DE VALENCIA	CALLE DE LA PLATA	EL TORO RD	MAJOR	B	E	2	AC	1,008	40	46,248	70	4/2/18
28	31	28X31	PASEO DE VALENCIA	CALLE DE LA MAGDALENA	CALLE DE LA PLATA	MAJOR	B	E	3	AC	1,559	34	52,196	72	4/2/18
28	32	28X32	PASEO DE VALENCIA	LAGUNA HILLS DR	BECKENHAM ST	MAJOR	B	E	3	AC	570	34	19,380	67	4/5/18
28	33	28X33	PASEO DE VALENCIA	BECKENHAM ST	KENNINGTON DR	MAJOR	B	E	3	AC	1,287	34	45,390	73	4/2/18
28	34	28X34	PASEO DE VALENCIA	LOS ALISOS BLVD	KENNINGTON DR	MAJOR	B	E	3	AC	1,303	38	44,499	79	4/12/18
28	4	28X4	PASEO DE VALENCIA	AVE DE LA CARLOTA	EL TORO RD	SECONDARY	B	F	2	AC	1,605	52	82,865	65	4/2/18
28	5	28X5	PASEO DE VALENCIA	LAGUNA HILLS DR	ALICIA PKWY	MAJOR	B	E	3	AC	1,267	29	23,983	100	10/4/17
28	6	28X6	PASEO DE VALENCIA	MACKENZIE ST	PINE NUT RD	SECONDARY	B	D	2	AAC	827	29	23,983	100	10/4/17
28	7	28X7	PASEO DE VALENCIA	BECKENHAM ST	LAGUNA HILLS DR	MAJOR	B	E	3	AC	1,554	34	56,604	72	4/5/18
28	8	28X8	PASEO DE VALENCIA	KENNINGTON DR	BECKENHAM ST	MAJOR	B	E	2	AC	571	35	21,985	75	4/12/18
28	9	28X9	PASEO DE VALENCIA	HEALTH CENTER DR	LOS ALISOS BLVD	MAJOR	B	E	3	AC	1,667	45	68,300	74	4/2/18
33	1	33X1	RIDGE ROUTE DR	PERALTA DR	EAST TO WIDENING	PRIMARY	B	F	2	AAC	1,635	50	81,750	98	10/25/17
33	10	33X10	RIDGE ROUTE DR	AVENIDA DE LA CARLOTA	NARROWS	PRIMARY	B	F	2	AC	1,000	26	28,800	98	10/25/17
33	2	33X2	RIDGE ROUTE DR	MILL CREEK DR	MOULTON PKWY	SECONDARY	B	F	2	AC	767	40	30,680	73	10/25/17
33	3	33X3	RIDGE ROUTE DR	PERALTA DR	WEST TO WIDENING	PRIMARY	B	F	2	AAC	1,816	45	67,792	98	10/25/17
33	4	33X4	RIDGE ROUTE DR	SANTA VITTORIA DR	MILL CREEK DR	SECONDARY	B	F	2	AC	2,443	40	97,720	37	10/25/17
33	5	33X5	RIDGE ROUTE DR	NARROWS	MOULTON PKWY	PRIMARY	B	F	2	AAC	468	40	18,720	98	10/25/17
33	6	33X6	RIDGE ROUTE DR	MOULTON PKWY	NARROWS	PRIMARY	B	F	2	AAC	470	40	18,800	98	10/25/17
33	7	33X7	RIDGE ROUTE DR	MOULTON PKWY	MILL CREEK DR	SECONDARY	B	F	2	AC	767	40	30,680	70	4/13/18
33	8	33X8	RIDGE ROUTE DR	MILL CREEK DR	SANTA VITTORIA DR	SECONDARY	B	F	2	AC	2,448	40	97,920	41	10/25/17
33	9	33X9	RIDGE ROUTE DR	NARROWS	AVE DE LA CARLOTA	PRIMARY	B	F	2	AAC	1,047	40	38,380	98	10/25/17
36	1	36X1	SANTA MARIA AVE	VIA VISTA	W CITY LIMITS	SECONDARY	B	F	2	AC	950	30	28,500	91	11/2/17
36	2	36X2	SANTA MARIA AVE	W CITY LIMITS	VIA VISTA	SECONDARY	B	F	2	AC	979	30	29,370	91	11/2/17
37	1	37X1	SANTA VITTORIA DR	LANE MERGE	RIDGE ROUTE DR	COLLECTOR	B	F	1	AC	332	22	7,304	93	10/25/17
37	10	37X10	SANTA VITTORIA DR	RIDGE ROUTE DR	LANE MERGE	COLLECTOR	B	F	1	AC	342	22	7,524	95	10/25/17
37	12	37X12	SANTA VITTORIA DR	RIDGE ROUTE DR	LANE MERGE	COLLECTOR	B	F	1	AC	285	22	6,270	94	10/25/17
37	13	37X13	SANTA VITTORIA DR	SANTA MARIA AVE	BARBERA	COLLECTOR	B	F	2	AC	1,095	36	39,420	93	10/25/17
37	14	37X14	SANTA VITTORIA DR	BARBERA	AVENIDA DEL SOL	COLLECTOR	B	F	2	AC	793	36	28,548	95	10/25/17
37	15	37X15	SANTA VITTORIA DR	AVENIDA DEL SOL	SAN REMO DR	COLLECTOR	B	F	2	AC	513	36	18,468	95	10/25/17
37	16	37X16	SANTA VITTORIA DR	SAN REMO DR	LANE MERGE	COLLECTOR	B	F	2	AC	670	36	24,120	92	10/25/17
37	2	37X2	SANTA VITTORIA DR	LANE MERGE	BRIDGE	COLLECTOR	B	F	2	AC	173	49	7,525	96	10/25/17
37	4	37X4	SANTA VITTORIA DR	CMTO COSTA	BRIDGE	COLLECTOR	B	F	2	AC	876	38	33,288	96	10/25/17
37	5	37X5	SANTA VITTORIA DR	LANE MERGE	CMTO COSTA	COLLECTOR	B	F	2	AC	1,250	38	47,500	97	10/25/17
37	6	37X6	SANTA VITTORIA DR	BASSANO EAST	LAKE FOREST DR	COLLECTOR	B	F	1	AC	370	22	8,140	90	10/25/17

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Branch ID	Section ID	ContID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
37	7	37X7	SANTA VITTORIA DR	LAKE FOREST DR	BASSANO	COLLECTOR	B	F	1	AC	392	22	8,624	88	10/25/17
37	8	37X8	SANTA VITTORIA DR	LANE MERGE	BASSANO EAST	COLLECTOR	B	F	1	AC	419	22	9,218	92	10/25/17
37	9	37X9	SANTA VITTORIA DR	BASSANO EAST	LANE MERGE	COLLECTOR	B	F	1	AC	401	22	8,822	93	10/25/17
Locals															
41	1	41X1	ABILENE CIR	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AAC	410	38	17,680	100	8/1/14
42	1	42X1	ADAMO	SORESINA	END	LOCAL	E	F	2	AC	308	35	9,280	81	4/13/18
1	1	1X1	ALAMEDA AVE	DEL MONTE ST	ALISO HILLS DR	LOCAL	E	C	2	AC	474	38	18,012	82	3/29/18
1	2	1X2	ALAMEDA AVE	EL PRADO ST	DEL MONTE ST	LOCAL	E	C	2	AC	730	38	27,740	81	3/29/18
1	3	1X3	ALAMEDA AVE	EL PRADO ST	ELENA DR	LOCAL	E	C	2	AC	637	38	24,206	82	3/29/18
1	4	1X4	ALAMEDA AVE	ELENA DR	MONTE ROYALE ST	LOCAL	E	C	2	AC	771	38	29,298	83	3/29/18
1	5	1X5	ALAMEDA AVE	LA PAZ RD	MONTE ROYALE ST	LOCAL	E	C	2	AC	449	38	17,062	84	3/29/18
43	1	43X1	ALCALDE DR	VERDUGO DR	PERALTA DR	LOCAL	E	F	2	AC	1,560	43	67,630	96	10/25/17
44	1	44X1	ALISAL AVE	SARITA DR	LINDA VISTA DR	LOCAL	E	C	2	AC	970	33	32,010	58	4/2/18
44	2	44X2	ALISAL AVE	LINDA VISTA DR	PASEO DE VALENCIA	LOCAL	E	C	2	AC	120	37	4,440	74	4/2/18
5	1	5X1	ALISO HILLS DR	LA CIENEGA ST	SIERRA BONITA DR	LOCAL	E	C	2	AC	753	38	28,614	85	3/29/18
5	2	5X2	ALISO HILLS DR	LA PAZ RD	LUNA BONITA DR	LOCAL	E	C	2	AC	453	38	17,214	90	3/29/18
5	3	5X3	ALISO HILLS DR	LUNA BONITA DR	LA SERRA ST	LOCAL	E	C	2	AC	1,689	38	64,182	87	3/29/18
5	4	5X4	ALISO HILLS DR	LA SERRA ST	MENDOCINO AV	LOCAL	E	C	2	AC	763	38	28,994	83	3/29/18
5	5	5X5	ALISO HILLS DR	MENDOCINO AV	LA CIENEGA ST	LOCAL	E	C	2	AC	992	38	37,696	83	3/29/18
5	6	5X6	ALISO HILLS DR	ALICIA PKWY	LA CIENEGA ST	LOCAL	E	C	2	AC	713	38	27,094	87	3/29/18
45	1	45X1	ALTA LOMAT CT	SANTA ROSA AVE	EAST END	LOCAL	E	C	2	AC	460	37	19,120	64	3/29/18
46	1	46X1	ALTAMIRA DR	ALEMEDA AVE	BUENA VISTA DR	LOCAL	E	C	2	AC	400	37	14,800	62	3/29/18
47	1	47X1	AMALIA ST	VOLANDA ST	CARMEL ST	LOCAL	E	C	2	AC	210	33	6,930	93	4/3/18
48	1	48X1	ANACAPA ST	SAN PEDRO AVE	EL PRADO ST	LOCAL	E	C	2	AC	770	33	25,410	67	3/29/18
49	1	49X1	ANACADE DR	VISTA VIEJO N CNR	NORTH END	LOCAL	E	A	2	AAC	890	35	33,250	100	8/1/14
50	1	50X1	ANCONA	TREVISIO	END	LOCAL	E	F	2	AC	306	35	9,760	89	11/2/17
51	1	51X1	ANDREA ST	LUPITA ST	NORTH END	LOCAL	E	C	2	AC	272	39	12,708	89	4/3/18
51	2	51X2	ANDREA ST	LUPITA ST	SOUTH END	LOCAL	E	C	2	AC	269	39	12,591	87	4/3/18
345	1	345X1	ANVIL CIR	FARRIER CIR	NORTH END	LOCAL	E	B	2	AC	707	33	25,431	91	10/4/17
52	1	52X1	APPALOOSA PL	MUSTANG DR N CNR	LA PAZ RD S CNR	LOCAL	E	B	2	AC	240	35	8,400	94	4/4/18
53	1	53X1	ASHLAND DR	KENNINGTON DR	WEYBURN DR	LOCAL	E	E	2	AC	1,175	37	43,475	67	4/12/18
55	1	55X1	AVENIDA AVALON	VIA BALBOA	SOUTH END	LOCAL	E	E	2	AC	210	33	9,030	70	4/3/18
6	15	6X15	AVENIDA DE LA CARLOTA	LOS ALISOS BL S CNR	CHRISTINA CT N CNR	LOCAL	E	E	2	AC	155	34	4,830	100	4/2/18
56	1	56X1	BARBERA	SANTA VITTORIA	MARSALA	LOCAL	E	F	2	AC	303	39	11,817	91	11/2/17
56	2	56X2	BARBERA	MARSALA	PESARO	LOCAL	E	F	2	AC	1,179	39	45,981	86	11/2/17
57	1	57X1	BARENTS ST	HILLARY LN	GRISSOM RD	LOCAL	E	D	2	AC	1,300	33	42,900	85	10/18/17
57	2	57X2	BARENTS ST	WILKES PL	HILLARY LN	LOCAL	E	D	2	AAC	135	33	4,455	100	8/1/14
57	3	57X3	BARENTS ST	WILKES PL	EAST END	LOCAL	E	D	2	AAC	1,310	36	49,260	100	8/1/12
58	1	58X1	BARKSTONE LN	VISTA VIEJO	NORTH END	LOCAL	E	A	2	AAC	660	36	25,860	100	8/1/14
59	1	59X1	BAUTISTA DR	PADUA DR	SOUTH END	LOCAL	E	D	2	AC	455	33	17,115	100	10/18/17
60	1	60X1	BEARGRASS CIR	LOST COLT DR	SOUTH END	LOCAL	E	A	2	AC	165	33	7,545	99	4/12/18
61	1	61X1	BECKENHAM ST	PASEO DE VALENCIA	ACACIA LN	LOCAL	E	E	2	AC	1,063	36	38,268	69	4/2/18
61	2	61X2	BECKENHAM ST	ACACIA LN	WILKES PL	LOCAL	E	E	2	AC	591	36	21,276	75	4/12/18
62	1	62X1	BENTLEY LN	ALICIA PKWY	EAST END	LOCAL	E	D	2	AAC	1,555	38	61,190	100	8/1/12
63	1	63X1	BIANCO	MARSALA	END	LOCAL	E	F	2	AC	348	35	10,680	86	11/2/17
64	1	64X1	BLACK HORSE LN	LOST COLT DR	EAST END	LOCAL	E	A	2	AAC	850	36	32,700	100	8/1/12
65	1	65X1	BOONE PL	CADALLAC DR	SOUTH END	LOCAL	E	D	2	AC	170	43	9,410	84	10/18/17

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66	1	66X1	BOOTHILL CT	DILLION RD	WEST END	LOCAL	E	A	2	AAC	475	38	20,550	100	8/1/14
67	1	67X1	BOOTSTRAP PL	GALLUP CIR	WEST END	LOCAL	E	B	2	AC	175	44	9,800	90	10/4/17
68	1	68X1	BRADFORD LN	NOTTINGHAM CT	NORTH END	LOCAL	E	A	2	AAC	225	41	11,325	100	8/1/12
69	1	69X1	BRIDLEWOOD DR	FLINTLOCK LN	NELLIE GAIL RD	LOCAL	E	B	2	AC	490	39	19,110	91	10/11/17
69	2	69X2	BRIDLEWOOD DR	OSO PKWY	LAUREL CREST DR	LOCAL	E	A	2	AAC	1,250	38	47,500	100	8/1/12
69	3	69X3	BRIDLEWOOD DR	OSO PKWY	SADDLE ROCK PL	LOCAL	E	B	2	AC	220	36	7,920	91	10/11/17
69	4	69X4	BRIDLEWOOD DR	LAUREL CREST DR	MEADOW CREST DR	LOCAL	E	A	2	AAC	791	38	30,058	100	8/1/12
69	5	69X5	BRIDLEWOOD DR	SADDLE ROCK PL	FLINTLOCK LN	LOCAL	E	B	2	AC	755	41	30,955	93	10/11/17
69	6	69X6	BRIDLEWOOD DR	MEADOW CREST DR	VISTA VIEJO	LOCAL	E	A	2	AAC	1,476	38	56,088	100	8/1/12
70	1	70X1	BROKEN BIT LN	BUCKSKIN DR	SOUTH END	LOCAL	E	B	2	AC	785	36	30,360	86	4/4/18
71	1	71X1	BUCKBOARD LN	BUCKSKIN DR	STENSON PL	LOCAL	E	B	2	AC	1,217	39	47,463	55	4/12/18
71	2	71X2	BUCKBOARD LN	STENSON PL	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,691	39	65,949	66	4/4/18
72	1	72X1	BUCKLESTONE CT	NELLIE GAIL RD	NORTH END	LOCAL	E	B	2	AC	350	39	15,750	87	10/4/17
73	1	73X1	BUCKSKIN DR	NELLIE GAIL RD	SILVER SADDLE LN	LOCAL	E	B	2	AC	1,329	39	51,831	68	4/4/18
73	2	73X2	BUCKSKIN DR	SILVER SADDLE LN	MUSTANG DR	LOCAL	E	B	2	AC	904	39	35,256	69	4/4/18
73	3	73X3	BUCKSKIN DR	MUSTANG DR	BUCKBOARD LN	LOCAL	E	B	2	AC	1,001	39	39,039	57	4/4/18
74	1	74X1	BUENA VISTA DR	LOS GATOS DR	NORTH END	LOCAL	E	C	2	AC	1,130	38	45,040	66	3/29/18
75	1	75X1	CADILLAC DR	GRISOM RD	HILLARY LN	LOCAL	E	D	2	AAC	970	33	32,010	100	8/1/14
76	1	76X1	CAJON DR	WELLS FARGO DR	COSTEAU DR	LOCAL	E	D	2	AC	560	37	20,720	96	4/12/18
77	1	77X1	CALERO AVE	LA MIRADA ST	EL CONEJO LN	LOCAL	E	C	2	AC	290	33	9,570	80	4/2/18
78	1	78X1	CALIFIA DR	MACKENZIE ST	LA SUEN RD	LOCAL	E	D	2	AC	865	36	30,890	74	10/18/17
79	1	79X1	CALLE CARMEL	HENDON ST	SOUTH END	LOCAL	E	E	2	AC	570	26	16,570	53	4/3/18
80	1	80X1	CAMBERWELL ST	HON AVE	HENDON ST	LOCAL	E	E	2	AC	1,103	37	40,811	88	10/18/17
80	2	80X2	CAMBERWELL ST	HENDON	COUSTEU ST	LOCAL	E	E	2	AC	607	37	22,459	86	10/18/17
81	1	81X1	CARLSON CT	LAUREL CREST DR	EAST END	LOCAL	E	A	2	AAC	135	33	4,455	94	4/12/18
82	1	82X1	CARMEL ST	SOUTH END	NORTH END	LOCAL	E	C	2	AC	865	35	34,475	92	4/3/18
83	1	83X1	CAROL LN	JULIE AVE	EAST END	LOCAL	E	E	2	AC	430	37	17,660	76	4/3/18
84	1	84X1	CATANIA	CREMONA	END	LOCAL	E	F	2	AC	255	35	7,425	86	11/2/17
85	1	85X1	CEDARBLUFF TER	WOODBUFF RD	EAST END	LOCAL	E	A	2	AAC	845	35	31,675	100	8/1/14
86	1	86X1	CHAMPLAIN RD	EARHART RD	VESPUCCI RD	LOCAL	E	D	2	AAC	830	35	30,050	100	8/1/12
86	2	86X2	CHAMPLAIN RD	GRISOM RD	LAPAZ RD	LOCAL	E	D	2	AC	1,260	33	41,580	79	4/5/18
86	3	86X3	CHAMPLAIN RD	PIKE RD	CHARLEMAGNE RD	LOCAL	E	D	2	AAC	725	33	24,475	100	8/1/12
86	4	86X4	CHAMPLAIN RD	CHAMPLAIN RD	END	LOCAL	E	D	2	AC	114	33	5,862	97	4/5/18
87	1	87X1	CHAPARREL PL	NELLIE GAIL RD	SOUTH END	LOCAL	E	B	2	AC	155	46	8,630	80	10/11/17
88	1	88X1	CHARLEMAGNE RD	CHAMPLAIN RD	DE SALLE ST	LOCAL	E	D	2	AAC	535	33	18,155	100	8/1/12
89	1	89X1	CHELSEA LN	NOTTINGHAM CT	SOUTH END	LOCAL	E	A	2	AAC	310	33	12,330	100	8/1/14
90	1	90X1	CHRISTINA CT	EAST END	WEST END	LOCAL	E	E	2	AAC	1,050	36	39,900	100	4/2/18
91	1	91X1	CLARINGTON DR	WEYBURN DR	KENNINGTON DR	LOCAL	E	E	2	AC	1,265	37	46,805	65	4/2/18
92	1	92X1	COACH SPRINGS LN	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AC	500	38	21,100	99	4/4/18
93	1	93X1	COLONNA	SORESINA	PESARO	LOCAL	E	F	2	AC	570	35	19,950	86	11/2/17
9	1	9X1	COMMERCE CENTER DR	AVE DE LA CARLOTA	END	LOCAL	E	F	2	AC	983	46	47,718	98	10/25/17
95	1	95X1	COSTEAU CT	COSTEAU ST	NORTH END	LOCAL	E	E	2	AC	110	49	5,390	86	10/18/17
95	2	95X2	COSTEAU CT	COSTEAU ST	NORTH END	LOCAL	E	E	2	AC	115	48	5,520	87	10/18/17
96	1	96X1	COSTEAU DR	ALICIA PKWY	CAJON DR	LOCAL	E	D	2	AC	1,980	36	71,280	88	10/18/17
97	1	97X1	COSTEAU ST	COSTEAU DR	BECKENHAM ST	LOCAL	E	E	2	AC	1,650	36	59,400	85	10/18/17
98	1	98X1	CREEK DR	LINDA VISTA DR	SOUTH END	LOCAL	E	C	2	AC	780	35	29,400	67	4/2/18
99	1	99X1	CREEKVIEW DR	WEST END	CHRISTINA CT	LOCAL	E	E	2	AAC	1,315	34	46,460	100	4/2/18
100	1	100X1	CREMONA	TARANTO	END	LOCAL	E	F	2	AC	319	35	10,215	81	4/13/18
101	1	101X1	CRESTA CT	CREEKVIEW DR	NORTH END	LOCAL	E	E	2	AAC	160	33	7,030	100	4/2/18

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
102	1	102X1	DAPPLE GREY DR	NELLIE GAIL DR S CNR	WILD VIEW TER	LOCAL	E	B	2	AC	667	34	22,678	85	10/11/17
102	2	102X2	DAPPLE GREY DR	WILD VIEW TER	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,624	34	55,216	93	10/11/17
103	1	103X1	DE SALLE ST	MACKENZIE ST	EARHART RD	LOCAL	E	D	2	AAC	1,200	33	40,600	100	8/1/12
103	2	103X2	DE SALLE ST	EARHART RD	GRISSOM RD	LOCAL	E	D	2	AAC	1,239	33	40,887	100	8/1/12
104	1	104X1	DEL LAGO DR	ALCALDE DR	LA CADENA DR	LOCAL	E	F	2	AC	1,160	44	51,040	96	10/25/17
104	2	104X2	DEL LAGO DR	LA CADENA DR	LAKE FOREST DR	LOCAL	E	F	2	AC	870	64	55,680	95	10/25/17
105	1	105X1	DEL MONTE ST	ALAMEDA AVE	LA CUESTA AVE	LOCAL	E	C	2	AC	950	37	35,150	69	3/29/18
106	1	106X1	DEPUTY CIR	DILLION RD	SOUTH END	LOCAL	E	A	2	AAC	1,245	34	44,430	100	8/1/14
107	1	107X1	DERBY CIR	WILKES PL	WEST END	LOCAL	E	E	2	AC	490	37	20,230	89	10/18/17
108	1	108X1	DERBYHILL DR	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AAC	1,140	38	43,320	100	8/1/14
109	1	109X1	DESERT TRAIL	NELLIE GAIL DR	SOUTH END	LOCAL	E	B	2	AC	525	37	21,525	91	10/4/17
110	1	110X1	DEVONSHIRE RD	FALLING LEAF DR	NOTTINGHAM CT	LOCAL	E	A	2	AAC	900	37	33,300	100	8/1/12
111	1	111X1	DILLION RD	LOST TRAIL DR	EAST END	LOCAL	E	A	2	AAC	1,840	38	74,420	100	8/1/14
112	1	112X1	EARHART RD	BARENTS ST	VELASQUEZ RD	LOCAL	E	D	2	AAC	862	37	31,894	100	8/1/12
112	2	112X2	EARHART RD	DE SALLE DR	CHAMPLAIN RD	LOCAL	E	D	2	AAC	485	33	16,555	100	8/1/12
112	3	112X3	EARHART RD	ERICSON WY	ERICSON WY	LOCAL	E	D	2	AC	240	33	7,920	79	4/12/18
112	4	112X4	EARHART RD	ERICSON WY	LAS BOLSAS ST	LOCAL	E	D	2	AC	255	33	8,415	84	4/5/18
112	5	112X5	EARHART RD	VELASQUEZ RD	LAS BOLSAS ST	LOCAL	E	D	2	AAC	1,168	37	43,216	100	8/1/12
112	6	112X6	EARHART RD	EARHART RD	SOUTH END	LOCAL	E	D	2	AAC	118	33	5,994	100	8/1/14
113	1	113X1	EL CAPITAN LN	CREEK DR	LARGO DR	LOCAL	E	C	2	AC	880	33	29,040	84	4/2/18
114	1	114X1	EL CONEJO LN	LINDA VISTA DR	CALERO AVE	LOCAL	E	C	2	AC	930	33	30,690	86	4/2/18
115	1	115X1	EL DORADO DR	STAGE COACH DR	PRESDIO DR	LOCAL	E	D	2	AC	860	33	28,380	84	10/18/17
116	1	116X1	EL PACIFICO DR	VERDUGO DR	END	LOCAL	E	F	2	AC	235	43	12,205	97	10/25/17
116	2	116X2	EL PACIFICO DR	MOULTON PKWY	VERDUGO DR	LOCAL	E	F	2	AC	300	64	19,200	96	10/25/17
117	1	117X1	EL PRADO ST	ALAMEDA AVE	SAN PEDRO AVE	LOCAL	E	C	2	AC	810	37	29,970	57	3/29/18
118	1	118X1	EL SEGUNDO ST	ALISO HILLS DR	NORTH END	LOCAL	E	C	2	AC	570	36	22,620	69	3/29/18
348	1	348X1	ELDERBROOK LN	WOODBUFF RD	SOUTH END	LOCAL	E	A	2	AAC	160	33	7,380	100	8/1/14
119	1	119X1	ELENA DR	LOS GATOS DR	ALAMEDA AVE	LOCAL	E	C	2	AC	535	37	19,795	51	3/29/18
120	1	120X1	ELM BANK DR	DEVONSHIRE RD	WEST END	LOCAL	E	A	2	AAC	510	37	20,970	100	8/1/14
121	1	121X1	EMPTY SADDLE DR	NELLIE GAIL RD	SPOTTED PONY LN	LOCAL	E	A	2	AC	1,880	36	67,680	79	4/4/18
122	1	122X1	ENCANTO CT	LUNA BONITA DR	SOUTH END	LOCAL	E	C	2	AC	280	39	13,020	73	3/29/18
123	1	123X1	ERICSON WY	COSTEAU DR	EARHART RD	LOCAL	E	D	2	AC	1,105	37	40,885	90	10/18/17
123	2	123X2	ERICSON WY	EARHART RD	PASEO DE VALENCIA	LOCAL	E	D	2	AC	1,393	37	51,541	88	10/18/17
124	1	124X1	ERNESTINE CT	LINDA FLORA ST	NORTH END	LOCAL	E	C	2	AC	475	37	19,675	66	3/29/18
125	1	125X1	EUCALYPTUS DR	WOODBUFF RD	EAST END	LOCAL	E	A	2	AAC	340	32	12,980	100	8/1/14
126	1	126X1	EVA ST	LUPITA ST	YOLANDA ST	LOCAL	E	C	2	AC	950	33	31,350	91	4/3/18
127	1	127X1	EVERGREEN RD	OAK LEAF RD	FIR LN	LOCAL	E	D	2	AC	800	37	29,600	74	4/5/18
128	1	128X1	EXPRESS DR	EL DORADO DR	WEST END	LOCAL	E	D	2	AC	600	36	23,700	85	10/18/17
129	1	129X1	FAIRCOURT LN	WOODBUFF RD	EAST END	LOCAL	E	A	2	AAC	565	36	22,440	100	8/1/14
130	1	130X1	FALLING LEAF DR	DEVONSHIRE RD	WOODBUFF RD	LOCAL	E	A	2	AAC	1,670	37	61,790	100	8/1/14
131	1	131X1	FARGO RD	ROCKRIDGE RD	SOUTH END	LOCAL	E	A	2	AAC	535	37	21,895	100	8/1/14
344	1	344X1	FARRIER CIR	MUSTANG DR	NORTH END	LOCAL	E	B	2	AC	571	33	20,943	91	10/4/17
132	1	132X1	FIR LN	EVERGREEN RD	TREE TOP RD	LOCAL	E	D	2	AAC	250	37	9,250	100	8/1/12
133	1	133X1	FLETCHER PL	LAUREL CREST DR	EAST END	LOCAL	E	A	2	AAC	270	40	12,550	100	8/1/14
134	1	134X1	FLINTLOCK LN	BRIDLEWOOD DR	NORTH END	LOCAL	E	B	2	AC	1,015	36	38,640	88	10/4/17
135	1	135X1	FORMELLO	BARBERA	END	LOCAL	E	F	2	AC	378	35	9,930	86	11/2/17
136	1	136X1	GALLUP CIR	LA PAZ RD	RANGEWOOD RD	LOCAL	E	B	2	AC	1,908	39	74,412	89	10/4/17
136	2	136X2	GALLUP CIR	RANGEWOOD RD	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,034	37	38,258	93	10/4/17
137	1	137X1	GENOVA	PALERMO	END	LOCAL	E	F	2	AC	562	35	18,170	88	11/2/17

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138	1	138X1	GEORGIA SUE DR	JORIE DR	EAST END	LOCAL	E	E	2	AC	1,365	37	50,505	80	4/3/18
139	1	139X1	GLEN CANYON DR	NELLIE GAIL RD	SOUTH END	LOCAL	E	B	2	AC	1,985	38	75,430	91	10/4/17
139	2	139X2	GLEN CANYON DR	BRIDLEWOOD DR	END	LOCAL	E	B	2	AC	146	33	6,918	92	10/4/17
140	1	140X1	GOLD DUST LN	HIDDEN TRAIL RD	SOUTH END	LOCAL	E	A	2	AAC	910	36	34,860	100	8/1/14
141	1	141X1	GOLDEN ROD CIR	MAGNOLIA CT	EAST END	LOCAL	E	A	2	AAC	85	63	5,905	100	8/1/14
142	1	142X1	GORDON RD	MOULTON PKWY	IMPERIAL DR	LOCAL	E	C	2	AC	450	37	18,750	57	4/3/18
143	1	143X1	GRAVINO	PESARO	END	LOCAL	E	F	2	AC	280	35	8,300	83	4/13/18
346	1	346X1	GREEN HILLS LN	WOODBUFF RD	RAIN TREE RD	LOCAL	E	A	2	AAC	597	33	19,701	100	8/1/14
14	1	14X1	GREENFIELD DR	SR 73 RAMPS	HIDDEN TRAIL RD	LOCAL	E	A	2	AAC	794	38	31,116	100	8/1/12
144	1	144X1	GRISSOM CIR	HILLARY LN	WEST END	LOCAL	E	D	2	AC	120	47	5,640	99	10/18/17
145	1	145X1	GRISSOM RD	PIKE RD	LA PAZ RD	LOCAL	E	D	2	AC	125	33	4,125	81	4/5/18
145	2	145X2	GRISSOM RD	BARENTS ST	EAST END	LOCAL	E	D	2	AC	925	35	32,375	74	10/18/17
145	3	145X3	GRISSOM RD	LAS BOLSAS ST	WILKES PL	LOCAL	E	D	2	AAC	1,785	33	59,905	100	8/1/14
145	4	145X4	GRISSOM RD	MACKENZIE ST	WEST END	LOCAL	E	D	2	AC	535	36	19,260	83	4/5/18
145	5	145X5	GRISSOM RD	ERICSON WY	PIKE RD	LOCAL	E	D	2	AC	1,000	35	35,000	91	10/18/17
145	6	145X6	GRISSOM RD	GRISSOM RD	NORTH END	LOCAL	E	D	2	AC	132	33	6,456	86	4/5/18
146	1	146X1	HARRINGTON CT	NOTTINGHAM CT	NORTH END	LOCAL	E	A	2	AAC	395	38	17,110	100	8/1/14
147	1	147X1	HARTOG ST	VELASQUEZ RD	NORTH END	LOCAL	E	D	2	AAC	875	31	27,125	100	8/1/14
351	1	351X1	HEALTH CENTER DR	PASEO DE VALENCIA	CALLE DE LA LOUISA	LOCAL	E	E	2	AC	760	20	15,200	58	4/12/18
351	2	351X2	HEALTH CENTER DR	CALLE DE LA LOUISA	PASEO DE VALENCIA	LOCAL	E	E	2	AC	769	20	15,380	66	4/12/18
148	1	148X1	HENDON ST	COSTEAU ST	CAMBERWELL ST	LOCAL	E	E	2	AC	1,255	33	41,415	82	10/18/17
148	2	148X2	HENDON ST	CAMBERWELL ST	CALLE CARMEL	LOCAL	E	E	2	AC	500	37	18,500	71	10/18/17
342	1	342X1	HIDDEN TRAIL RD	GREENFIELD DR	PINESTRAP CIR	LOCAL	E	A	2	AAC	1,612	38	61,256	100	8/1/12
342	2	342X2	HIDDEN TRAIL RD	PINESTRAP CIR	DERBYHILL DR	LOCAL	E	A	2	AAC	1,580	38	60,040	100	8/1/12
342	3	342X3	HIDDEN TRAIL RD	DERBYHILL DR	STAGELINE DR	LOCAL	E	A	2	AAC	1,392	38	52,696	100	8/1/12
342	4	342X4	HIDDEN TRAIL RD	STAGELINE DR	NELLIE GAIL RD	LOCAL	E	B	2	AC	515	37	21,155	94	10/4/17
149	1	149X1	HIGHPLAINS TER	GLEN CANYON DR	EAST END	LOCAL	E	A	2	AC	805	40	34,300	76	4/4/18
150	1	150X1	HIGHWOOD CIR	ROCKING HORSE LN	NORTH END	LOCAL	E	B	2	AC	1,150	39	44,850	89	10/4/17
151	1	151X1	HILLARY LN	BARENTS ST	PASEO DE VALENCIA	LOCAL	E	D	2	AAC	1,050	37	38,850	100	8/1/14
152	1	152X1	HITCHING RAIL RD	PRIARESTONE DR	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,150	39	44,850	89	10/4/17
152	2	152X2	HITCHING RAIL RD	CABOT RD	TOMBSTONE RD	LOCAL	E	B	2	AC	430	39	16,770	89	10/4/17
152	3	152X3	HITCHING RAIL RD	TOMBSTONE RD	PRIARESTONE DR	LOCAL	E	B	2	AC	1,410	39	54,990	89	10/4/17
15	1	15X1	HON AVE	ALICIA PKWY	CAMBERWELL ST	LOCAL	E	E	2	AC	777	27	20,979	88	10/18/17
15	2	15X2	HON AVE	CAMBERWELL ST	ALICIA PKWY	LOCAL	E	E	1	AC	829	37	30,673	86	10/18/17
15	3	15X3	HON AVE	CAMBERWELL ST	GEORGIA SUE	LOCAL	E	E	2	AC	1,482	33	48,906	83	10/18/17
343	1	343X1	HORSESHOE CIR	RED CORRAL RD	SOUTH END	LOCAL	E	B	2	AC	396	33	15,168	94	10/4/17
154	1	154X1	HOUSTON TRAIL	NELLIE GAIL RD	SOUTH END	LOCAL	E	B	2	AC	860	36	30,960	92	10/11/17
16	1	16X1	INDIAN HILL LN	MOULTON PKWY	ASH CREEK LN	LOCAL	E	E	2	AC	662	38	26,066	90	4/3/18
16	2	16X2	INDIAN HILL LN	LAGUNA HILLS DR	OWL HILL LN	LOCAL	E	E	2	AC	485	38	18,080	87	4/3/18
16	3	16X3	INDIAN HILL LN	OWL HILL LN	ASH CREEK LN	LOCAL	E	E	2	AC	909	38	34,542	88	4/3/18
155	1	155X1	IRONWOOD DR	GREEN HILLS LN	MIDDLEBRIDGE LN	LOCAL	E	A	2	AAC	900	33	29,700	100	8/1/14
156	1	156X1	JORIE DR	WEYBURN DR	GEORGIA SUE	LOCAL	E	E	2	AC	490	37	20,230	53	4/3/18
157	1	157X1	JULIE AVE	HON AVE	SARA LN	LOCAL	E	E	2	AC	740	37	27,380	75	4/3/18
158	1	158X1	KATIE AVE	JULIE AVE	EAST END	LOCAL	E	E	2	AC	435	37	18,195	72	4/3/18
159	1	159X1	KENNINGTON DR	PASEO DE VALENCIA	CLARINGTON DR	LOCAL	E	E	2	AC	200	37	7,400	84	4/2/18
160	1	160X1	KIM CIR	GEORGIA SUE DR	SOUTH END	LOCAL	E	E	2	AC	450	37	18,400	75	4/3/18
161	1	161X1	KNOTTY PINE RD	MCINTYRE ST	MACKENZIE ST	LOCAL	E	D	2	AC	525	33	17,325	83	4/5/18
17	1	17X1	LA CADENA DR	PERALTA DR	DEL LAGO DR	LOCAL	E	F	2	AC	541	40	21,640	95	10/25/17
17	2	17X2	LA CADENA DR	VERDUGO DR	DEL LAGO DR	LOCAL	E	F	2	AC	709	40	28,360	97	10/25/17

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163	1	163X1	LA CIENEGA ST	RIO GRANDE AVE	SIERRA BONITA DR	LOCAL	E	C	2	AC	1,160	37	42,920	75	3/29/18
163	2	163X2	LA CIENEGA ST	LA CIENEGA ST	ALISO HILLS DR	LOCAL	E	C	2	AC	130	37	4,810	68	3/29/18
164	1	164X1	LA CUESTA AVE	TERRA BELLA AVE	SAUSALITO ST	LOCAL	E	C	2	AC	1,350	33	44,550	74	3/29/18
165	1	165X1	LA HABRA CT	SARITA DR	EAST END	LOCAL	E	C	2	AC	330	33	12,990	69	4/2/18
166	1	166X1	LA MIRADA ST	ALISAL LN	LINDA VISTA DR	LOCAL	E	C	2	AC	1,375	33	45,375	60	4/2/18
167	1	167X1	LA SERRA ST	ALISO HILLS DR	NORTH END	LOCAL	E	C	2	AC	715	38	29,120	81	3/29/18
168	1	168X1	LA SUEN RD	CALIFIA DR	PIKE RD	LOCAL	E	D	2	AC	1,000	36	36,000	83	10/18/17
169	1	169X1	LARGO DR	WEST END	LINDA VISTA DR	LOCAL	E	C	2	AC	1,430	35	52,150	78	4/2/18
170	1	170X1	LAS ALTURAS AVE	MANDEVILLE DR	MONTE ROYALE ST	LOCAL	E	C	2	AC	1,025	37	37,925	86	3/29/18
171	1	171X1	LAS ALTURAS CT	LAS ALTURAS AVE	EAST END	LOCAL	E	C	2	AC	170	43	9,410	83	3/29/18
172	1	172X1	LAS BOLSAS ST	TASMAN RD	GRISCOM RD	LOCAL	E	D	2	AAC	1,830	33	60,390	100	8/1/12
173	1	173X1	LAURAL CREST DR	BRIDLEWOOD DR	PATTERSON	LOCAL	E	A	2	AAC	1,400	37	51,800	100	8/1/12
174	1	174X1	LINDA FLORA ST	EAST END	EL SEGUNDO ST	LOCAL	E	C	2	AC	890	35	33,250	65	3/29/18
175	1	175X1	LINDA VISTA DR	LARGO DR	ALISAL AVE	LOCAL	E	C	2	AC	1,037	37	38,369	80	4/2/18
175	2	175X2	LINDA VISTA DR	ALISAL AVE	SARITA DR	LOCAL	E	C	2	AC	928	37	34,336	82	4/2/18
176	1	176X1	LIPARI	TERAMO	END	LOCAL	E	F	2	AC	368	35	11,930	84	4/13/18
177	1	177X1	LOMBARDI	PASERO	END	LOCAL	E	F	2	AC	315	35	9,525	89	11/2/17
178	1	178X1	LONE ACRES LN	LOST TRAIL DR	EAST END	LOCAL	E	A	2	AAC	520	37	21,340	100	8/1/14
179	1	179X1	LONE PINE CIR	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AAC	340	38	15,020	100	8/1/14
180	1	180X1	LOS ALAMITOS AVE	MONTE ROYALE ST	MANDEVILLE DR	LOCAL	E	C	2	AC	1,215	37	44,955	78	3/29/18
181	1	181X1	LOS CERROS ST	LA CIENEGA ST	SOUTH END	LOCAL	E	C	2	AC	230	33	9,340	71	3/29/18
182	1	182X1	LOS GATOS DR	BUENA VISTA DR	WEST END	LOCAL	E	C	2	AC	490	39	21,210	73	3/29/18
183	1	183X1	LOST COLT DR	MAVERICK CIR	STAGELINE DR	LOCAL	E	A	2	AAC	905	38	34,390	100	8/1/12
183	2	183X2	LOST COLT DR	STAGELINE DR	BEARGRASS CIR	LOCAL	E	A	2	AAC	1,688	40	67,520	100	8/1/12
183	3	183X3	LOST COLT DR	BEARGRASS CIR	NELLIE GAIL RD	LOCAL	E	A	2	AAC	600	40	24,000	100	8/1/12
184	1	184X1	LOST TRAIL DR	RAPID FALLS RD	DILLION RD	LOCAL	E	C	2	AC	1,880	38	71,440	99	4/12/18
185	1	185X1	LOUISA ST	MOULTON PKWY	WEST END	LOCAL	E	C	2	AC	1,225	33	42,175	89	4/3/18
186	1	186X1	LUNA BONITA DR	LA SERRA ST	ENCANTO CT	LOCAL	E	C	2	AC	662	33	21,846	79	3/29/18
186	2	186X2	LUNA BONITA DR	ENCANTO CT	ALISO HILLS DR	LOCAL	E	C	2	AC	1,549	33	51,117	81	3/29/18
187	1	187X1	LUPITA ST	LOUISA ST	EVA ST	LOCAL	E	C	2	AC	600	33	19,800	87	4/3/18
188	1	188X1	LUTON ST	CAMBERWELL ST	EAST END	LOCAL	E	E	2	AC	380	38	16,540	52	10/18/17
324	1	324X1	MACKENZIE CT	MACKENZIE ST	SOUTH END	LOCAL	E	D	2	AC	85	60	7,200	90	10/18/17
189	1	189X1	MACKENZIE ST	LA PAZ RD	KNOTTY PINE RD	LOCAL	E	D	2	AAC	888	33	29,304	100	8/1/14
189	2	189X2	MACKENZIE ST	KNOTTY PINE RD	LA PAZ RD	LOCAL	E	D	2	AC	919	37	34,003	100	8/1/14
189	3	189X3	MACKENZIE ST	PIKE RD	CALIFIA DR	LOCAL	E	D	2	AC	988	37	36,556	89	10/18/17
189	4	189X4	MACKENZIE ST	CALIFIA DR	COUTEAU DR	LOCAL	E	D	2	AC	1,542	37	57,054	91	10/18/17
190	1	190X1	MADEIRA DR	PADUA DR	SOUTH END	LOCAL	E	D	2	AC	290	33	11,670	100	10/18/17
191	1	191X1	MAGNOLIA CT	FALLING LEAF DR	SOUTH END	LOCAL	E	A	2	AAC	555	33	18,315	100	8/1/14
192	1	192X1	MANDEVILLE DR	EAST END	MOULTON PKWY	LOCAL	E	C	2	AC	1,685	38	66,130	85	3/29/18
193	1	193X1	MAPLE VIEW DR	LAUREL CREST DR	WEST END	LOCAL	E	A	2	AAC	580	36	22,630	100	8/1/14
194	1	194X1	MARIN CT	EL CAPITAN LN	SOUTH END	LOCAL	E	C	2	AC	205	33	8,865	58	4/12/18
195	1	195X1	MARSALA	BARBERA	END	LOCAL	E	F	2	AC	967	39	37,213	85	11/2/17
196	1	196X1	MAVERICK CIR	WESTRIDGE LN	SOUTH END	LOCAL	E	A	2	AAC	290	40	13,700	100	8/1/12
197	1	197X1	MAWSON DR	WILKES PL	VELASQUEZ RD	LOCAL	E	D	2	AAC	911	33	30,063	100	8/1/14
197	2	197X2	MAWSON DR	VELASQUEZ RD	LAS BOLSAS ST	LOCAL	E	D	2	AAC	1,063	33	35,079	100	8/1/14
198	1	198X1	McINTYRE ST	PIKE RD	LA PAZ RD	LOCAL	E	D	2	AC	120	33	3,960	86	10/18/17
198	2	198X2	McINTYRE ST	LA PAZ RD	EVERGREEN RD	LOCAL	E	D	2	AAC	1,500	37	55,500	100	8/1/12
199	1	199X1	MEADOW CREST DR	BRIDLEWOOD DR	NORTH END	LOCAL	E	A	2	AAC	625	36	22,500	100	8/1/12
200	1	200X1	MENDOCINO AVE	ALISO HILLS DR	MENDOCINO CT	LOCAL	E	C	2	AC	130	36	4,680	67	4/12/18

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
201	1	201X1	MENDOCINO CT	WEST END	EAST OF MENDOCINO AVE	LOCAL	E	C	2	AC	1,080	37	44,160	74	3/29/18
202	1	202X1	MESSINA	COLONNA	END	LOCAL	E	F	2	AC	226	35	7,010	86	11/2/17
203	1	203X1	MIDDLERIDGE LN	IRONWOOD DR	WOODBUFF RD	LOCAL	E	A	2	AAC	235	33	7,755	100	8/1/14
204	1	204X1	MILANO	TARANTO	MONTOVA	LOCAL	E	F	2	AC	198	35	6,930	86	11/2/17
22	1	22X1	MILL CREEK DR	LAKE FOREST DR	NORTH END OF BRIDGE	LOCAL	E	F	2	AC	1,064	40	42,560	74	10/25/17
22	2	22X2	MILL CREEK DR	SOUTH END OF BRIDGE	RIDGE ROUTE DR	LOCAL	E	F	2	AC	2,703	40	108,120	72	10/25/17
206	1	206X1	MODINA	FORMELLO	END	LOCAL	E	F	2	AC	296	35	8,860	88	11/2/17
207	1	207X1	MODOC DR	PADUA DR	SOUTH END	LOCAL	E	D	2	AC	475	37	19,675	76	10/18/17
208	1	208X1	MONTE ROYALE ST	ALAMEDA AVE	LOS ALAMITOS AVE	LOCAL	E	C	2	AC	1,225	37	45,325	79	3/29/18
209	1	209X1	MONTOVA	MILANO	END	LOCAL	E	F	2	AC	268	35	7,880	88	11/2/17
210	1	210X1	MOORE OAKS RD	DEVONSHIRE RD	NORTH END	LOCAL	E	A	2	AAC	690	33	24,870	100	8/1/12
211	1	211X1	MORRO CT	TERRA BELLA AVE	WEST END	LOCAL	E	C	2	AC	230	33	9,690	73	3/29/18
212	1	212X1	MT DIABLO RD	GLEN CANYON DR	SOUTH END	LOCAL	E	B	2	AC	1,300	36	48,900	88	10/4/17
213	1	213X1	MUSTANG DR	NELLIE GAIL RD	FARRIER	LOCAL	E	B	2	AC	648	39	25,272	91	10/4/17
213	2	213X2	MUSTANG DR	FARRIER	APPALOOSA PL	LOCAL	E	B	2	AC	1,372	39	53,508	77	10/4/17
213	3	213X3	MUSTANG DR	APPALOOSA PL	BUCKSKIN DR	LOCAL	E	B	2	AC	1,417	39	55,263	78	10/4/17
214	1	214X1	NAPOLI	PALERMO	END	LOCAL	E	F	2	AC	495	35	15,575	87	11/2/17
215	1	215X1	NATAMIA CT	TERRA BELLA AVE	WEST END	LOCAL	E	C	2	AC	210	33	9,030	75	3/29/18
25	1	25X1	NELLIE GAIL RD	OSO PKWY	DAPPLE GREY DR	LOCAL	E	B	1	AC	468	24	11,976	82	10/11/17
25	10	25X10	NELLIE GAIL RD	OSO PKWY	LANE MERGE	LOCAL	E	A	1	AC	983	20	22,724	59	4/4/18
25	11	25X11	NELLIE GAIL RD	ROCKING HORSE LN	EMPTY SADDLE DR	LOCAL	E	A	2	AC	611	38	23,218	76	4/4/18
25	12	25X12	NELLIE GAIL RD	LOST COLT DR	MOULTON PKWY	LOCAL	E	A	1	AC	575	19	10,925	61	4/4/18
25	13	25X13	NELLIE GAIL RD	LOST COLT DR	RED LODGE PL	LOCAL	E	A	2	AC	645	40	25,800	74	4/4/18
25	14	25X14	NELLIE GAIL RD	RED LODGE PL	ROCKING HORSE LN	LOCAL	E	A	2	AC	1,606	40	64,240	78	4/4/18
25	15	25X15	NELLIE GAIL RD	ROAD SPLIT	EMPTY SADDLE DR	LOCAL	E	A	2	AC	321	38	12,198	74	4/4/18
25	16	25X16	NELLIE GAIL RD	MOULTON PKWY	LOST COLT DR	LOCAL	E	A	1	AC	603	20	12,060	86	4/4/18
25	17	25X17	NELLIE GAIL RD	LANE MERGE	OSO PKWY	LOCAL	E	A	1	AC	968	20	20,480	67	4/4/18
25	18	25X18	NELLIE GAIL RD	SHERIFF RD	PRAIRIESTONE DR	LOCAL	E	B	2	AC	704	38	26,752	84	10/4/17
25	19	25X19	NELLIE GAIL RD	BUCKLESTONE CT	SHERIFF RD	LOCAL	E	B	2	AC	849	38	32,262	86	10/4/17
25	2	25X2	NELLIE GAIL RD	DAPPLE GREY DR	BUCKBOARD LN	LOCAL	E	B	2	AC	470	38	19,360	76	10/11/17
25	20	25X20	NELLIE GAIL RD	BUCKLESTONE CT	CABOT RD	LOCAL	E	B	2	AC	758	38	30,388	75	4/12/18
25	21	25X21	NELLIE GAIL RD	NELLIE GAIL RD	RED CORRAL	LOCAL	E	B	2	AC	665	38	25,270	85	10/4/17
25	3	25X3	NELLIE GAIL RD	BUCKBOARD LN	CHAPARRAL PL	LOCAL	E	B	2	AC	1,284	38	48,792	74	4/12/18
25	4	25X4	NELLIE GAIL RD	CHAPARRAL PL	HOUSTON TR	LOCAL	E	B	2	AC	593	38	22,534	81	10/11/17
25	5	25X5	NELLIE GAIL RD	PRAIRIESTONE DR	GLEN CANYON DR	LOCAL	E	B	2	AC	714	38	27,132	87	10/4/17
25	6	25X6	NELLIE GAIL RD	RED CORRAL RD	GALLUP CIR	LOCAL	E	B	2	AC	854	38	32,452	90	10/4/17
25	7	25X7	NELLIE GAIL RD	GLEN CANYON DR	GALLUP CIR	LOCAL	E	B	2	AC	575	38	21,850	87	10/4/17
25	8	25X8	NELLIE GAIL RD	HOUSTON TR	MUSTANG DR	LOCAL	E	B	2	AC	492	38	18,696	73	10/11/17
25	9	25X9	NELLIE GAIL RD	MUSTANG DR	BRIDLEWOOD DR	LOCAL	E	B	2	AC	409	38	15,542	76	4/12/18
216	1	216X1	NORTHUP DR	VELASQUEZ RD	LAS BOLSAZ ST	LOCAL	E	D	2	AAC	1,400	33	46,200	100	8/1/14
217	1	217X1	NOTTINGHAM CT	OSO PKWY	DEVONSHIRE RD	LOCAL	E	A	2	AAC	1,409	38	53,542	100	8/1/12
217	2	217X2	NOTTINGHAM CT	DEVONSHIRE RD	BRADFORD LN	LOCAL	E	A	2	AAC	899	38	34,162	100	8/1/12
218	1	218X1	OAK HOLLOW RD	ELM BANK DR	NORTH END	LOCAL	E	A	2	AAC	180	38	8,940	100	8/1/14
219	1	219X1	OAK LEAF RD	SPRUCE LN	EVERGREEN RD	LOCAL	E	D	2	AC	860	37	31,820	76	4/5/18
220	1	220X1	ORELLANO WY	PIKE RD	NORTH END	LOCAL	E	D	2	AC	870	36	33,420	100	8/1/14
220	2	220X2	ORELLANO WY	ORELLANO WY	END	LOCAL	E	D	2	AC	105	33	5,565	98	4/5/18
221	1	221X1	OROVILLE PL	Mt DIABLO RD	SOUTH END	LOCAL	E	B	2	AC	605	37	24,485	91	10/4/17
222	1	222X1	OVERLAND DR	CAJON DR	WEST END	LOCAL	E	D	2	AC	570	36	22,620	86	10/18/17
223	1	223X1	PADOVA	MARSALA	END	LOCAL	E	F	2	AC	268	35	9,230	87	11/2/17

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
224	1	224X1	PADUA DR	LA SUEN RD	MACKENZIE ST	LOCAL	E	D	2	AC	885	36	31,860	100	10/18/17
225	1	225X1	PAIGE CIR	GEORGIA SUE DR	SOUTH END	LOCAL	E	E	2	AC	675	37	26,725	74	4/3/18
226	1	226X1	PALERMO	SAN REMO DR	TARANTO	LOCAL	E	F	2	AC	964	35	33,490	89	11/2/17
227	1	227X1	PASEO DE ALICIA	ALICIA PKWY	EAST END	LOCAL	E	D	2	AAC	260	60	15,600	100	8/1/12
228	1	228X1	PATRICIA ST	LUPITA ST	EAST END	LOCAL	E	C	2	AC	420	37	17,640	87	4/3/18
229	1	229X1	PATTERSON PL	LAUREL CREST DR	MOORE OAKS RD	LOCAL	E	A	2	AAC	360	37	13,320	100	8/1/12
230	1	230X1	PECOS RD	HITCHING RAIL RD	WEST END	LOCAL	E	B	2	AC	1,220	36	46,020	87	10/4/17
29	1	29X1	PERALTA DR	LA CADENA DR	ALCALDE DR	LOCAL	E	F	2	AC	1,346	40	53,840	96	10/25/17
29	2	29X2	PERALTA DR	ALCALDE DR	RIDGE ROUTE DR	LOCAL	E	F	2	AC	570	40	22,800	96	10/25/17
232	1	232X1	PESARO	SAN REMO DR	END	LOCAL	E	F	2	AC	850	42	32,200	85	11/2/17
233	1	233X1	PIKE RD	LA SUEN RD	MACKENZIE ST	LOCAL	E	D	2	AC	962	33	31,746	74	10/18/17
233	2	233X2	PIKE RD	MACKENZIE ST	GRISOM RD	LOCAL	E	D	2	AAC	1,157	33	38,181	100	8/1/12
234	1	234X1	PINE NUT RD	TREE TOP RD	PASEO DE VALENCIA	LOCAL	E	D	2	AAC	120	37	4,440	100	8/1/12
235	1	235X1	PINE STRAP CIR	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AAC	725	33	26,025	100	8/1/14
236	1	236X1	PINEWOOD LN	WEST END	OAK LEAF RD	LOCAL	E	D	2	AC	235	33	9,855	82	4/5/18
237	1	237X1	PINTO CT	LOST TRAIL DR	EAST END	LOCAL	E	A	2	AAC	170	33	7,710	100	8/1/14
31	1	31X1	PLAZA POINTE DR	AVENIDA DE LA CARLOTA	SOUTH POINTE DR	LOCAL	E	F	2	AC	895	35	31,325	97	10/25/17
239	1	239X1	POINTSETTIA CT	WOOD BROOD RD	NORTH END	LOCAL	E	A	2	AAC	150	33	7,050	100	8/1/14
240	1	240X1	POKER FLATS PL	NELLIE GAIL RD	NORTH END	LOCAL	E	B	2	AC	310	40	14,500	93	10/4/17
241	1	241X1	PONCE CT	LINDA VISTA DR	SOUTH END	LOCAL	E	C	2	AC	205	33	8,865	76	4/2/18
242	1	242X1	PRAIRESTONE DR	NELLIE GAIL RD	HITCHING RAIL RD	LOCAL	E	B	2	AC	1,525	39	59,475	88	10/4/17
243	1	243X1	PRESIDO DR	EL DORADO DR	CALIFIA DR	LOCAL	E	D	2	AC	490	36	17,640	90	10/18/17
347	1	347X1	RAIN TREE RD	GREEN HILLS LN	EAST END	LOCAL	E	A	2	AAC	646	33	23,418	100	8/1/14
244	1	244X1	RAMONA ST	YOLANDA ST	ALICIA PKWY	LOCAL	E	C	2	AC	475	31	14,725	82	4/3/18
245	1	245X1	RANGEWOOD RD	GALLUP CIR	EAST END	LOCAL	E	B	2	AC	1,290	36	48,540	91	10/4/17
32	1	32X1	RAPID FALLS RD	CABOT RD	SUNDOWNER DR	LOCAL	E	A	2	AAC	997	38	37,886	100	8/1/12
32	2	32X2	RAPID FALLS RD	SUNDOWNER DR	LOST TRAIL DR	LOCAL	E	A	2	AAC	1,055	38	40,090	100	8/1/12
32	3	32X3	RAPID FALLS RD	LOST TRAIL DR	HIDDEN TRAIL RD	LOCAL	E	A	2	AAC	1,292	38	49,096	100	8/1/12
246	1	246X1	RED BARN CIR	NELLIE GAIL RD	NORTH END	LOCAL	E	A	2	AC	165	33	7,195	75	4/2/18
247	1	247X1	RED CORRAL RD	NELLIE GAIL RD	HORSESHOE	LOCAL	E	B	2	AC	1,370	34	46,580	88	10/4/17
247	2	247X2	RED CORRAL RD	HORSESHOE	MUSTANG DR	LOCAL	E	B	2	AC	1,003	34	34,102	88	10/4/17
248	1	248X1	RED LODGE PL	NELLIE GAIL RD	WEST END	LOCAL	E	A	2	AC	685	40	29,500	73	4/4/18
249	1	249X1	RICH SPRINGS CIR	HITCHING RAIL RD	WEST END	LOCAL	E	B	2	AC	175	44	9,800	93	10/4/17
250	1	250X1	RICKENBACKER RD	PIKE RD	LA PAZ RD	LOCAL	E	D	2	AC	135	33	4,455	75	10/18/17
251	1	251X1	RIMINI	SAN REMO DR	END	LOCAL	E	F	2	AC	250	35	7,250	91	11/2/17
252	1	252X1	RIO GRANDE AVE	TALEGA AVE	LA CIENEGA ST	LOCAL	E	C	2	AC	880	37	32,560	74	3/29/18
253	1	253X1	RITTEN HOUSE CIR	ASHLAND DR	NORTH END	LOCAL	E	E	2	AC	420	37	15,540	77	4/2/18
254	1	254X1	ROCKING HORSE LN	NELLIE GAIL RD	NORTH END	LOCAL	E	A	2	AC	970	39	39,930	99	4/12/18
255	1	255X1	ROCKRIDGE RD	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AC	995	36	37,920	83	4/12/18
256	1	256X1	RODEO CIR	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AAC	415	38	17,870	100	8/1/14
257	1	257X1	ROLLING HILLS RD	WILLOW TREE LN	WEST END	LOCAL	E	A	2	AAC	515	33	19,095	100	8/1/14
258	1	258X1	ROSA ST	LUPITA ST	NORTH END	LOCAL	E	C	2	AC	560	36	22,260	87	4/3/18
259	1	259X1	SADDLEHORN LN	BUCKSKIN LN	SOUTH END	LOCAL	E	B	2	AC	315	39	14,385	81	4/4/18
260	1	260X1	SADDLEROCK PL	BRIDLEWOOD DR	WEST END	LOCAL	E	B	2	AC	540	37	22,080	95	10/11/17
261	1	261X1	SALFORD ST	SOUTHPORT ST	COSTEAU ST	LOCAL	E	E	2	AC	950	33	31,350	88	10/18/17
262	1	262X1	SAN DONA	GENOVA	END	LOCAL	E	F	2	AC	312	35	9,420	88	11/2/17
263	1	263X1	SAN PEDRO AVE	ANACAPA ST	TALEGA AVE	LOCAL	E	C	2	AC	625	33	20,625	88	3/29/18
34	1	34X1	SAN REMO DR	TERAMO	SANTA VICTORIA DR.	LOCAL	E	F	2	AC	1,100	32	35,200	71	11/2/17
34	2	34X2	SAN REMO DR	PESARO	TERAMO	LOCAL	E	F	2	AC	612	32	19,584	74	11/2/17

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
34	3	34X3	SAN REMO DR	PALERMO	SANTA MARIA AVE	LOCAL	E	F	2	AC	539	32	17,248	80	11/2/17
34	4	34X4	SAN REMO DR	PALERMO	PESARO	LOCAL	E	F	2	AC	482	32	15,424	67	11/2/17
265	1	265X1	SANDIA CT	TERRA BELLA AVE	NORTH END	LOCAL	E	C	2	AC	425	37	17,825	71	3/29/18
266	1	266X1	SANDRIDGE CIR	WESTRIDGE LN	EAST END	LOCAL	E	A	2	AAC	135	46	6,210	100	8/1/14
267	1	267X1	SANTA ROSA AVE	MANDEVILLE DR	SUNDANCE AVE	LOCAL	E	C	2	AC	690	37	25,530	74	3/29/18
37	11	37X11	SANTA VITTORIA DR	LANE MERGE	RIDGE ROUTE DR	LOCAL	E	F	1	AC	371	22	8,162	95	10/25/17
269	1	269X1	SARA LN	PAIGE CIR	EAST END	LOCAL	E	E	2	AC	650	38	26,800	73	4/3/18
270	1	270X1	SARITA DR	LINDA VISTA DR	ALISAL LN	LOCAL	E	C	2	AC	735	33	24,255	67	4/2/18
271	1	271X1	SAUSALITO ST	ALAMEDA AVE	EAST END	LOCAL	E	C	2	AC	1,325	35	48,475	75	3/29/18
272	1	272X1	SAVONA	BARBERA	END	LOCAL	E	E	2	AC	284	35	9,740	86	11/2/17
273	1	273X1	SHENANDOAH DR	HIDDEN TRAIL RD	SOUTH END	LOCAL	E	A	2	AC	550	41	24,650	88	4/4/18
274	1	274X1	SHERIFF RD	NELLIE GAIL RD	EAST END	LOCAL	E	B	2	AC	775	36	27,900	91	10/4/17
275	1	275X1	SIERRA BONITA DR	LA CIENEGA ST	ALISO HILLS DR	LOCAL	E	C	2	AC	140	42	5,880	82	3/29/18
276	1	276X1	SILVER SADDLE LN	BUCKSKIN DR	SOUTH END	LOCAL	E	B	2	AC	315	39	14,385	83	4/4/18
277	1	277X1	SOLANO CT	ALAMEDA AVE	EAST END	LOCAL	E	C	2	AC	245	40	11,900	67	3/29/18
278	1	278X1	SORESINA	TERAMO	ADAMO	LOCAL	E	F	2	AC	655	35	22,025	85	11/2/17
279	1	279X1	SORRELL PL	BUCKSKIN DR	EAST END	LOCAL	E	B	2	AC	280	34	11,620	89	4/4/18
35	1	35X1	SOUTH POINTE DR	PLAZA POINTE DR	END	LOCAL	E	F	2	AC	487	40	21,580	94	10/25/17
35	2	35X2	SOUTH POINTE DR	PLAZA POINTE DR	PERALTA RD	LOCAL	E	F	2	AC	871	40	34,840	94	10/25/17
281	1	281X1	SOUTHAMPTON CT	CREEKVIEW DR	NORTH END	LOCAL	E	E	2	AAC	75	61	4,575	100	4/2/18
282	1	282X1	SOUTHPORT CT	SOUTHPORT ST	NORTH END	LOCAL	E	E	2	AC	140	45	8,400	89	10/18/17
283	1	283X1	SOUTHPORT ST	WOOLWICH ST	EAST END	LOCAL	E	E	2	AC	1,570	34	53,380	88	10/18/17
284	1	284X1	SPOTTED PONY LN	EAST END	WEST END	LOCAL	E	A	2	AC	955	39	39,345	76	4/4/18
285	1	285X1	SPRUCE LN	WEST END	OAK LEAF RD	LOCAL	E	D	2	AC	330	42	15,960	78	4/5/18
286	1	286X1	SPUR BRANCH LN	HITCHING RAIL RD	EAST END	LOCAL	E	B	2	AC	760	36	29,110	91	10/4/17
287	1	287X1	STAGE COACH DR	MACKENZIE ST	EL DORADO DR	LOCAL	E	D	2	AC	625	37	23,125	84	10/18/17
288	1	288X1	STAGELINE DR	LOST COACH DR	HIDDEN TRAIL RD	LOCAL	E	A	2	AAC	1,820	38	69,160	100	8/1/14
289	1	289X1	STAGWOOD CT	STAGELINE DR	NORTH END	LOCAL	E	B	2	AC	625	39	24,375	83	4/4/18
290	1	290X1	STENSON PL	BUCKBOARD LN	NORTH END	LOCAL	E	B	2	AC	635	36	22,860	66	4/5/18
291	1	291X1	STOCKPORT ST	WILKES PL	CONCRETE ROADBLOCK	LOCAL	E	E	2	AC	570	35	19,950	68	4/12/18
291	2	291X2	STOCKPORT ST	PASEO DE VALENCIA	CONCRETE ROADBLOCK	LOCAL	E	E	2	AC	570	35	19,950	68	4/12/18
292	1	292X1	STRAFORD PL	NOTTINGHAM PL	NORTH END	LOCAL	E	A	2	AAC	265	40	12,700	100	8/1/14
293	1	293X1	SUNBURST AVE	PASEO DE VALENCIA	LARGO DR	LOCAL	E	C	2	AC	120	37	4,440	50	4/13/18
294	1	294X1	SUNDANCE AVE	SANTA ROSA AVE	LOS ALAMITOS AVE	LOCAL	E	C	2	AC	420	37	15,540	69	3/29/18
295	1	295X1	SUNDOWNER DR	RAPID FALLS RD	NORTH END	LOCAL	E	A	2	AAC	310	38	11,780	100	8/1/12
296	1	296X1	SUNSET PL (E & W LOOP)	BECKENHAM ST	SUNSET PL	LOCAL	E	E	2	AC	172	34	5,848	82	4/2/18
296	2	296X2	SUNSET PL (E & W LOOP)	SUNSET PL	SUNSET PL WEST	LOCAL	E	E	2	AC	768	34	26,112	74	4/2/18
296	3	296X3	SUNSET PL (E & W LOOP)	SUNSET PL	SUNSET PL EAST	LOCAL	E	E	2	AC	853	34	29,002	71	4/12/18
297	1	297X1	SUTTER DR	EL DORADO DR	WEST END	LOCAL	E	D	2	AC	600	36	23,700	87	10/18/17
298	1	298X1	SYCAMORE LN	MCINTYRE ST	WEST END	LOCAL	E	D	2	AC	110	27	2,970	85	4/5/18
299	1	299X1	TALEGA AVE	SAN PEDRO AVE	ALAMEDA AVE	LOCAL	E	C	2	AC	875	37	32,375	81	3/29/18
300	1	300X1	TARANTO	VENISIA	SAN REMO DR	LOCAL	E	F	2	AC	902	35	31,570	88	11/2/17
300	2	300X2	TARANTO	TREVISIO	VENISIA	LOCAL	E	F	2	AC	803	35	28,105	80	4/13/18
301	1	301X1	TASMAN RD	ERICSON WY	VELASQUEZ RD	LOCAL	E	D	2	AAC	985	33	32,505	100	8/1/14
302	1	302X1	TERAMO	SAN REMO	MARSALA	LOCAL	E	F	2	AC	747	39	29,133	84	4/13/18
303	1	303X1	TERNI	SORESINA	END	LOCAL	E	F	2	AC	330	35	10,600	83	4/13/18
304	1	304X1	TERRA BELLA AVE	ALISO HILLS DR	MORRO CT	LOCAL	E	C	2	AC	1,204	38	45,752	78	3/29/18
304	2	304X2	TERRA BELLA AVE	MORRO CT	SOUTH END	LOCAL	E	C	2	AC	883	38	35,654	74	3/29/18
38	1	38X1	TERRA DR	LA CADENA DR	END	LOCAL	E	F	2	AC	158	40	8,176	97	10/25/17

City of Laguna Hills, CA

Sorted by Rank, Name Order (A-Z)

Pavement Condition Index (PCI) Report - All Streets

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
306	1	306X1	TOTALOMA CT	ALAMEDA AVE	EAST END	LOCAL	E	C	2	AC	575	29	18,775	68	3/29/18
307	1	307X1	TOLUCA CT	LINDA FLORA ST	NORTH END	LOCAL	E	C	2	AC	410	37	17,270	57	3/29/18
308	1	308X1	TOMBSTONE RD	OSO PKWY	HITCHING RAIL RD	LOCAL	E	B	2	AC	315	20	6,300	87	10/4/17
309	1	309X1	TORINO	TARANTO	TORINO	LOCAL	E	F	2	AC	252	35	8,820	87	11/2/17
309	2	309X2	TORINO	WEST END	EAST END	LOCAL	E	F	2	AC	298	35	8,430	86	11/2/17
310	1	310X1	TREE TOP RD	FIR LN	EAST END	LOCAL	E	D	2	AAC	930	37	34,410	100	8/1/12
311	1	311X1	TREVISIO	NAPOLI	END	LOCAL	E	F	2	AC	425	35	13,125	89	11/2/17
312	1	312X1	VALERIE ST	BENTLEY LN	COSTEAU DR	LOCAL	E	D	2	AC	225	36	8,100	91	4/5/18
313	1	313X1	VELASQUEZ RD	TASMAN RD	NORTHUP DR	LOCAL	E	D	2	AAC	610	33	20,130	100	8/1/14
313	2	313X2	VELASQUEZ RD	MAWSON DR	EARHART	LOCAL	E	D	2	AC	288	33	9,504	83	4/5/18
313	3	313X3	VELASQUEZ RD	GRISSOM DR	PASEO DE VALENCIA	LOCAL	E	D	2	AC	145	33	4,785	85	4/5/18
313	4	313X4	VELASQUEZ RD	TASMAN RD	COSTEAU DR	LOCAL	E	D	2	AAC	260	33	8,580	100	8/1/14
313	5	313X5	VELASQUEZ RD	EARHART	NORTHUP	LOCAL	E	D	2	AC	276	33	9,108	85	4/5/18
314	1	314X1	VENISIA	TARANTO	END	LOCAL	E	F	2	AC	287	35	9,145	87	11/2/17
39	1	39X1	VERDUGO DR	LA CADENA DR	EL PACIFICO DR	LOCAL	E	F	2	AC	587	36	21,682	97	10/25/17
39	2	39X2	VERDUGO DR	ALCALDE DR	EL PACIFICO DR	LOCAL	E	F	2	AC	560	36	20,710	96	10/25/17
316	1	316X1	VERONA	TARANTO	END	LOCAL	E	F	2	AC	328	35	10,530	87	4/13/18
317	1	317X1	VESPUCCI RD	CHAMPLAIN RD	DE SALLE ST	LOCAL	E	D	2	AAC	160	33	5,780	100	8/1/12
317	2	317X2	VESPUCCI RD	LAS BOLSAS ST	VELASQUEZ RD	LOCAL	E	D	2	AAC	1,055	33	34,815	100	8/1/14
318	1	318X1	VIA BALBOA	CALLE CARMEL	END	LOCAL	E	E	2	AC	300	33	9,900	58	4/3/18
319	1	319X1	VIA LOMAS	MOULTON PKWY	ALICIA PKWY	LOCAL	E	E	2	AC	2,600	37	96,200	79	10/11/17
40	1	40X1	VISTA GRANDE DR	PERALTA DR	END	LOCAL	E	F	2	AC	443	40	19,820	93	10/25/17
321	1	321X1	VISTA VIEJO	CITY LIMIT	DEVONSHIRE RD	LOCAL	E	A	2	AAC	1,530	39	59,670	100	8/1/12
322	1	322X1	WAGON WHEEL DR	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AC	785	36	30,360	71	4/4/18
323	1	323X1	WATERWHEEL PL	HITCHING RAIL RD	EAST END	LOCAL	E	B	2	AC	390	38	16,920	89	10/4/17
325	1	325X1	WELLS FARGO DR	CAJON DR	MACKENZIE ST	LOCAL	E	D	2	AC	625	37	23,125	89	10/18/17
326	1	326X1	WESTRIDGE LN	LOST COLT DR	SANDRIDGE CIR	LOCAL	E	A	2	AAC	2,031	38	77,178	100	8/1/12
326	2	326X2	WESTRIDGE LN	SANDRIDGE CIR	MAVERICK CIR	LOCAL	E	A	2	AAC	655	38	24,890	100	8/1/12
327	1	327X1	WEYBURN DR	ASHLAND DR	EAST END	LOCAL	E	E	2	AC	770	37	28,490	69	4/3/18
328	1	328X1	WHITE ALDER LN	MCINTYRE ST	OAK LEAF RD	LOCAL	E	D	2	AC	435	37	16,095	80	4/5/18
329	1	329X1	WHITE OAKS DR	LAUREL CREST DR	SOUTH END	LOCAL	E	A	2	AAC	950	33	31,350	100	8/1/14
330	1	330X1	WILD VIEW TER	DAPPLE GREY DR	SOUTH END	LOCAL	E	B	2	AC	410	38	15,580	81	10/11/17
331	1	331X1	WILKES PL	ALICIA PKWY	NW to FIRE GATE	LOCAL	E	E	2	AC	1,560	36	56,160	63	4/12/18
331	2	331X2	WILKES PL	GRISSOM RD	ALICIA PKWY	LOCAL	E	D	2	AAC	1,125	33	37,125	100	10/18/17
332	1	332X1	WILLOW TREE LN	FALLING LEAF DR	ROLLING HILLS RD	LOCAL	E	A	2	AAC	275	33	9,075	100	8/1/14
334	1	334X1	WOOD BLUFF RD	VISTA VIEJO	ELDERBROOK LN	LOCAL	E	A	2	AAC	1,142	37	42,254	100	8/1/12
334	2	334X2	WOOD BLUFF RD	ELDERBROOK LN	FALLING LEAF DR	LOCAL	E	A	2	AAC	1,902	37	70,374	100	8/1/14
335	1	335X1	WOOD BROOK RD	LAUREL CREST	WEST END	LOCAL	E	A	2	AAC	465	33	17,095	100	8/1/14
336	1	336X1	WOODCREEK DR	SW to CREEKVIEW DR	LOS ALISOS BLVD	LOCAL	E	E	2	AAC	245	33	8,085	100	4/2/18
337	1	337X1	WOOLWICH CT	WOOLWICH ST	WEST END	LOCAL	E	E	2	AC	150	45	8,850	91	10/18/17
338	1	338X1	WOOLWICH ST	COSTEAU ST	WILKES PL	LOCAL	E	E	2	AC	1,465	33	48,345	85	10/18/17
339	1	339X1	YOLANDA ST	EVA ST	RAMONA ST	LOCAL	E	C	2	AC	800	33	28,500	86	4/3/18
350	1	350X1	YORK CIR	WILKES PL	WEST END	LOCAL	E	E	2	AC	605	33	19,965	87	10/18/17
341	1	341X1	ZUMAYA CT	WEST END	BUENA VISTA DR	LOCAL	E	C	2	AC	470	37	19,490	50	4/12/18
											59.2	11,609,378			

City of Laguna Hills, CA
Pavement Condition Index (PCI) Report - All Streets
Sorted by Rank, PCI (0-100)

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
MPAH (Arterials / Collectors)															
33	4	33X4	RIDGE ROUTE DR	SANTA VITTORIA DR	MILL CREEK DR	SECONDARY	B	F	2	AC	2,443	40	97,720	37	10/25/17
33	8	33X8	RIDGE ROUTE DR	MILL CREEK DR	SANTA VITTORIA DR	SECONDARY	B	F	2	AC	2,448	40	97,920	41	10/25/17
8	13	8X13	CABOT RD	N. CITY LIMITS	RAPID FALLS RD	PRIMARY	B	A	2	AC	174	40	6,960	61	4/4/18
28	27	28X27	PASEO DE VALENCIA	HEALTH CENTER DR	CALLE DE LA MAGDALENA	MAJOR	B	E	3	AC	1,088	40	43,520	61	4/12/18
8	11	8X11	CABOT RD	RAPID FALLS RD	N. CITY LIMITS	PRIMARY	B	A	2	AC	163	40	6,520	62	4/4/18
6	6	6X6	AVENIDA DE LA CARLOTA	ADJACENT I-5	LOS ALISOS BLVD	SECONDARY	B	F	2	AC	1,090	40	43,600	63	4/5/18
23	16	23X16	MOULTON PKWY	OSO PKWY	LA PAZ RD	SMART STREET 6 LANE	B	B	3	AC	1,384	36	60,758	64	4/3/18
20	6	20X6	LAKE FOREST DR	TRITON WY	MOULTON PKWY	MAJOR	B	F	3	AC	847	40	38,020	65	11/2/17
28	10	28X10	PASEO DE VALENCIA	KENNINGTON DR	LOS ALISOS BLVD	MAJOR	B	E	2	AC	1,233	35	52,484	65	4/2/18
28	5	28X5	PASEO DE VALENCIA	LAGUNA HILLS DR	ALICIA PKWY	MAJOR	B	E	3	AC	1,605	52	82,865	65	4/2/18
18	2	18X2	LA PAZ RD	W. CITY LIMITS	MOULTON PKWY	MAJOR	B	C	3	AC	809	50	37,378	66	4/3/18
28	3	28X3	PASEO DE VALENCIA	CALLE DE LA PLATA	CALLE DE LA MAGDALENA	MAJOR	B	E	2	AC	742	36	31,880	66	4/12/18
6	1	6X1	AVENIDA DE LA CARLOTA	EL TORO RD	ADJACENT I-5	SECONDARY	B	E	2	AAC	2,912	37	111,116	67	4/5/18
20	5	20X5	LAKE FOREST DR	MILL CREEK DR	TRITON WY	MAJOR	B	F	3	AC	585	44	27,450	67	11/2/17
23	25	23X25	MOULTON PKWY	LA PAZ RD	OSO PKWY	SMART STREET 6 LANE	B	B	3	AC	1,391	52	76,092	67	4/3/18
23	15	23X15	MOULTON PKWY	NELLIE GAIL RD	OSO PKWY	SMART STREET 6 LANE	B	A	3	AC	963	48	53,544	67	4/3/18
27	12	27X12	OSO PKWY	TOMBSTONE RD	CABOT RD	MAJOR	B	B	3	AC	365	54	19,710	67	4/4/18
28	29	28X29	PASEO DE VALENCIA	LOS ALISOS BLVD	HEALTH CENTER DR	MAJOR	B	E	3	AC	1,733	45	72,120	67	4/2/18
28	33	28X33	PASEO DE VALENCIA	BECKENHAM ST	KENNINGTON DR	MAJOR	B	E	3	AC	570	34	19,380	67	4/5/18
28	32	28X32	PASEO DE VALENCIA	LAGUNA HILLS DR	BECKENHAM ST	MAJOR	B	E	3	AC	1,559	34	52,196	67	4/5/18
27	15	27X15	OSO PKWY	BRIDEWOOD DR	TOMBSTONE RD	MAJOR	B	B	3	AC	2,225	42	93,450	68	4/4/18
28	1	28X1	PASEO DE VALENCIA	CALLE DE LA MAGDALENA	HEALTH CENTER DR	MAJOR	B	E	2	AC	1,139	34	41,246	68	4/2/18
18	15	18X15	LA PAZ RD	MC INTYRE ST	CHAMPLAIN RD	PRIMARY	B	D	2	AC	1,015	30	33,250	69	4/5/18
23	9	23X9	MOULTON PKWY	VIA LOMAS	INDIAN HILL LN	SMART STREET 6 LANE	B	E	3	AC	1,037	42	48,013	69	4/3/18
23	24	23X24	MOULTON PKWY	OSO PKWY	NELLIE GAIL RD	SMART STREET 6 LANE	B	A	3	AC	908	52	49,206	69	4/3/18
23	7	23X7	MOULTON PKWY	ALICIA PKWY	VIA LOMAS	SMART STREET 6 LANE	B	C	3	AC	830	49	49,625	69	4/3/18
27	1	27X1	OSO PKWY	NOTTINGHAM CT	BRIDEWOOD DR	MAJOR	B	B	3	AC	2,153	42	94,326	69	4/4/18
18	13	18X13	LA PAZ RD	MOULTON PKWY	W. CITY LIMITS	MAJOR	B	C	3	AC	840	50	42,000	70	4/3/18
20	7	20X7	LAKE FOREST DR	DEL LAGO DR	MOULTON PKWY	MAJOR	B	F	3	AC	949	44	58,226	70	11/2/17
23	20	23X20	MOULTON PKWY	LA PAZ RD	MANDEVILLE DR	SMART STREET 6 LANE	B	C	3	AC	1,598	48	79,864	70	4/3/18
28	30	28X30	PASEO DE VALENCIA	CALLE DE LA PLATA	EL TORO RD	MAJOR	B	E	2	AC	1,008	40	46,248	70	4/2/18
33	7	33X7	RIDGE ROUTE DR	MOULTON PKWY	MILL CREEK DR	SECONDARY	B	F	2	AC	767	40	30,680	70	4/13/18
18	4	18X4	LA PAZ RD	CHAMPLAIN RD	MC INTYRE ST	PRIMARY	B	D	2	AC	979	30	30,720	71	4/12/18
23	21	23X21	MOULTON PKWY	VIA LOMAS	ALICIA PKWY	SMART STREET 6 LANE	B	C	3	AC	795	49	38,545	71	4/3/18
23	8	23X8	MOULTON PKWY	MANDEVILLE DR	ALICIA PKWY	SMART STREET 6 LANE	B	C	3	AC	1,487	48	71,990	71	4/3/18
28	2	28X2	PASEO DE VALENCIA	EL TORO RD	CALLE DE LA PLATA	MAJOR	B	E	2	AC	1,040	40	44,800	71	4/2/18
27	6	27X6	OSO PKWY	CABOT RD	TOMBSTONE RD	MAJOR	B	B	3	AC	410	54	20,580	72	4/5/18
28	24	28X24	PASEO DE VALENCIA	ALICIA PKWY	LAGUNA HILLS DR	MAJOR	B	E	3	AC	1,515	52	64,470	72	4/2/18
28	31	28X31	PASEO DE VALENCIA	CALLE DE LA MAGDALENA	CALLE DE LA PLATA	MAJOR	B	E	3	AC	697	40	29,950	72	4/2/18
28	7	28X7	PASEO DE VALENCIA	BECKENHAM ST	LAGUNA HILLS DR	MAJOR	B	E	3	AC	1,554	34	56,604	72	4/5/18
27	16	27X16	OSO PKWY	TOMBSTONE RD	BRIDEWOOD DR	MAJOR	B	B	3	AC	2,225	42	93,450	73	4/5/18
28	34	28X34	PASEO DE VALENCIA	LOS ALISOS BLVD	KENNINGTON DR	MAJOR	B	E	3	AC	1,287	34	45,390	73	4/2/18
33	2	33X2	RIDGE ROUTE DR	MILL CREEK DR	MOULTON PKWY	SECONDARY	B	F	2	AC	767	40	30,680	73	10/25/17
6	3	6X3	AVENIDA DE LA CARLOTA	LAKE FOREST DR	PLAZA POINTE DR	SECONDARY	B	F	2	AC	689	30	20,670	74	11/2/17
6	10	6X10	AVENIDA DE LA CARLOTA	ADJACENT I-5	EL TORO RD	SECONDARY	B	E	2	AC	2,917	37	107,929	74	4/5/18
18	12	18X12	LA PAZ RD	ALAMEDA AVE	MOULTON PKWY	PRIMARY	B	C	2	AC	2,180	40	93,500	74	3/29/18
18	14	18X14	LA PAZ RD	PASEO DE VALENCIA	ALISO HILLS DR	PRIMARY	B	C	2	AC	2,068	40	82,720	74	4/12/18

City of Laguna Hills, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, PCI (0-100)

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
20	4	20X4	LAKE FOREST DR	MILL CREEK DR	SANTA VICTORIA DR	MAJOR	B	F	3	AC	1,603	44	73,205	74	11/2/17
20	11	20X11	LAKE FOREST DR	SANTA VICTORIA DR	MILL CREEK DR	MAJOR	B	F	3	AC	1,603	43	71,429	74	11/2/17
23	22	23X22	MOULTON PKWY	ALICIA PKWY	MANDEVILLE DR	SMART STREET 6 LANE	B	C	3	AC	1,566	48	89,868	74	4/3/18
27	13	27X13	OSO PKWY	NELLIE GAIL RD	NOTTINGHAM RD	MAJOR	B	B	3	AC	1,176	43	50,568	74	4/4/18
27	8	27X8	OSO PKWY	BRIDLEWOOD DR	NOTTINGHAM CT	MAJOR	B	B	3	AC	2,116	42	88,872	74	4/5/18
28	9	28X9	PASEO DE VALENCIA	HEALTH CENTER DR	LOS ALISOS BLVD	MAJOR	B	E	3	AC	1,667	45	68,300	74	4/2/18
6	13	6X13	AVENIDA DE LA CARLOTA	COMMERCE CENTER	PLAZA POINTE DR	SECONDARY	B	F	2	AC	2,453	29	71,137	75	11/2/17
23	6	23X6	MOULTON PKWY	MANDEVILLE DR	LA PAZ RD	SMART STREET 6 LANE	B	C	3	AC	1,619	48	85,170	75	4/3/18
27	14	27X14	OSO PKWY	NOTTINGHAM CT	NELLIE GAIL RD	MAJOR	B	B	3	AC	1,176	43	50,568	75	4/5/18
28	8	28X8	PASEO DE VALENCIA	KENNINGTON DR	BECKENHAM ST	MAJOR	B	E	2	AC	571	35	21,985	75	4/12/18
18	1	18X1	LA PAZ RD	MOULTON PKWY	ALAMEDA AVE	PRIMARY	B	C	2	AC	2,228	40	90,760	76	3/29/18
18	18	18X18	LA PAZ RD	CHAMPLAIN RD	PASEO DE VALENCIA	PRIMARY	B	D	2	AC	962	30	30,860	76	4/5/18
20	13	20X13	LAKE FOREST DR	MOULTON PKWY	TRITON WY	MAJOR	B	F	3	AC	843	48	46,864	76	11/2/17
6	5	6X5	AVENIDA DE LA CARLOTA	PLAZA POINTE DR	COMMERCE CENTER	SECONDARY	B	F	2	AC	2,408	29	69,832	77	11/2/17
6	4	6X4	AVENIDA DE LA CARLOTA	COMMERCE CENTER	RIDGE ROUTE DR	SECONDARY	B	F	2	AC	794	29	23,026	77	11/2/17
6	9	6X9	AVENIDA DE LA CARLOTA	LOS ALISOS BLVD	ADJACENT I-5	SECONDARY	B	E	2	AC	1,126	40	45,040	77	4/5/18
18	9	18X9	LA PAZ RD	GALLUP CIR	ALISO HILLS DR	PRIMARY	B	C	2	AC	910	40	36,400	77	3/29/18
23	26	23X26	MOULTON PKWY	INDIAN HILL LN	SOUTH END OF BRIDGE	SMART STREET 6 LANE	B	E	3	AC	857	40	34,280	77	4/3/18
27	2	27X2	OSO PKWY	MOULTON PKWY	WEST HAVEN DR	MAJOR	B	B	3	AC	744	43	34,852	77	4/4/18
27	10	27X10	OSO PKWY	NELLIE GAIL RD	WEST HAVEN DR	MAJOR	B	B	3	AC	2,388	43	102,684	77	4/5/18
18	3	18X3	LA PAZ RD	ALISO HILLS DR	PASEO DE VALENCIA	PRIMARY	B	C	2	AC	2,062	40	82,480	78	10/18/17
18	11	18X11	LA PAZ RD	ALISO HILLS DR	GALLUP CIR	PRIMARY	B	C	2	AC	930	40	37,200	78	3/29/18
20	14	20X14	LAKE FOREST DR	MOULTON PKWY	DEL LAGO DR	MAJOR	B	F	3	AC	954	46	49,884	78	11/2/17
20	12	20X12	LAKE FOREST DR	TRITON WY	MILL CREEK DR	MAJOR	B	F	3	AC	589	38	22,382	78	11/2/17
23	2	23X2	MOULTON PKWY	ALISO CREEK BRIDGE	INDIAN HILL LN	SMART STREET 6 LANE	B	E	3	AC	681	42	29,249	78	4/3/18
23	30	23X30	MOULTON PKWY	INDIAN CIRCLE LN	LAGUNA HILLS DR	SMART STREET 6 LANE	B	E	3	AC	1,798	38	75,364	78	4/3/18
27	4	27X4	OSO PKWY	WEST HAVEN DR	NELLIE GAIL RD	MAJOR	B	B	3	AC	2,357	43	105,251	78	4/4/18
6	2	6X2	AVENIDA DE LA CARLOTA	RIDGE ROUTE DR	PASEO DE VALENCIA	SECONDARY	B	F	2	AC	3,051	38	94,388	79	10/25/17
18	6	18X6	LA PAZ RD	MC INTYRE ST	CABOT RD	PRIMARY	B	D	2	AC	877	30	29,458	79	4/5/18
23	10	23X10	MOULTON PKWY	NORTH END OF BRIDGE	LAGUNA HILLS DR	SMART STREET 6 LANE	B	E	3	AC	721	42	33,762	79	4/3/18
23	3	23X3	MOULTON PKWY	LAGUNA HILLS DR	INDIAN CIRCLE LN	SMART STREET 6 LANE	B	E	3	AC	1,821	40	89,578	79	4/3/18
23	27	23X27	MOULTON PKWY	INDIAN HILL LN	VIA LOMAS	SMART STREET 6 LANE	B	E	3	AC	1,010	41	44,035	79	4/3/18
28	4	28X4	PASEO DE VALENCIA	AVE DE LA CARLOTA	EL TORO RD	SECONDARY	B	F	2	AC	1,303	38	44,499	79	4/12/18
6	14	6X14	AVENIDA DE LA CARLOTA	PLAZA POINTE DR	LAKE FOREST DR	SECONDARY	B	F	2	AC	585	60	35,100	80	11/2/17
23	28	23X28	MOULTON PKWY	LAGUNA HILLS DR	NORTH END OF BRIDGE	SMART STREET 6 LANE	B	E	3	AC	611	33	35,913	80	4/3/18
27	9	27X9	OSO PKWY	WEST HAVEN DR	MOULTON PKWY	MAJOR	B	B	3	AC	746	43	36,230	80	4/5/18
6	11	6X11	AVENIDA DE LA CARLOTA	RIDGE ROUTE DR	COMMERCE CENTER	SECONDARY	B	F	2	AC	792	29	22,968	81	11/2/17
18	8	18X8	LA PAZ RD	GALLUP CIR	ALAMEDA AVE	PRIMARY	B	C	2	AC	3,234	40	129,360	81	3/29/18
18	7	18X7	LA PAZ RD	PASEO DE VALENCIA	CHAMPLAIN RD	PRIMARY	B	D	2	AC	944	30	29,320	81	4/5/18
23	29	23X29	MOULTON PKWY	W. CITY LIMITS	INDIAN CIRCLE LN	SMART STREET 6 LANE	B	E	3	AC	585	38	22,230	81	4/3/18
4	8	4X8	ALICIA PKWY	I-5	HON AVE	MAJOR	B	E	3	AC	793	42	33,306	82	10/11/17
20	2	20X2	LAKE FOREST DR	AVENIDA DE LA CARLOTA	DEL LAGO DR	MAJOR	B	F	3	AC	914	45	52,110	82	11/2/17
20	10	20X10	LAKE FOREST DR	AVENIDA DE LA CARLOTA	E. CITY LIMITS	MAJOR	B	F	3	AC	888	59	52,392	84	11/2/17
23	14	23X14	MOULTON PKWY	SR 73	NELLIE GAIL RD	SMART STREET 6 LANE	B	A	3	AC	335	54	18,090	84	4/12/18
23	23	23X23	MOULTON PKWY	NELLIE GAIL RD	S. CITY LIMITS	SMART STREET 6 LANE	B	A	3	AC	220	48	10,560	84	4/12/18
4	13	4X13	ALICIA PKWY	PASEO DE VALENCIA	WILKES PL	MAJOR	B	E	3	AC	1,728	42	76,976	85	4/12/18
20	9	20X9	LAKE FOREST DR	DEL LAGO DR	AVENIDA DE LA CARLOTA	MAJOR	B	F	4	AC	918	50	45,900	85	11/2/17
28	15	28X15	PASEO DE VALENCIA	VELASQUEZ RD	ERICSON WY	MAJOR	B	D	2	AC	1,092	38	41,496	85	10/11/17
28	17	28X17	PASEO DE VALENCIA	HILLARY LN	SUNBURST AVE	MAJOR	B	D	2	AC	465	38	17,670	85	10/11/17
28	28	28X28	PASEO DE VALENCIA	EL TORO RD	AVE DE LA CARLOTA	SECONDARY	B	F	3	AC	1,267	41	51,947	85	10/25/17

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Branch ID	Section ID	ContID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
4	6	4X6	ALICIA PKWY	WILKES PL	COSTEAU ST	MAJOR	B	E	3	AC	1,744	42	74,184	86	4/12/18
4	12	4X12	ALICIA PKWY	PASEO DE VALENCIA	VIA LOMAS	MAJOR	B	E	3	AC	1,700	42	76,400	86	4/12/18
18	10	18X10	LA PAZ RD	ALAMEDA AVE	GALLUP CIR	PRIMARY	B	C	2	AC	3,188	40	127,520	86	3/29/18
28	23	28X23	PASEO DE VALENCIA	ERICSON WY	LA PAZ RD	MAJOR	B	D	2	AAC	1,032	38	39,216	86	10/11/17
4	4	4X4	ALICIA PKWY	VIA LOMAS	PASEO DE VALENCIA	MAJOR	B	E	3	AC	1,720	42	79,160	87	4/12/18
18	17	18X17	LA PAZ RD	CABOT RD	MC INTYRE ST	PRIMARY	B	D	2	AC	836	30	28,080	87	4/5/18
28	21	28X21	PASEO DE VALENCIA	VELASQUEZ RD	HILLARY LN	MAJOR	B	D	2	AC	988	38	37,544	87	10/11/17
28	19	28X19	PASEO DE VALENCIA	ALICIA PKWY	SUNBURST AVE	MAJOR	B	D	2	AC	1,271	38	48,298	87	10/11/17
8	12	8X12	CABOT RD	PASEO DE VALENCIA	LA PAZ RD	SECONDARY	B	D	2	AC	2,604	32	83,103	88	10/4/17
8	7	8X7	CABOT RD	LA PAZ RD	PASEO DE VALENCIA	SECONDARY	B	D	2	AC	2,640	32	84,255	88	10/4/17
28	16	28X16	PASEO DE VALENCIA	SUNBURST AVE	ALICIA PKWY	MAJOR	B	D	2	AC	1,187	38	49,594	88	10/11/17
28	22	28X22	PASEO DE VALENCIA	ERICSON WY	VELASQUEZ RD	MAJOR	B	D	2	AC	1,063	38	40,394	88	10/11/17
37	7	37X7	SANTA VITTORIA DR	LAKE FOREST DR	BASSANO	COLLECTOR	B	F	1	AC	392	22	8,624	88	10/25/17
4	7	4X7	ALICIA PKWY	WILKES PL	PASEO DE VALENCIA	MAJOR	B	E	3	AC	1,722	42	76,124	89	10/11/17
4	5	4X5	ALICIA PKWY	VIA LOMAS	ALISO HILLS DR	MAJOR	B	E	3	AC	843	42	35,406	89	10/11/17
6	12	6X12	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	RIDGE ROUTE DR	SECONDARY	B	F	2	AC	3,049	38	93,770	89	10/25/17
19	1	19X1	LAGUNA HILLS DR	INDIAN HILL LN	PASEO DE VALENCIA	PRIMARY	B	E	2	AC	2,661	33	101,570	89	4/2/18
28	12	28X12	PASEO DE VALENCIA	HILLARY LN	VELASQUEZ RD	MAJOR	B	D	2	AC	1,021	38	38,798	89	10/11/17
4	14	4X14	ALICIA PKWY	HON AVE	COSTEAU ST	MAJOR	B	E	3	AC	911	42	39,972	90	10/11/17
4	15	4X15	ALICIA PKWY	COSTEAU ST	WILKES PL	MAJOR	B	E	3	AC	1,714	42	73,878	90	10/11/17
4	16	4X16	ALICIA PKWY	HON AVE	I-5	MAJOR	B	E	3	AC	848	48	43,224	90	10/11/17
4	3	4X3	ALICIA PKWY	COSTEAU ST	HON AVE	MAJOR	B	E	3	AC	925	42	41,550	90	10/11/17
6	7	6X7	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	EL TORO RD	SECONDARY	B	F	2	AAC	656	40	26,240	90	11/2/17
8	1	8X1	CABOT RD	EL PASEO	PASEO DE VALENCIA	SECONDARY	B	B	2	AC	2,808	40	130,008	90	10/4/17
8	4	8X4	CABOT RD	PASEO DE VALENCIA	EL PASEO	SECONDARY	B	B	2	AC	2,803	40	112,120	90	10/4/17
8	6	8X6	CABOT RD	HITCHING RAIL RD	EL PASEO	SECONDARY	B	B	2	AC	560	40	23,440	90	10/4/17
14	3	14X3	GREENFIELD DR	SR 73	S. CITY LIMITS	SECONDARY	B	A	3	AC	387	41	15,867	90	4/4/18
19	8	19X8	LAGUNA HILLS DR	INDIAN HILL LN	EAST END OF BRIDGE	PRIMARY	B	E	2	AC	613	33	20,841	90	4/2/18
19	7	19X7	LAGUNA HILLS DR	WEST END OF BRIDGE	MOULTON PKWY	PRIMARY	B	E	2	AC	465	33	22,935	90	4/2/18
19	6	19X6	LAGUNA HILLS DR	PASEO DE VALENCIA	INDIAN HILL LN	PRIMARY	B	E	2	AC	2,645	33	102,790	90	4/2/18
23	19	23X19	MOULTON PKWY	LAKE FOREST DR	EL PACIFICO DR	SMART STREET 6 LANE	B	F	3	AC	1,559	50	76,710	90	10/25/17
23	1	23X1	MOULTON PKWY	INDIAN CIRCLE LN	W. CITY LIMITS	SMART STREET 6 LANE	B	E	3	AC	674	50	36,988	90	4/3/18
28	13	28X13	PASEO DE VALENCIA	LA PAZ RD	ERICSON WY	MAJOR	B	D	2	AC	1,049	38	39,862	90	10/11/17
37	6	37X6	SANTA VITTORIA DR	BASSANO EAST	LAKE FOREST DR	COLLECTOR	B	F	1	AC	370	22	8,140	90	10/25/17
8	10	8X10	CABOT RD	EL PASEO	HITCHING RAIL RD	SECONDARY	B	B	2	AC	557	40	22,280	91	10/4/17
14	2	14X2	GREENFIELD DR	S. CITY LIMITS	SR 73	SECONDARY	B	A	3	AC	379	41	15,539	91	4/4/18
23	12	23X12	MOULTON PKWY	EL PACIFICO DR	LAKE FOREST DR	SMART STREET 6 LANE	B	F	3	AC	1,570	50	83,360	91	10/25/17
28	20	28X20	PASEO DE VALENCIA	SUNBURST AVE	HILLARY LN	MAJOR	B	D	2	AC	475	38	18,050	91	10/11/17
36	2	36X2	SANTA MARIA AVE	W CITY LIMITS	VIA VISTA	SECONDARY	B	F	2	AC	979	30	29,370	91	11/2/17
36	1	36X1	SANTA MARIA AVE	VIA VISTA	W CITY LIMITS	SECONDARY	B	F	2	AC	950	30	28,500	91	11/2/17
4	11	4X11	ALICIA PKWY	ALISO HILLS DR	VIA LOMAS	MAJOR	B	E	3	AC	832	42	38,244	92	10/11/17
8	9	8X9	CABOT RD	HITCHING RAIL RD	OSO PKWY	SECONDARY	B	B	2	AC	294	40	11,760	92	10/4/17
20	3	20X3	LAKE FOREST DR	E. CITY LIMITS	AVENIDA DE LA CARLOTA	MAJOR	B	F	3	AC	818	59	50,426	92	11/2/17
23	5	23X5	MOULTON PKWY	RIDGE ROUTE DR	EL PACIFICO DR	SMART STREET 6 LANE	B	F	3	AC	1,539	50	76,950	92	10/25/17
23	4	23X4	MOULTON PKWY	RIDGE ROUTE DR	SANTA MARIA AVE	SMART STREET 6 LANE	B	F	3	AC	1,361	48	65,328	92	10/25/17
37	8	37X8	SANTA VITTORIA DR	LANE MERGE	BASSANO EAST	COLLECTOR	B	F	1	AC	419	22	9,218	92	10/25/17
37	16	37X16	SANTA VITTORIA DR	SAN REMO DR	LANE MERGE	COLLECTOR	B	F	2	AC	670	36	24,120	92	10/25/17
8	5	8X5	CABOT RD	OSO PKWY	HITCHING RAIL RD	SECONDARY	B	B	2	AC	294	40	11,760	93	10/4/17
19	4	19X4	LAGUNA HILLS DR	EAST END OF BRIDGE	INDIAN HILL LN	PRIMARY	B	E	2	AC	639	33	22,788	93	4/2/18
19	3	19X3	LAGUNA HILLS DR	MOULTON PKWY	EAST END OF BRIDGE	PRIMARY	B	E	2	AC	414	33	15,374	93	4/2/18

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
23	13	23X13	MOULTON PKWY	SANTA MARIA AVE	RIDGE ROUTE DR	SMART STREET 6 LANE	B	F	3	AC	1,357	48	74,733	93	10/25/17
37	1	37X1	SANTA VITTORIA DR	LANE MERGE	RIDGE ROUTE DR	COLLECTOR	B	F	1	AC	332	22	7,304	93	10/25/17
37	13	37X13	SANTA VITTORIA DR	SANTA MARIA AVE	BARBERA	COLLECTOR	B	F	2	AC	1,095	36	39,420	93	10/25/17
37	9	37X9	SANTA VITTORIA DR	BASSANO EAST	LANE MERGE	COLLECTOR	B	F	1	AC	401	22	8,822	93	10/25/17
23	18	23X18	MOULTON PKWY	EL PACIFICO DR	RIDGE ROUTE DR	SMART STREET 6 LANE	B	F	3	AC	1,539	50	76,950	94	10/25/17
37	12	37X12	SANTA VITTORIA DR	RIDGE ROUTE DR	LANE MERGE	COLLECTOR	B	F	1	AC	285	22	6,270	94	10/25/17
20	1	20X1	LAKE FOREST DR	W CITY LIMITS	SANTA VITTORIA DR	MAJOR	B	F	3	AC	417	42	17,514	95	11/2/17
27	3	27X3	OSO PKWY	MOULTON PKWY	W. CITY LIMITS	MAJOR	B	B	5	AC	209	68	14,212	95	4/5/18
27	7	27X7	OSO PKWY	W. CITY LIMITS	MOULTON PKWY	MAJOR	B	B	3	AC	209	40	8,360	95	4/5/18
37	14	37X14	SANTA VITTORIA DR	BARBERA	AVENIDA DEL SOL	COLLECTOR	B	F	2	AC	793	36	28,548	95	10/25/17
37	15	37X15	SANTA VITTORIA DR	AVENIDA DEL SOL	SAN REMO DR	COLLECTOR	B	F	2	AC	513	36	18,468	95	10/25/17
37	10	37X10	SANTA VITTORIA DR	RIDGE ROUTE DR	LANE MERGE	COLLECTOR	B	F	1	AC	342	22	7,524	95	10/25/17
6	8	6X8	AVENIDA DE LA CARLOTA	EL TORO RD	PASEO DE VALENCIA	SECONDARY	B	F	2	AAC	642	40	25,680	96	11/2/17
13	2	13X2	EL TORO RD	I-5	AVENIDA DE LA CARLOTA	PRINCIPAL	B	F	3	AC	555	54	29,970	96	11/2/17
18	5	18X5	LA PAZ RD	I-5	CABOT RD	PRIMARY	B	D	2	AC	458	31	14,198	96	4/5/18
18	16	18X16	LA PAZ RD	I-5	CABOT RD	PRIMARY	B	D	2	AC	444	31	15,064	96	4/5/18
27	11	27X11	OSO PKWY	E. CITY LIMITS	CABOT RD	MAJOR	B	B	3	AC	207	47	9,729	96	4/5/18
27	5	27X5	OSO PKWY	CABOT RD	E. CITY LIMITS	MAJOR	B	B	3	AC	207	47	9,729	96	4/5/18
37	4	37X4	SANTA VITTORIA DR	CMTO COSTA	BRIDGE	COLLECTOR	B	F	2	AC	876	38	33,288	96	10/25/17
37	2	37X2	SANTA VITTORIA DR	LANE MERGE	BRIDGE	COLLECTOR	B	F	2	AC	173	49	7,525	96	10/25/17
13	3	13X3	EL TORO RD	AVENIDA DE LA CARLOTA	I-5	PRINCIPAL	B	F	3	AC	570	63	30,780	97	11/2/17
13	4	13X4	EL TORO RD	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	MAJOR	B	F	3	AC	1,412	36	61,542	97	11/2/17
13	1	13X1	EL TORO RD	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA	MAJOR	B	F	3	AC	1,498	36	66,980	97	11/2/17
20	8	20X8	LAKE FOREST DR	SANTA VITTORIA DR	W CITY LIMITS	MAJOR	B	F	3	AC	431	51	20,172	97	11/2/17
37	5	37X5	SANTA VITTORIA DR	LANE MERGE	CMTO COSTA	COLLECTOR	B	F	2	AC	1,250	38	47,500	97	10/25/17
21	2	21X2	LOS ALISOS BLVD	AVENIDA DE LA CARLOTA	I-5 OVERPASS	MAJOR	B	E	3	AAC	757	28	26,596	98	4/2/18
21	3	21X3	LOS ALISOS BLVD	I-5 OVERPASS	AVENIDA DE LA CARLOTA	MAJOR	B	E	2	AAC	699	28	24,972	98	4/2/18
21	4	21X4	LOS ALISOS BLVD	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	MAJOR	B	E	3	AAC	1,482	40	66,752	98	4/2/18
33	3	33X3	RIDGE ROUTE DR	PERALTA DR	WEST TO WIDENING	PRIMARY	B	F	2	AAC	1,816	45	67,792	98	10/25/17
33	1	33X1	RIDGE ROUTE DR	PERALTA DR	EAST TO WIDENING	PRIMARY	B	F	2	AAC	1,635	50	81,750	98	10/25/17
33	9	33X9	RIDGE ROUTE DR	NARROWS	AVE DE LA CARLOTA	PRIMARY	B	F	2	AAC	1,047	40	38,380	98	10/25/17
33	10	33X10	RIDGE ROUTE DR	AVENIDA DE LA CARLOTA	NARROWS	PRIMARY	B	F	2	AAC	1,000	26	28,800	98	10/25/17
33	5	33X5	RIDGE ROUTE DR	NARROWS	MOULTON PKWY	PRIMARY	B	F	2	AAC	468	40	18,720	98	10/25/17
33	6	33X6	RIDGE ROUTE DR	MOULTON PKWY	NARROWS	PRIMARY	B	F	2	AAC	470	40	18,800	98	10/25/17
8	14	8X14	CABOT RD	RAPID FALLS RD	S. CITY LIMITS	PRIMARY	B	A	2	AC	812	40	32,480	99	4/4/18
8	2	8X2	CABOT RD	S. CITY LIMITS	RAPID FALLS DR	PRIMARY	B	A	2	AC	787	40	31,480	99	4/4/18
21	1	21X1	LOS ALISOS BLVD	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA	MAJOR	B	E	3	AAC	1,457	38	62,836	99	4/2/18
4	9	4X9	ALICIA PKWY	MOULTON PKWY	ALISO HILLS DR	MAJOR	B	C	3	AAC	1,362	42	67,204	100	10/11/17
4	1	4X1	ALICIA PKWY	ALISO HILLS DR	MOULTON PKWY	MAJOR	B	C	3	AAC	1,354	42	61,418	100	10/11/17
4	10	4X10	ALICIA PKWY	CITY LIMITS	MOULTON PKWY	MAJOR	B	C	3	AAC	1,363	42	57,246	100	10/11/17
4	2	4X2	ALICIA PKWY	MOULTON PKWY	W. CITY LIMITS	MAJOR	B	C	3	AAC	1,306	42	60,602	100	10/11/17
8	8	8X8	CABOT RD	S. CITY LIMITS	OSO PKWY	PRIMARY	B	B	2	AC	854	40	34,160	100	10/4/17
8	3	8X3	CABOT RD	OSO PKWY	S. CITY LIMITS	PRIMARY	B	B	2	AC	830	40	34,320	100	10/4/17
28	11	28X11	PASEO DE VALENCIA	CABOT RD	PINE NUT RD	SECONDARY	B	D	2	AAC	784	29	22,736	100	10/4/17
28	6	28X6	PASEO DE VALENCIA	MACKENZIE ST	PINE NUT RD	SECONDARY	B	D	2	AAC	827	29	23,983	100	10/4/17
28	14	28X14	PASEO DE VALENCIA	PINE NUT RD	MACKENZIE ST	SECONDARY	B	D	2	AAC	827	29	23,983	100	10/4/17
28	18	28X18	PASEO DE VALENCIA	PINE NUT RD	CABOT RD	SECONDARY	B	D	2	AAC	777	29	22,533	100	10/4/17
28	26	28X26	PASEO DE VALENCIA	LA PAZ RD	MACKENZIE ST	SECONDARY	B	D	2	AAC	1,468	29	42,572	100	10/4/17
28	25	28X25	PASEO DE VALENCIA	MACKENZIE ST	LA PAZ RD	SECONDARY	B	D	2	AAC	1,488	29	43,152	100	10/4/17
											42.6		9,297,384		

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
Locals															
293	1	293X1	SUNBURST AVE	PASEO DE VALENCIA	LARGO DR	LOCAL	E	C	2	AC	120	37	4,440	50	4/13/18
341	1	341X1	ZUMAYA CT	WEST END	BUENA VISTA DR	LOCAL	E	C	2	AC	470	37	19,490	50	4/12/18
119	1	119X1	ELENA DR	LOS GATOS DR	ALAMEDA AVE	LOCAL	E	C	2	AC	535	37	19,795	51	3/29/18
188	1	188X1	LUTON ST	CAMBERWELL ST	EAST END	LOCAL	E	E	2	AC	380	38	16,540	52	10/18/17
79	1	79X1	CALLE CARMEL	HENDON ST	SOUTH END	LOCAL	E	E	2	AC	570	26	16,570	53	4/3/18
156	1	156X1	JORIE DR	WEYBURN DR	GEORGIA SUE	LOCAL	E	E	2	AC	490	37	20,230	53	4/3/18
71	1	71X1	BUCKBOARD LN	BUCKSKIN DR	STENSON PL	LOCAL	E	B	2	AC	1,217	39	47,463	55	4/12/18
73	3	73X3	BUCKSKIN DR	MUSTANG DR	BUCKBOARD LN	LOCAL	E	B	2	AC	1,001	39	39,039	57	4/4/18
117	1	117X1	EL PRADO ST	ALAMEDA AVE	SAN PEDRO AVE	LOCAL	E	C	2	AC	810	37	29,970	57	3/29/18
142	1	142X1	GORDON RD	MOULTON PKWY	IMPERIAL DR	LOCAL	E	C	2	AC	450	37	18,750	57	4/3/18
307	1	307X1	TOLUCA CT	LINDA FLORA ST	NORTH END	LOCAL	E	C	2	AC	410	37	17,270	57	3/29/18
44	1	44X1	ALISA AVE	SARITA DR	LINDA VISTA DR	LOCAL	E	C	2	AC	970	33	32,010	58	4/2/18
351	1	351X1	HEALTH CENTER DR	PASEO DE VALENCIA	CALLE DE LA LOUISA	LOCAL	E	E	2	AC	760	20	15,200	58	4/12/18
194	1	194X1	MARIN CT	EL CAPITAN LN	SOUTH END	LOCAL	E	C	2	AC	205	33	8,865	58	4/12/18
318	1	318X1	VIA BALBOA	CALLE CARMEL	END	LOCAL	E	E	2	AC	300	33	9,900	58	4/3/18
25	10	25X10	NELLIE GAIL RD	OSO PKWY	LANE MERGE	LOCAL	E	A	1	AC	983	20	22,724	59	4/4/18
166	1	166X1	LA MIRADA ST	ALISA LN	LINDA VISTA DR	LOCAL	E	C	2	AC	1,375	33	45,375	60	4/2/18
25	12	25X12	NELLIE GAIL RD	LOST COIT DR	MOULTON PKWY	LOCAL	E	A	1	AC	575	19	10,925	61	4/4/18
46	1	46X1	ALTAMIRA DR	ALAMEDA AVE	BUENA VISTA DR	LOCAL	E	C	2	AC	400	37	14,800	62	3/29/18
331	1	331X1	WILKES PL	ALICIA PKWY	NW to FIRE GATE	LOCAL	E	E	2	AC	1,560	36	56,160	63	4/12/18
45	1	45X1	ALTA LOMAT CT	SANTA ROSA AVE	EAST END	LOCAL	E	C	2	AC	460	37	19,120	64	3/29/18
91	1	91X1	CLARINGTON DR	WEYBURN DR	KENNINGTON DR	LOCAL	E	E	2	AC	1,265	37	46,805	65	4/2/18
174	1	174X1	LINDA FLORA ST	EAST END	EL SEGUNDO ST	LOCAL	E	C	2	AC	890	35	33,250	65	3/29/18
71	2	71X2	BUCKBOARD LN	STENSON PL	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,691	39	65,949	66	4/4/18
74	1	74X1	BUENA VISTA DR	LOS GATOS DR	NORTH END	LOCAL	E	C	2	AC	1,130	38	45,040	66	3/29/18
124	1	124X1	ERNESTINE CT	LINDA FLORA ST	NORTH END	LOCAL	E	C	2	AC	475	37	19,675	66	3/29/18
351	2	351X2	HEALTH CENTER DR	CALLE DE LA LOUISA	PASEO DE VALENCIA	LOCAL	E	E	2	AC	769	20	15,380	66	4/12/18
291	1	291X1	STOCKPORT ST	WILKES PL	CONCRETE ROADBLOCK	LOCAL	E	E	2	AC	635	36	22,860	66	4/5/18
48	1	48X1	ANACAPA ST	SAN PEDRO AVE	EL PRADO ST	LOCAL	E	C	2	AC	770	33	25,410	67	3/29/18
53	1	53X1	ASHLAND DR	KENNINGTON DR	WEYBURN DR	LOCAL	E	E	2	AC	1,175	37	43,475	67	4/12/18
98	1	98X1	CREEK DR	LINDA VISTA DR	SOUTH END	LOCAL	E	C	2	AC	780	35	29,400	67	4/2/18
200	1	200X1	MENDOCINO AVE	ALISO HILLS DR	MENDOCINO CT	LOCAL	E	C	2	AC	130	36	4,680	67	4/12/18
25	17	25X17	NELLIE GAIL RD	LANE MERGE	OSO PKWY	LOCAL	E	A	1	AC	968	20	20,480	67	4/4/18
34	4	34X4	SAN REMO DR	PALERMO	PESARO	LOCAL	E	F	2	AC	482	32	15,424	67	11/2/17
270	1	270X1	SARITA DR	LINDA VISTA DR	ALISA LN	LOCAL	E	C	2	AC	735	33	24,255	67	4/2/18
277	1	277X1	SOLANO CT	ALAMEDA AVE	EAST END	LOCAL	E	C	2	AC	245	40	11,900	67	3/29/18
73	1	73X1	BUCKSKIN DR	NELLIE GAIL RD	SILVER SADDLE LN	LOCAL	E	B	2	AC	1,329	39	51,831	68	4/4/18
163	2	163X2	LA CIENEGA ST	LA CIENEGA ST	ALISO HILLS DR	LOCAL	E	C	2	AC	130	37	4,810	68	3/29/18
291	2	291X2	STOCKPORT ST	PASEO DE VALENCIA	CONCRETE ROADBLOCK	LOCAL	E	E	2	AC	570	35	19,950	68	4/12/18
306	1	306X1	TOTALOMA CT	ALAMEDA AVE	EAST END	LOCAL	E	C	2	AC	575	29	18,775	68	3/29/18
61	1	61X1	BECKENHAM ST	PASEO DE VALENCIA	ACACIA LN	LOCAL	E	E	2	AC	1,063	36	38,268	69	4/2/18
73	2	73X2	BUCKSKIN DR	SILVER SADDLE LN	MUSTANG DR	LOCAL	E	B	2	AC	904	39	35,256	69	4/4/18
105	1	105X1	DEL MONTE ST	ALAMEDA AVE	LA CUESTA AVE	LOCAL	E	C	2	AC	950	37	35,150	69	3/29/18
118	1	118X1	EL SEGUNDO ST	ALISO HILLS DR	NORTH END	LOCAL	E	C	2	AC	570	36	22,620	69	3/29/18
165	1	165X1	LA HABRA CT	SARITA DR	EAST END	LOCAL	E	C	2	AC	330	33	12,990	69	4/2/18
294	1	294X1	SUNDANCE AVE	SANTA ROSA AVE	LOS ALAMITOS AVE	LOCAL	E	C	2	AC	420	37	15,540	69	3/29/18
327	1	327X1	WEYBURN DR	ASHLAND DR	EAST END	LOCAL	E	E	2	AC	770	37	28,490	69	4/3/18
55	1	55X1	AVENIDA AVALON	VIA BALBOA	SOUTH END	LOCAL	E	E	2	AC	210	33	9,030	70	4/3/18

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
148	2	148X2	HENDON ST	CAMBERWELL ST	CALLE CARMEL	LOCAL	E	E	2	AC	500	37	18,500	71	10/18/17
181	1	181X1	LOS CERROS ST	LA CIENEGA ST	SOUTH END	LOCAL	E	C	2	AC	230	33	9,340	71	3/29/18
34	1	34X1	SAN REMO DR	TERAMO	SANTA VITTORIA DR.	LOCAL	E	F	2	AC	1,100	32	35,200	71	11/2/17
265	1	265X1	SANDIA CT	TERRA BELLA AVE	NORTH END	LOCAL	E	C	2	AC	425	37	17,825	71	3/29/18
296	3	296X3	SUNSET PL (E & W LOOP)	SUNSET PL	SUNSET PL EAST	LOCAL	E	E	2	AC	853	34	29,002	71	4/12/18
322	1	322X1	WAGON WHEEL DR	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AC	785	36	30,360	71	4/4/18
158	1	158X1	KATIE AVE	JULIE AVE	EAST END	LOCAL	E	E	2	AC	435	37	18,195	72	4/3/18
22	2	22X2	MILL CREEK DR	SOUTH END OF BRIDGE	RIDGE ROUTE DR	LOCAL	E	F	2	AC	2,703	40	108,120	72	10/25/17
122	1	122X1	ENCANTO CT	LUNA BONITA DR	SOUTH END	LOCAL	E	C	2	AC	280	39	13,020	73	3/29/18
182	1	182X1	LOS GATOS DR	BUENA VISTA DR	WEST END	LOCAL	E	C	2	AC	490	39	21,210	73	3/29/18
211	1	211X1	MORRO CT	TERRA BELLA AVE	WEST END	LOCAL	E	C	2	AC	230	33	9,690	73	3/29/18
25	8	25X8	NELLIE GAIL RD	HOUSTON TR	MUSTANG DR	LOCAL	E	B	2	AC	492	38	18,696	73	10/11/17
248	1	248X1	RED LODGE PL	NELLIE GAIL RD	WEST END	LOCAL	E	A	2	AC	685	40	29,500	73	4/4/18
269	1	269X1	SARA LN	PAIGE CIR	EAST END	LOCAL	E	E	2	AC	650	38	26,800	73	4/3/18
44	2	44X2	ALISAL AVE	LINDA VISTA DR	PASEO DE VALENCIA	LOCAL	E	C	2	AC	120	37	4,440	74	4/2/18
78	1	78X1	CALIFIA DR	MACKENZIE ST	LA SUEN RD	LOCAL	E	D	2	AC	865	36	30,890	74	10/18/17
127	1	127X1	EVERGREEN RD	OAK LEAF RD	FIR LN	LOCAL	E	D	2	AC	800	37	29,600	74	4/5/18
145	2	145X2	GRISOM RD	BARENTS ST	EAST END	LOCAL	E	D	2	AC	925	35	32,375	74	10/18/17
164	1	164X1	LA CUESTA AVE	TERRA BELLA AVE	SAUSALITO ST	LOCAL	E	C	2	AC	1,350	33	44,550	74	3/29/18
201	1	201X1	MENDOCINO CT	WEST END	EAST OF MENDOCINO AVE	LOCAL	E	C	2	AC	1,080	37	44,160	74	3/29/18
22	1	22X1	MILL CREEK DR	LAKE FOREST DR	NORTH END OF BRIDGE	LOCAL	E	F	2	AC	1,064	40	42,560	74	10/25/17
25	13	25X13	NELLIE GAIL RD	LOST COLT DR	RED LODGE PL	LOCAL	E	A	2	AC	645	40	25,800	74	4/4/18
25	3	25X3	NELLIE GAIL RD	BUCKBOARD LN	CHAPARRAL PL	LOCAL	E	B	2	AC	1,284	38	48,792	74	4/12/18
25	15	25X15	NELLIE GAIL RD	ROAD SPLIT	EMPTY SADDLE DR	LOCAL	E	A	2	AC	321	38	12,198	74	4/4/18
225	1	225X1	PAIGE CIR	GEORGIA SUE DR	SOUTH END	LOCAL	E	E	2	AC	675	37	26,725	74	4/3/18
233	1	233X1	PIKE RD	LA SUEN RD	MACKENZIE ST	LOCAL	E	D	2	AC	962	33	31,746	74	10/18/17
252	1	252X1	RIO GRANDE AVE	TALEGA AVE	LA CIENEGA ST	LOCAL	E	C	2	AC	880	37	32,560	74	3/29/18
34	2	34X2	SAN REMO DR	PESARO	TERAMO	LOCAL	E	F	2	AC	612	32	19,584	74	11/2/17
267	1	267X1	SANTA ROSA AVE	MANDEVILLE DR	SUNDANCE AVE	LOCAL	E	C	2	AC	690	37	25,530	74	3/29/18
296	2	296X2	SUNSET PL (E & W LOOP)	SUNSET PL	SUNSET PL WEST	LOCAL	E	E	2	AC	768	34	26,112	74	4/2/18
304	2	304X2	TERRA BELLA AVE	MORRO CT	SOUTH END	LOCAL	E	C	2	AC	883	38	35,654	74	3/29/18
61	2	61X2	BECKENHAM ST	ACACIA LN	WILKES PL	LOCAL	E	E	2	AC	591	36	21,276	75	4/12/18
157	1	157X1	JULIE AVE	HON AVE	SARA LN	LOCAL	E	E	2	AC	740	37	27,380	75	4/3/18
160	1	160X1	KIM CIR	GEORGIA SUE DR	SOUTH END	LOCAL	E	E	2	AC	450	37	18,400	75	4/3/18
163	1	163X1	LA CIENEGA ST	RIO GRANDE AVE	SIERRA BONITA DR	LOCAL	E	C	2	AC	1,160	37	42,920	75	3/29/18
215	1	215X1	NATAMA CT	TERRA BELLA AVE	WEST END	LOCAL	E	C	2	AC	210	33	9,030	75	3/29/18
25	20	25X20	NELLIE GAIL RD	BUCKLESTONE CT	CABOT RD	LOCAL	E	B	2	AC	758	38	30,388	75	4/12/18
246	1	246X1	RED BARN CIR	NELLIE GAIL RD	NORTH END	LOCAL	E	A	2	AC	165	33	7,195	75	4/12/18
250	1	250X1	RICKENBACKER RD	PIKE RD	LA PAZ RD	LOCAL	E	D	2	AC	135	33	4,455	75	10/18/17
271	1	271X1	SAUSALITO ST	ALAMEDA AVE	EAST END	LOCAL	E	C	2	AC	1,325	35	48,475	75	3/29/18
83	1	83X1	CAROL LN	JULIE AVE	EAST END	LOCAL	E	E	2	AC	430	37	17,660	76	4/3/18
150	1	150X1	HIGHWOOD CIR	ROCKING HORSE LN	NORTH END	LOCAL	E	A	2	AC	805	40	34,300	76	4/4/18
207	1	207X1	MODOC DR	PADUA DR	SOUTH END	LOCAL	E	D	2	AC	475	37	19,675	76	10/18/17
25	9	25X9	NELLIE GAIL RD	MUSTANG DR	BRIDLEWOOD DR	LOCAL	E	B	2	AC	409	38	15,542	76	4/12/18
25	11	25X11	NELLIE GAIL RD	ROCKING HORSE LN	EMPTY SADDLE DR	LOCAL	E	A	2	AC	611	38	23,218	76	4/4/18
25	2	25X2	NELLIE GAIL RD	DAPPLE GREY DR	BUCKBOARD LN	LOCAL	E	B	2	AC	470	38	19,360	76	10/11/17
219	1	219X1	OAK LEAF RD	SPRUCE LN	EVERGREEN RD	LOCAL	E	D	2	AC	860	37	31,820	76	4/5/18
241	1	241X1	PONCE CT	LINDA VISTA DR	SOUTH END	LOCAL	E	C	2	AC	205	33	8,865	76	4/2/18
284	1	284X1	SPOTTED PONY LN	EAST END	WEST END	LOCAL	E	A	2	AC	955	39	39,345	76	4/4/18
213	2	213X2	MUSTANG DR	FARRIER	APPALOOSA PL	LOCAL	E	B	2	AC	1,372	39	53,508	77	10/4/17

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Branch ID	Section ID	ContID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
253	1	253X1	RITTEN HOUSE CIR	ASHLAND DR	NORTH END	LOCAL	E	E	2	AC	420	37	15,540	77	4/2/18
169	1	169X1	LARGO DR	WEST END	LINDA VISTA DR	LOCAL	E	C	2	AC	1,430	35	52,150	78	4/2/18
180	1	180X1	LOS ALAMITOS AVE	MONTE ROYALE ST	MANDEVILLE DR	LOCAL	E	C	2	AC	1,215	37	44,955	78	3/29/18
213	3	213X3	MUSTANG DR	APALLOOSA PL	BUCKSKIN DR	LOCAL	E	B	2	AC	1,417	39	55,263	78	10/4/17
25	14	25X14	NELLIE GAIL RD	RED LODGE PL	ROCKING HORSE LN	LOCAL	E	A	2	AC	1,606	40	64,240	78	4/4/18
285	1	285X1	SPRUCE LN	WEST END	OAK LEAF RD	LOCAL	E	D	2	AC	330	42	15,960	78	4/5/18
304	1	304X1	TERRA BELLA AVE	ALISO HILLS DR	MORRO CT	LOCAL	E	C	2	AC	1,204	38	45,752	78	3/29/18
86	2	86X2	CHAMPLAIN RD	GRISSOM RD	LAPAZ RD	LOCAL	E	D	2	AC	1,260	33	41,580	79	4/5/18
112	3	112X3	EARHART RD	DE SALLE DR	ERISCON WY	LOCAL	E	D	2	AC	240	33	7,920	79	4/12/18
121	1	121X1	EMPTY SADDLE DR	NELLIE GAIL RD	SPOTTED PONY LN	LOCAL	E	A	2	AC	1,880	36	67,680	79	4/4/18
186	1	186X1	LUNA BONITA DR	LA SERRA ST	ENCANTO CT	LOCAL	E	C	2	AC	662	33	21,846	79	3/29/18
208	1	208X1	MONTE ROYALE ST	ALAMEDA AVE	LOS ALAMITOS AVE	LOCAL	E	C	2	AC	1,225	37	45,325	79	3/29/18
319	1	319X1	VIA LOMAS	MOULTON PKWY	ALICIA PKWY	LOCAL	E	E	2	AC	2,600	37	96,200	79	10/11/17
77	1	77X1	CALERO AVE	LA MIRADA ST	EL CONEJO LN	LOCAL	E	C	2	AC	290	33	9,570	80	4/2/18
87	1	87X1	CHAPARREL PL	NELLIE GAIL RD	SOUTH END	LOCAL	E	E	2	AC	1,365	37	50,505	80	4/3/18
138	1	138X1	GEORGIA SUE DR	JORIE DR	ALISAL AVE	LOCAL	E	C	2	AC	1,037	32	17,248	80	11/2/17
175	1	175X1	LINDA VISTA DR	LARGO DR	SANTA MARIA AVE	LOCAL	E	C	2	AC	539	32	17,248	80	11/2/17
34	3	34X3	SAN REMO DR	PALERMO	VENISIA	LOCAL	E	F	2	AC	803	35	28,105	80	4/13/18
300	2	300X2	TARANTO	TREVISO	OAK LEAF RD	LOCAL	E	D	2	AC	435	37	16,095	80	4/5/18
328	1	328X1	WHITE ALDER LN	MCINTYRE ST	END	LOCAL	E	F	2	AC	308	35	9,280	81	4/13/18
42	1	42X1	ADAMO	SORESINA	DEL MONTE ST	LOCAL	E	C	2	AC	730	38	27,740	81	3/29/18
1	2	1X2	ALAMEDA AVE	EL PRADO ST	END	LOCAL	E	F	2	AC	319	35	10,215	81	4/13/18
100	1	100X1	CREMONA	TARANTO	LA PAZ RD	LOCAL	E	D	2	AC	125	33	4,125	81	4/5/18
145	1	145X1	GRISSOM RD	PIKE RD	NORTH END	LOCAL	E	C	2	AC	715	38	29,120	81	3/29/18
167	1	167X1	LA SERRA ST	ALISO HILLS DR	ENCANTO CT	LOCAL	E	C	2	AC	1,549	33	51,117	81	3/29/18
186	2	186X2	LUNA BONITA DR	ENCANTO CT	ALISO HILLS DR	LOCAL	E	C	2	AC	593	38	22,534	81	10/11/17
25	4	25X4	NELLIE GAIL RD	CHAPARRAL PL	HOUSTON TR	LOCAL	E	B	2	AC	315	39	14,385	81	4/4/18
259	1	259X1	SADDLEHORN LN	BUCKSKIN LN	SOUTH END	LOCAL	E	B	2	AC	875	37	32,375	81	3/29/18
299	1	299X1	TALEGA AVE	SAN PEDRO AVE	ALAMEDA AVE	LOCAL	E	C	2	AC	410	38	15,580	81	10/11/17
330	1	330X1	WILD VIEW TER	DAPPLE GREY DR	SOUTH END	LOCAL	E	B	2	AC	474	38	18,012	82	3/29/18
1	1	1X1	ALAMEDA AVE	DEL MONTE ST	ALISO HILLS DR	LOCAL	E	C	2	AC	637	38	24,206	82	3/29/18
1	3	1X3	ALAMEDA AVE	EL PRADO ST	ELENA DR	LOCAL	E	C	2	AC	1,255	33	41,415	82	10/18/17
148	1	148X1	HENDON ST	COSTEAU ST	CAMBERWELL ST	LOCAL	E	C	2	AC	928	37	34,336	82	4/2/18
175	2	175X2	LINDA VISTA DR	ALISAL AVE	SARITA DR	LOCAL	E	C	2	AC	468	24	11,976	82	10/11/17
25	1	25X1	NELLIE GAIL RD	OSO PKWY	DAPPLE GREY DR	LOCAL	E	B	1	AC	235	33	9,855	82	4/5/18
236	1	236X1	PINEWOOD LN	WEST END	OAK LEAF RD	LOCAL	E	D	2	AC	475	31	14,725	82	4/3/18
244	1	244X1	RAMONA ST	YOLANDA ST	ALICIA PKWY	LOCAL	E	C	2	AC	140	42	5,880	82	3/29/18
275	1	275X1	SIERRA BONITA DR	LA CIENEGA ST	ALISO HILLS DR	LOCAL	E	C	2	AC	172	34	5,848	82	4/2/18
296	1	296X1	SUNSET PL (E & W LOOP)	BECKENHAM ST	SUNSET PL	LOCAL	E	E	2	AC	771	38	29,298	83	3/29/18
1	4	1X4	ALAMEDA AVE	ELENA DR	MONTE ROYALE ST	LOCAL	E	C	2	AC	992	38	37,696	83	3/29/18
5	5	5X5	ALISO HILLS DR	MENDOCINO AV	LA CIENEGA ST	LOCAL	E	C	2	AC	763	38	28,994	83	3/29/18
5	4	5X4	ALISO HILLS DR	LA SERRA ST	MENDOCINO AV	LOCAL	E	C	2	AC	280	35	8,300	83	4/13/18
143	1	143X1	GRAVINO	PESARO	WEST END	LOCAL	E	D	2	AC	535	36	19,260	83	4/5/18
145	4	145X4	GRISSOM RD	MACKENZIE ST	WEST END	LOCAL	E	E	2	AC	1,482	33	48,906	83	10/18/17
15	3	15X3	HON AVE	CAMBERWELL ST	GEORGIA SUE	LOCAL	E	D	2	AC	525	33	17,325	83	4/5/18
161	1	161X1	KNOTTY PINE RD	MCINTYRE ST	MACKENZIE ST	LOCAL	E	D	2	AC	1,000	36	36,000	83	10/18/17
168	1	168X1	LA SUEN RD	CALIFIA DR	PIKE RD	LOCAL	E	D	2	AC	170	43	9,410	83	3/29/18
171	1	171X1	LAS ALTURAS CT	LAS ALTURAS AVE	EAST END	LOCAL	E	C	2	AC	995	36	37,920	83	4/12/18
255	1	255X1	ROCKRIDGE RD	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AC	315	39	14,385	83	4/4/18
276	1	276X1	SILVER SADDLE LN	BUCKSKIN DR	SOUTH END	LOCAL	E	B	2	AC	315	39	14,385	83	4/4/18

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Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
290	1	290X1	STENSON PL	BUCKSBOARD LN	NORTH END	LOCAL	E	B	2	AC	625	39	24,375	83	4/4/18
303	1	303X1	TERNI	SORESINA	END	LOCAL	E	F	2	AC	330	35	10,600	83	4/13/18
313	2	313X2	VELASQUEZ RD	MAWSON DR	EARHART	LOCAL	E	D	2	AC	288	33	9,504	83	4/5/18
1	5	1X5	ALAMEDA AVE	LA PAZ RD	MONTE ROYALE ST	LOCAL	E	C	2	AC	449	38	17,062	84	3/29/18
65	1	65X1	BOONE PL	CADALLAC DR	SOUTH END	LOCAL	E	D	2	AC	170	43	9,410	84	10/18/17
112	4	112X4	EARHART RD	ERICKSON WY	LAS BOLINAS ST	LOCAL	E	D	2	AC	255	33	8,415	84	4/5/18
113	1	113X1	EL CAPITAN LN	CREEK DR	LARGO DR	LOCAL	E	C	2	AC	880	33	29,040	84	4/2/18
115	1	115X1	EL DORADO DR	STAGE COACH DR	PRESIDIO DR	LOCAL	E	D	2	AC	860	33	28,380	84	10/18/17
159	1	159X1	KENNINGTON DR	PASEO DE VALENCIA	CLARINGTON DR	LOCAL	E	E	2	AC	200	37	7,400	84	4/2/18
176	1	176X1	LIPARI	TERAMO	END	LOCAL	E	F	2	AC	368	35	11,930	84	4/13/18
25	18	25X18	NELLIE GAIL RD	SHERIFF RD	PRAIRIESTONE DR	LOCAL	E	B	2	AC	704	38	26,752	84	10/4/17
287	1	287X1	STAGE COACH DR	MACKENZIE ST	EL DORADO DR	LOCAL	E	D	2	AC	625	37	23,125	84	10/18/17
302	1	302X1	TERAMO	SAN REMO	MARSALA	LOCAL	E	F	2	AC	747	39	29,133	84	4/13/18
5	1	5X1	ALISO HILLS DR	LA CIENEGA ST	SIERRA BONITA DR	LOCAL	E	C	2	AC	753	38	28,614	85	3/29/18
57	1	57X1	BARENTS ST	HILLARY LN	GRISOM RD	LOCAL	E	D	2	AC	1,300	33	42,900	85	10/18/17
97	1	97X1	COSTEAU ST	ALICIA PKWY	BECKENHAM ST	LOCAL	E	B	2	AC	1,650	36	59,400	85	10/18/17
102	1	102X1	DAPPLE GREY DR	NELLIE GAIL DR S CNR	WEST END	LOCAL	E	D	2	AC	667	34	22,678	85	10/11/17
128	1	128X1	EXPRESS DR	ELDORADO DR	END	LOCAL	E	D	2	AC	600	36	23,700	85	10/18/17
192	1	192X1	MANDEVILLE DR	EAST END	MOULTON PKWY	LOCAL	E	C	2	AC	1,685	38	66,130	85	3/29/18
195	1	195X1	MARSALA	BARBERA	END	LOCAL	E	F	2	AC	967	39	37,213	85	11/2/17
25	21	25X21	NELLIE GAIL RD	NELLIE GAIL RD	RED CORRAL	LOCAL	E	B	2	AC	665	38	25,270	85	10/4/17
232	1	232X1	PESARO	SAN REMO DR	END	LOCAL	E	F	2	AC	850	42	32,200	85	11/2/17
278	1	278X1	SORESINA	TERAMO	ADAMO	LOCAL	E	F	2	AC	655	35	22,025	85	11/2/17
298	1	298X1	SYCAMORE LN	MCINTYRE ST	WEST END	LOCAL	E	D	2	AC	110	27	2,970	85	4/5/18
313	5	313X5	VELASQUEZ RD	EARHART	NORTHUP	LOCAL	E	D	2	AC	276	33	9,108	85	4/5/18
313	3	313X3	VELASQUEZ RD	GRISOM RD	PASEO DE VALENCIA	LOCAL	E	D	2	AC	145	33	4,785	85	4/5/18
338	1	338X1	WOOLWICH ST	COSTEAU ST	WILKES PL	LOCAL	E	E	2	AC	1,465	33	48,345	85	10/18/17
56	2	56X2	BARBERA	MARSALA	PESARO	LOCAL	E	F	2	AC	1,179	39	45,981	86	11/2/17
63	1	63X1	BIANCO	MARSALA	END	LOCAL	E	F	2	AC	348	35	10,680	86	11/2/17
70	1	70X1	BROKEN BIT LN	BUCKSKIN DR	SOUTH END	LOCAL	E	B	2	AC	785	36	30,360	86	4/4/18
80	2	80X2	CAMBERWELL ST	HENDON	COUSTEU ST	LOCAL	E	E	2	AC	607	37	22,459	86	10/18/17
84	1	84X1	CATANIA	CREMONA	END	LOCAL	E	F	2	AC	255	35	7,425	86	11/2/17
93	1	93X1	COLONNA	SORESINA	PESARO	LOCAL	E	F	2	AC	570	35	19,950	86	11/2/17
95	1	95X1	COSTEAU CT	COSTEAU ST	NORTH END	LOCAL	E	E	2	AC	110	49	5,390	86	10/18/17
114	1	114X1	EL CONEJO LN	LINDA VISTA DR	CALERO AVE	LOCAL	E	C	2	AC	930	33	30,690	86	4/2/18
135	1	135X1	FORMELLO	BARBERA	END	LOCAL	E	F	2	AC	378	35	9,930	86	11/2/17
145	6	145X6	GRISOM RD	GRISOM RD	NORTH END	LOCAL	E	D	2	AC	132	33	6,456	86	4/5/18
15	2	15X2	HON AVE	CAMBERWELL ST	ALICIA PKWY	LOCAL	E	E	1	AC	829	37	30,673	86	10/18/17
170	1	170X1	LAS ALTURAS AVE	MANDEVILLE DR	MONTE ROYALE ST	LOCAL	E	C	2	AC	1,025	37	37,925	86	3/29/18
198	1	198X1	MCINTYRE ST	PIKE RD	LA PAZ RD	LOCAL	E	D	2	AC	120	33	3,960	86	10/18/17
202	1	202X1	MESSINA	COLONNA	END	LOCAL	E	F	2	AC	226	35	7,010	86	11/2/17
204	1	204X1	MILANO	TARANTO	MONTOVA	LOCAL	E	F	2	AC	198	35	6,930	86	11/2/17
25	19	25X19	NELLIE GAIL RD	BUCKLESTONE CT	SHERIFF RD	LOCAL	E	B	2	AC	849	38	32,262	86	10/4/17
25	16	25X16	NELLIE GAIL RD	MOULTON PKWY	LOST COLT DR	LOCAL	E	A	1	AC	603	20	12,060	86	4/4/18
222	1	222X1	OVERLAND DR	CAJON DR	WEST END	LOCAL	E	D	2	AC	570	36	22,620	86	10/18/17
272	1	272X1	SAVONA	BARBERA	END	LOCAL	E	E	2	AC	284	35	9,740	86	11/2/17
309	2	309X2	TORINO	WEST END	EAST END	LOCAL	E	F	2	AC	298	35	8,430	86	11/2/17
339	1	339X1	YOLANDA ST	EVA ST	RAMONA ST	LOCAL	E	C	2	AC	800	33	28,500	86	4/3/18
5	3	5X3	ALISO HILLS DR	LUNA BONITA DR	LA SERRA ST	LOCAL	E	C	2	AC	1,689	38	64,182	87	3/29/18
5	6	5X6	ALISO HILLS DR	ALICIA PKWY	LA CIENEGA ST	LOCAL	E	C	2	AC	713	38	27,094	87	3/29/18

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Sorted by Rank, PCI (0-100)

Branch ID	Section ID	ContID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
51	2	51X2	ANDREA ST	LUPITA ST	SOUTH END	LOCAL	E	C	2	AC	269	39	12,591	87	4/3/18
72	1	72X1	BUCKLESTONE CT	NELLIE GAIL RD	NORTH END	LOCAL	E	B	2	AC	350	39	15,750	87	10/4/17
95	2	95X2	COSTEAU CT	COSTEAU ST	NORTH END	LOCAL	E	E	2	AC	115	48	5,520	87	10/18/17
16	2	16X2	INDIAN HILL LN	LAGUNA HILLS DR	OWL HILL LN	LOCAL	E	E	2	AC	485	38	18,080	87	4/3/18
187	1	187X1	LUPITA ST	LOUISA ST	EVA ST	LOCAL	E	C	2	AC	600	33	19,800	87	4/3/18
214	1	214X1	NAPOLI	PALERMO	END	LOCAL	E	F	2	AC	495	35	15,575	87	11/2/17
25	7	25X7	NELLIE GAIL RD	GLEN CANYON DR	GALLUP CIR	LOCAL	E	B	2	AC	575	38	21,850	87	10/4/17
25	5	25X5	NELLIE GAIL RD	PRAIRIESTONE DR	GLEN CANYON DR	LOCAL	E	B	2	AC	714	38	27,132	87	10/4/17
223	1	223X1	PADOVA	MARSALA	END	LOCAL	E	F	2	AC	268	35	9,230	87	11/2/17
228	1	228X1	PATRICIA ST	LUPITA ST	EAST END	LOCAL	E	C	2	AC	420	37	17,640	87	4/3/18
230	1	230X1	PECOS RD	HITCHING RAIL RD	WEST END	LOCAL	E	B	2	AC	1,220	36	46,020	87	10/4/17
258	1	258X1	ROSA ST	LUPITA ST	NORTH END	LOCAL	E	C	2	AC	560	36	22,260	87	4/3/18
297	1	297X1	SUTTER DR	EL DORADO DR	WEST END	LOCAL	E	D	2	AC	600	36	23,700	87	10/18/17
308	1	308X1	TOMBSTONE RD	OSO PKWY	HITCHING RAIL RD	LOCAL	E	B	2	AC	315	20	6,300	87	10/4/17
309	1	309X1	TORINO	TARANTO	TORINO	LOCAL	E	F	2	AC	252	35	8,820	87	11/2/17
314	1	314X1	VENISIA	TARANTO	END	LOCAL	E	F	2	AC	287	35	9,145	87	11/2/17
316	1	316X1	VERONA	TARANTO	END	LOCAL	E	F	2	AC	328	35	10,530	87	4/13/18
350	1	350X1	YORK CIR	WILKES PL	WEST END	LOCAL	E	E	2	AC	605	33	19,965	87	10/18/17
80	1	80X1	CAMBERWELL ST	HON AVE	HENDON ST	LOCAL	E	E	2	AC	1,103	37	40,811	88	10/18/17
96	1	96X1	COSTEAU DR	ALICIA PKWY	CAJON DR	LOCAL	E	D	2	AC	1,980	36	71,280	88	10/18/17
123	2	123X2	ERICSON WY	EARHART RD	PASEO DE VALENCIA	LOCAL	E	D	2	AC	1,993	37	51,541	88	10/18/17
134	1	134X1	FLINTLOCK LN	BRIDLEWOOD DR	NORTH END	LOCAL	E	B	2	AC	1,015	36	38,640	88	10/4/17
137	1	137X1	GENOVA	PALERMO	END	LOCAL	E	F	2	AC	562	35	18,170	88	11/2/17
15	1	15X1	HON AVE	ALICIA PKWY	CAMBERWELL ST	LOCAL	E	E	2	AC	777	27	20,979	88	10/18/17
16	3	16X3	INDIAN HILL LN	OWL HILL LN	ASH CREEK LN	LOCAL	E	E	2	AC	909	38	34,542	88	4/3/18
206	1	206X1	MODINA	FORMELLO	END	LOCAL	E	F	2	AC	296	35	8,860	88	11/2/17
209	1	209X1	MONTOVA	MILANO	END	LOCAL	E	F	2	AC	268	35	7,880	88	11/2/17
212	1	212X1	MT DIABLO RD	GLEN CANYON DR	SOUTH END	LOCAL	E	B	2	AC	1,300	36	48,900	88	10/4/17
242	1	242X1	PRAIRESTONE DR	NELLIE GAIL RD	HITCHING RAIL RD	LOCAL	E	B	2	AC	1,525	39	59,475	88	10/4/17
247	1	247X1	RED CORRAL RD	NELLIE GAIL RD	HORSESHOE	LOCAL	E	B	2	AC	1,370	34	46,580	88	10/4/17
247	2	247X2	RED CORRAL RD	HORSESHOE	MUSTANG DR	LOCAL	E	B	2	AC	1,003	34	34,102	88	10/4/17
261	1	261X1	SALFORD ST	SOUTHPORT ST	COSTEAU ST	LOCAL	E	E	2	AC	950	33	31,350	88	10/18/17
262	1	262X1	SAN DONA	GENOVA	END	LOCAL	E	F	2	AC	312	35	9,420	88	11/2/17
263	1	263X1	SAN PEDRO AVE	ANACAPA ST	TALEGA AVE	LOCAL	E	C	2	AC	625	33	20,625	88	3/29/18
273	1	273X1	SHENANDOAH DR	HIDDEN TRAIL RD	SOUTH END	LOCAL	E	A	2	AC	550	41	24,650	88	4/4/18
283	1	283X1	SOUTHPORT ST	WOOLWICH ST	EAST END	LOCAL	E	E	2	AC	1,570	34	53,380	88	10/18/17
300	1	300X1	TARANTO	VENISIA	SAN REMO DR	LOCAL	E	F	2	AC	902	35	31,570	88	11/2/17
50	1	50X1	ANCONA	TREVISO	END	LOCAL	E	F	2	AC	306	35	9,760	89	11/2/17
51	1	51X1	ANDREA ST	LUPITA ST	NORTH END	LOCAL	E	C	2	AC	272	39	12,708	89	4/3/18
107	1	107X1	DERBY CIR	WILKES PL	WEST END	LOCAL	E	E	2	AC	490	37	20,230	89	10/18/17
136	1	136X1	GALLUP CIR	LA PAZ RD	RANGWOOD RD	LOCAL	E	B	2	AC	1,908	39	74,412	89	10/4/17
152	3	152X3	HITCHING RAIL RD	TOMBSTONE RD	PRIARESTONE DR	LOCAL	E	B	2	AC	1,410	39	54,990	89	10/4/17
152	1	152X1	HITCHING RAIL RD	PRIARESTONE DR	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,150	39	44,850	89	10/4/17
152	2	152X2	HITCHING RAIL RD	CABOT RD	TOMBSTONE RD	LOCAL	E	B	2	AC	430	39	16,770	89	10/4/17
177	1	177X1	LOMBARDI	PASERO	END	LOCAL	E	F	2	AC	315	35	9,525	89	11/2/17
185	1	185X1	LOUISA ST	MOULTON PKWY	WEST END	LOCAL	E	C	2	AC	1,225	33	42,175	89	4/3/18
189	3	189X3	MACKENZIE ST	PIKE RD	CALIFIA DR	LOCAL	E	D	2	AC	988	37	36,556	89	10/18/17
226	1	226X1	PALERMO	SAN REMO DR	TARANTO	LOCAL	E	F	2	AC	964	35	33,490	89	11/2/17
279	1	279X1	SORRELL PL	SAN REMO DR	EAST END	LOCAL	E	B	2	AC	280	34	11,620	89	4/4/18
282	1	282X1	SOUTHPORT CT	SOUTHPORT ST	NORTH END	LOCAL	E	E	2	AC	140	45	8,400	89	10/18/17

Sorted by Rank, PCI (0-100)

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Pavement Condition Index (PCI) Report - All Streets

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
311	1	311X1	TREVISIO	NAPOLI	END	LOCAL	E	F	2	AC	425	35	13,125	89	11/2/17
323	1	323X1	WATERWHEEL PL	HITCHING RAIL RD	EAST END	LOCAL	E	B	2	AC	390	38	16,920	89	10/4/17
325	1	325X1	WELLS FARGO DR	CAJON DR	MACKENZIE ST	LOCAL	E	D	2	AC	625	37	23,125	89	10/18/17
5	2	5X2	ALISO HILLS DR	LA PAZ RD	LUNA BONITA DR	LOCAL	E	C	2	AC	453	38	17,214	90	3/29/18
67	1	67X1	BOOTSTRAP PL	GALLUP CIR	WEST END	LOCAL	E	B	2	AC	175	44	9,800	90	10/4/17
123	1	123X1	ERICSON WY	COSTEAU DR	EARHART RD	LOCAL	E	D	2	AC	1,105	37	40,885	90	10/18/17
16	1	16X1	INDIAN HILL LN	MOULTON PKWY	ASH CREEK LN	LOCAL	E	E	2	AC	662	38	26,066	90	4/3/18
324	1	324X1	MACKENZIE CT	MACKENZIE ST	SOUTH END	LOCAL	E	D	2	AC	85	60	7,200	90	10/18/17
25	6	25X6	NELLIE GAIL RD	RED CORRAL RD	GALLUP CIR	LOCAL	E	B	2	AC	854	38	32,452	90	10/4/17
243	1	243X1	PRESIDO DR	EL DORADO DR	CALIFIA DR	LOCAL	E	D	2	AC	490	36	17,640	90	10/18/17
345	1	345X1	ANVIL CIR	FARRIER CIR	NORTH END	LOCAL	E	B	2	AC	707	33	25,431	91	10/4/17
56	1	56X1	BARBERA	SANTA VITTORIA	MARSALA	LOCAL	E	F	2	AC	303	39	11,817	91	11/2/17
69	3	69X3	BRIDLEWOOD DR	OSO PKWY	SADDLE ROCK PL	LOCAL	E	B	2	AC	220	36	7,920	91	10/11/17
69	1	69X1	BRIDLEWOOD DR	FLINTLOCK LN	NELLIE GAIL RD	LOCAL	E	B	2	AC	490	39	19,110	91	10/11/17
109	1	109X1	DESERT TRAIL	NELLIE GAIL DR	SOUTH END	LOCAL	E	B	2	AC	525	37	21,525	91	10/4/17
126	1	126X1	EVA ST	LUPITA ST	YOLANDA ST	LOCAL	E	C	2	AC	950	33	31,350	91	4/3/18
344	1	344X1	FARRIER CIR	MUSTANG DR	NORTH END	LOCAL	E	B	2	AC	571	33	20,943	91	10/4/17
139	1	139X1	GLEN CANYON DR	NELLIE GAIL RD	SOUTH END	LOCAL	E	B	2	AC	1,985	38	75,430	91	10/4/17
145	5	145X5	GRUSSOM RD	ERICSON WY	PIKE RD	LOCAL	E	D	2	AC	1,000	35	35,000	91	10/18/17
189	4	189X4	MACKENZIE ST	CALIFIA DR	COUTEAU DR	LOCAL	E	D	2	AC	1,542	37	57,054	91	10/18/17
213	1	213X1	MUSTANG DR	NELLIE GAIL RD	FARRIER	LOCAL	E	B	2	AC	648	39	25,272	91	10/4/17
221	1	221X1	OROVILLE PL	MC DIABLO RD	SOUTH END	LOCAL	E	B	2	AC	605	37	24,485	91	10/4/17
245	1	245X1	RANGEWOOD RD	GALLUP CIR	EAST END	LOCAL	E	B	2	AC	1,290	36	48,540	91	10/4/17
251	1	251X1	MINIMI	SAN REMO DR	END	LOCAL	E	F	2	AC	250	35	7,250	91	11/2/17
274	1	274X1	SHERIFF RD	NELLIE GAIL RD	EAST END	LOCAL	E	B	2	AC	775	36	27,900	91	10/4/17
286	1	286X1	SPUR BRANCH LN	HITCHING RAIL RD	EAST END	LOCAL	E	B	2	AC	760	36	29,110	91	10/4/17
312	1	312X1	VALERIE ST	BENTLEY LN	COSTEAU DR	LOCAL	E	D	2	AC	225	36	8,100	91	4/5/18
337	1	337X1	WOOLWICH CT	WOOLWICH ST	WEST END	LOCAL	E	E	2	AC	150	45	8,850	91	10/18/17
82	1	82X1	CARMEL ST	SOUTH END	NORTH END	LOCAL	E	C	2	AC	865	35	34,475	92	4/3/18
139	2	139X2	GLEN CANYON DR	BRIDLEWOOD DR	END	LOCAL	E	B	2	AC	146	33	6,918	92	10/4/17
154	1	154X1	HOUSTON TRAIL	NELLIE GAIL RD	SOUTH END	LOCAL	E	B	2	AC	860	36	30,960	92	10/11/17
47	1	47X1	AMALIA ST	YOLANDA ST	CARMEL ST	LOCAL	E	C	2	AC	210	33	6,930	93	4/3/18
69	5	69X5	BRIDLEWOOD DR	SADDLE ROCK PL	FLINTLOCK LN	LOCAL	E	B	2	AC	755	41	30,955	93	10/11/17
102	2	102X2	DAPPLE GREY DR	WILD VIEW TER	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,624	34	55,216	93	10/11/17
136	2	136X2	GALLUP CIR	RANGEWOOD RD	NELLIE GAIL RD	LOCAL	E	B	2	AC	1,034	37	38,258	93	10/4/17
240	1	240X1	POKER FLATS PL	NELLIE GAIL RD	NORTH END	LOCAL	E	B	2	AC	310	40	14,500	93	10/4/17
249	1	249X1	RICH SPRINGS CIR	HITCHING RAIL RD	WEST END	LOCAL	E	B	2	AC	175	44	9,800	93	10/4/17
40	1	40X1	VISTA GRANDE DR	PERALTA DR	END	LOCAL	E	F	2	AC	443	40	19,820	93	10/25/17
52	1	52X1	APPALOOSA PL	MUSTANG DR N CNR	LA PAZ RD S CNR	LOCAL	E	B	2	AC	240	35	8,400	94	4/4/18
81	1	81X1	CARLSON CT	LAUREL CREST DR	EAST END	LOCAL	E	A	2	AAC	135	33	4,455	94	4/12/18
149	1	149X1	HIGHPLAINS TER	GLEN CANYON DR	EAST END	LOCAL	E	B	2	AC	515	37	21,155	94	10/4/17
343	1	343X1	HORSESHOE CIR	RED CORRAL RD	SOUTH END	LOCAL	E	B	2	AC	396	33	15,168	94	10/4/17
35	1	35X1	SOUTH POINTE DR	PLAZA POINTE DR	END	LOCAL	E	F	2	AC	487	40	21,580	94	10/25/17
35	2	35X2	SOUTH POINTE DR	PLAZA POINTE DR	PERALTA RD	LOCAL	E	F	2	AC	870	64	34,840	94	10/25/17
104	2	104X2	DEL LAGO DR	LA CADENA DR	LAKE FOREST DR	LOCAL	E	F	2	AC	870	64	55,680	95	10/25/17
17	1	17X1	LA CADENA DR	PERALTA DR	DEL LAGO DR	LOCAL	E	F	2	AC	541	40	21,640	95	10/25/17
260	1	260X1	SADDLEROCK PL	BRIDLEWOOD DR	WEST END	LOCAL	E	B	2	AC	540	37	22,080	95	10/11/17
37	11	37X11	SANTA VITTORIA DR	LANE MERGE	RIDGE ROUTE DR	LOCAL	E	F	1	AC	371	22	8,162	95	10/25/17
43	1	43X1	ALCALDE DR	VERDUGO DR	PERALTA DR	LOCAL	E	F	2	AC	1,560	43	67,630	96	10/25/17
76	1	76X1	CAJON DR	WELLS FARGO DR	COSTEAU DR	LOCAL	E	D	2	AC	560	37	20,720	96	4/12/18

Attachment: Pavement Management Plan (PMP) (1579 : Measure M (M2) Compliance Reporting)

Sorted by Rank, PCI (0-100)

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Pavement Condition Index (PCI) Report - All Streets

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
104	1	104X1	DEL LAGO DR	ALCALDE DR	LA CADENA DR	LOCAL	E	F	2	AC	1,160	44	51,040	96	10/25/17
116	2	116X2	EL PACIFICO DR	MOULTON PKWY	VERDUGO DR	LOCAL	E	F	2	AC	300	64	19,200	96	10/25/17
29	2	29X2	PERALTA DR	ALCADE DR	RIDGE ROUTE DR	LOCAL	E	F	2	AC	570	40	22,800	96	10/25/17
29	1	29X1	PERALTA DR	LA CADENA DR	ALCALDE DR	LOCAL	E	F	2	AC	1,346	40	53,840	96	10/25/17
39	2	39X2	VERDUGO DR	ALCALDE DR	EL PACIFICO DR	LOCAL	E	F	2	AC	560	36	20,710	96	10/25/17
86	4	86X4	CHAMPLAIN RD	CHAMPLAIN RD	END	LOCAL	E	D	2	AC	114	33	5,862	97	4/5/18
116	1	116X1	EL PACIFICO DR	VERDUGO DR	END	LOCAL	E	F	2	AC	235	43	12,205	97	10/25/17
17	2	17X2	LA CADENA DR	VERDUGO DR	DEL LAGO DR	LOCAL	E	F	2	AC	709	40	28,360	97	10/25/17
31	1	31X1	PLAZA POINTE DR	AVENIDA DE LA CARLOTA	SOUTH POINTE DR	LOCAL	E	F	2	AC	895	35	31,325	97	10/25/17
38	1	38X1	TERRA DR	LA CADENA DR	END	LOCAL	E	F	2	AC	158	40	8,176	97	10/25/17
39	1	39X1	VERDUGO DR	LA CADENA DR	EL PACIFICO DR	LOCAL	E	F	2	AC	587	36	21,682	97	10/25/17
9	1	9X1	COMMERCE CENTER DR	AVE DE LA CARLOTA	END	LOCAL	E	F	2	AC	983	46	47,718	98	10/25/17
220	2	220X2	ORELLANO WY	ORELLANO WY	END	LOCAL	E	D	2	AC	105	33	5,565	98	4/5/18
60	1	60X1	BEARGRASS CIR	LOST COLT DR	SOUTH END	LOCAL	E	A	2	AC	165	33	7,545	99	4/12/18
92	1	92X1	COACH SPRINGS LN	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AC	500	38	21,100	99	4/4/18
144	1	144X1	GRISOM CIR	HILLARY LN	WEST END	LOCAL	E	D	2	AC	120	47	5,640	99	10/18/17
184	1	184X1	LOST TRAIL DR	RAPID FALLS RD	DILLION RD	LOCAL	E	A	2	AC	1,880	38	71,440	99	4/12/18
254	1	254X1	ROCKING HORSE LN	NELLIE GAIL RD	NORTH END	LOCAL	E	A	2	AC	970	39	39,930	99	4/12/18
41	1	41X1	ABILENE CIR	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AAC	410	38	17,680	100	8/1/14
49	1	49X1	ANADALE DR	VISTA VIEJO N CNR	NORTH END	LOCAL	E	A	2	AAC	890	35	33,250	100	8/1/14
6	15	6X15	AVENIDA DE LA CARLOTA	LOS ALISOS BLS CNR	CHRISTINA CT N CNR	LOCAL	E	E	2	AC	155	34	4,830	100	4/2/18
57	3	57X3	BARENTS ST	WILKES PL	EAST END	LOCAL	E	D	2	AAC	1,310	36	49,260	100	8/1/12
57	2	57X2	BARENTS ST	WILKES PL	HILLARY LN	LOCAL	E	D	2	AAC	135	33	4,455	100	8/1/14
58	1	58X1	BARKSTONE LN	VISTA VIEJO	NORTH END	LOCAL	E	A	2	AAC	660	36	25,860	100	8/1/14
59	1	59X1	BAUTISTA DR	PADUA DR	SOUTH END	LOCAL	E	D	2	AC	455	33	17,115	100	10/18/17
62	1	62X1	BENTLEY LN	ALICIA PKWY	EAST END	LOCAL	E	D	2	AAC	1,555	38	61,190	100	8/1/12
64	1	64X1	BLACK HORSE LN	LOST COLT DR	WEST END	LOCAL	E	A	2	AAC	850	36	32,700	100	8/1/12
66	1	66X1	BOOTHILL CT	DILLION RD	WEST END	LOCAL	E	A	2	AAC	475	38	20,550	100	8/1/14
68	1	68X1	BRADFORD LN	NOTTINGHAM CT	NORTH END	LOCAL	E	A	2	AAC	225	41	11,325	100	8/1/12
69	6	69X6	BRIDLEWOOD DR	MEADOW CREST DR	VISTA VIEJO	LOCAL	E	A	2	AAC	1,476	38	56,088	100	8/1/12
69	4	69X4	BRIDLEWOOD DR	LAUREL CREST DR	MEADOW CREST DR	LOCAL	E	A	2	AAC	791	38	30,058	100	8/1/12
69	2	69X2	BRIDLEWOOD DR	OSO PKWY	LAUREL CREST DR	LOCAL	E	A	2	AAC	1,250	38	47,500	100	8/1/12
75	1	75X1	CADILLAC DR	GRISOM RD	HILLARY LN	LOCAL	E	D	2	AAC	970	33	32,010	100	8/1/14
85	1	85X1	CEDARBLUFF TER	WOODBUFF RD	EAST END	LOCAL	E	A	2	AAC	845	35	31,675	100	8/1/14
86	1	86X1	CHAMPLAIN RD	EARHART RD	VESPUCCI RD	LOCAL	E	D	2	AAC	830	35	30,050	100	8/1/12
86	3	86X3	CHAMPLAIN RD	PIKE RD	CHARLEMAGNE RD	LOCAL	E	D	2	AAC	725	33	24,475	100	8/1/12
88	1	88X1	CHARLEMAGNE RD	CHAMPLAIN RD	DE SALLE ST	LOCAL	E	D	2	AAC	535	33	18,155	100	8/1/12
89	1	89X1	CHESEA LN	NOTTINGHAM CT	SOUTH END	LOCAL	E	A	2	AAC	310	33	12,330	100	8/1/14
90	1	90X1	CHRISTINA CT	EAST END	WEST END	LOCAL	E	E	2	AAC	1,050	36	39,900	100	4/2/18
99	1	99X1	CREEKVIEW DR	WEST END	CHRISTINA CT	LOCAL	E	E	2	AAC	1,315	34	46,460	100	4/2/18
101	1	101X1	CRESTA CT	CREEKVIEW DR	NORTH END	LOCAL	E	E	2	AAC	160	33	7,030	100	4/2/18
103	2	103X2	DE SALLE ST	EARHART RD	GRISOM RD	LOCAL	E	D	2	AAC	1,239	33	40,887	100	8/1/12
103	1	103X1	DE SALLE ST	MACKENZIE ST	EARHART RD	LOCAL	E	D	2	AAC	1,200	33	40,600	100	8/1/12
106	1	106X1	DEPUTY CIR	DILLION RD	SOUTH END	LOCAL	E	A	2	AAC	1,245	34	44,430	100	8/1/14
108	1	108X1	DERBYHILL DR	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AAC	1,140	38	43,320	100	8/1/14
110	1	110X1	DEVONSHIRE RD	FALLING LEAF DR	NOTTINGHAM CT	LOCAL	E	A	2	AAC	900	37	33,300	100	8/1/12
111	1	111X1	DILLION RD	LOST TRAIL DR	EAST END	LOCAL	E	A	2	AAC	1,840	38	74,420	100	8/1/14
112	2	112X2	EARHART RD	DE SALLE DR	CHAMPLAIN RD	LOCAL	E	D	2	AAC	485	33	16,555	100	8/1/12
112	6	112X6	EARHART RD	EARHART RD	SOUTH END	LOCAL	E	D	2	AAC	118	33	5,994	100	8/1/14
112	5	112X5	EARHART RD	VELASQUEZ RD	LAS BOLSAS ST	LOCAL	E	D	2	AAC	1,168	37	43,216	100	8/1/12

Sorted by Rank, PCI (0-100)

City of Laguna Hills, CA
Pavement Condition Index (PCI) Report - All Streets

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
112	1	112X1	EARHART RD	BARENTS ST	VELASQUEZ RD	LOCAL	E	D	2	AAC	862	37	31,894	100	8/1/12
348	1	348X1	ELDERBROOK LN	WOODBUFF RD	SOUTH END	LOCAL	E	A	2	AAC	160	33	7,380	100	8/1/14
120	1	120X1	ELM BANK DR	DEVONSHIRE RD	WEST END	LOCAL	E	A	2	AAC	510	37	20,970	100	8/1/14
125	1	125X1	EUCALYPTUS DR	WOODBUFF RD	EAST END	LOCAL	E	A	2	AAC	340	32	12,980	100	8/1/14
129	1	129X1	FAIRCOURT LN	WOODBUFF RD	EAST END	LOCAL	E	A	2	AAC	565	36	22,440	100	8/1/14
130	1	130X1	FALLING LEAF DR	DEVONSHIRE RD	WOODBUFF RD	LOCAL	E	A	2	AAC	1,670	37	61,790	100	8/1/14
131	1	131X1	FARGO RD	ROCKRIDGE RD	SOUTH END	LOCAL	E	A	2	AAC	535	37	21,895	100	8/1/14
132	1	132X1	FIR LN	EVERGREEN RD	TREE TOP RD	LOCAL	E	D	2	AAC	250	37	9,250	100	8/1/12
133	1	133X1	FLETCHER PL	LAUREL CREST DR	EAST END	LOCAL	E	A	2	AAC	270	40	12,550	100	8/1/14
140	1	140X1	GOLD DUST LN	HIDDEN TRAIL RD	SOUTH END	LOCAL	E	A	2	AAC	910	36	34,860	100	8/1/14
141	1	141X1	GOLDEN ROD CIR	MAGNOLIA CT	EAST END	LOCAL	E	A	2	AAC	85	63	5,905	100	8/1/14
346	1	346X1	GREEN HILLS LN	WOODBUFF RD	RAIN TREE RD	LOCAL	E	A	2	AAC	597	33	19,701	100	8/1/14
14	1	14X1	GREENFIELD DR	SR 73 RAMPS	HIDDEN TRAIL RD	LOCAL	E	A	2	AAC	794	38	31,116	100	8/1/12
145	3	145X3	GRISSOM RD	LAS BOLSA ST	WILKES PL	LOCAL	E	D	2	AAC	1,785	33	59,905	100	8/1/14
146	1	146X1	HARRINGTON CT	NOTTINGHAM CT	NORTH END	LOCAL	E	A	2	AAC	395	38	17,110	100	8/1/14
147	1	147X1	HARTOG ST	VELASQUEZ RD	LAS BOLSA ST	LOCAL	E	D	2	AAC	875	31	27,125	100	8/1/14
342	3	342X3	HIDDEN TRAIL RD	DERBYHILL DR	STAGELINE DR	LOCAL	E	A	2	AAC	1,392	38	52,696	100	8/1/12
342	2	342X2	HIDDEN TRAIL RD	PINESTRAP CIR	DERBYHILL DR	LOCAL	E	A	2	AAC	1,580	38	60,040	100	8/1/12
342	1	342X1	HIDDEN TRAIL RD	GREENFIELD DR	PINESTRAP CIR	LOCAL	E	A	2	AAC	1,612	38	61,256	100	8/1/12
342	4	342X4	HIDDEN TRAIL RD	STAGELINE DR	NELLIE GAIL RD	LOCAL	E	A	2	AAC	1,944	38	73,872	100	8/1/14
151	1	151X1	HILLARY LN	BARENTS ST	PASEO DE VALENCIA	LOCAL	E	D	2	AAC	1,050	37	38,850	100	8/1/14
155	1	155X1	IRONWOOD DR	GREEN HILLS LN	MIDDLEIDGE LN	LOCAL	E	A	2	AAC	900	33	29,700	100	8/1/14
172	1	172X1	LAS BOLSA ST	TASMAN RD	GRISSOM RD	LOCAL	E	D	2	AAC	1,830	33	60,390	100	8/1/12
173	1	173X1	LAURAL CREST DR	BRIDLEWOOD DR	PATTERSON	LOCAL	E	A	2	AAC	1,400	37	51,800	100	8/1/12
178	1	178X1	LONE ACRES LN	LOST TRAIL DR	EAST END	LOCAL	E	A	2	AAC	520	37	21,340	100	8/1/14
179	1	179X1	LONE PINE CIR	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AAC	340	38	15,020	100	8/1/14
183	3	183X3	LOST COLT DR	BEARGRASS CIR	NELLIE GAIL RD	LOCAL	E	A	2	AAC	600	40	24,000	100	8/1/12
183	1	183X1	LOST COLT DR	MAVERICK CIR	STAGELINE DR	LOCAL	E	A	2	AAC	905	38	34,390	100	8/1/12
183	2	183X2	LOST COLT DR	STAGELINE DR	BEARGRASS CIR	LOCAL	E	A	2	AAC	1,688	40	67,520	100	8/1/12
189	2	189X2	MACKENZIE ST	KNOTTY PINE RD	LA PAZ RD	LOCAL	E	D	2	AAC	919	37	34,003	100	8/1/14
189	1	189X1	MACKENZIE ST	LA PAZ RD	KNOTTY PINE RD	LOCAL	E	D	2	AAC	888	33	29,304	100	8/1/14
190	1	190X1	MADEIRA DR	PADUA DR	SOUTH END	LOCAL	E	D	2	AC	290	33	11,670	100	10/18/17
191	1	191X1	MAGNOLIA CT	FALLING LEAF DR	SOUTH END	LOCAL	E	A	2	AAC	555	33	18,315	100	8/1/14
193	1	193X1	MAPLE VIEW DR	LAUREL CREST DR	WEST END	LOCAL	E	A	2	AAC	580	36	22,630	100	8/1/14
196	1	196X1	MAVERICK CIR	WESTRIDGE LN	SOUTH END	LOCAL	E	A	2	AAC	290	40	13,700	100	8/1/12
197	2	197X2	MAWSON DR	VELASQUEZ RD	LAS BOLSA ST	LOCAL	E	D	2	AAC	1,063	33	35,079	100	8/1/14
197	1	197X1	MAWSON DR	WILKES PL	VELASQUEZ RD	LOCAL	E	D	2	AAC	911	33	30,063	100	8/1/14
198	2	198X2	MCINTYRE ST	LA PAZ RD	EVERGREEN RD	LOCAL	E	A	2	AAC	625	36	22,500	100	8/1/12
199	1	199X1	MEADOW CREST DR	BRIDLEWOOD DR	NORTH END	LOCAL	E	A	2	AAC	235	33	7,755	100	8/1/14
203	1	203X1	MIDDLEIDGE LN	IRONWOOD DR	WOODBUFF RD	LOCAL	E	A	2	AAC	690	33	24,870	100	8/1/12
210	1	210X1	MOORE OAKS RD	DEVONSHIRE RD	LAS BOLSA ST	LOCAL	E	D	2	AAC	1,400	33	46,200	100	8/1/14
216	1	216X1	NORTHUP DR	VELASQUEZ RD	NORTH END	LOCAL	E	A	2	AAC	899	38	34,162	100	8/1/12
217	2	217X2	NOTTINGHAM CT	DEVONSHIRE RD	BRADFORD LN	LOCAL	E	A	2	AAC	1,409	38	53,542	100	8/1/12
217	1	217X1	NOTTINGHAM CT	OSO PKWY	DEVONSHIRE RD	LOCAL	E	A	2	AAC	180	38	8,940	100	8/1/12
218	1	218X1	OAK HOLLOW RD	ELM BANK DR	NORTH END	LOCAL	E	D	2	AAC	870	36	33,420	100	8/1/14
220	1	220X1	ORELLANO WY	PIKE RD	NORTH END	LOCAL	E	D	2	AC	885	36	31,860	100	10/18/17
224	1	224X1	PADUA DR	LA SUEN RD	MACKENZIE ST	LOCAL	E	D	2	AC	260	60	15,600	100	8/1/12
227	1	227X1	PASEO DE ALICIA	ALICIA PKWY	EAST END	LOCAL	E	D	2	AAC	360	37	13,320	100	8/1/12
229	1	229X1	PATTERSON PL	LAUREL CREST DR	MOORE OAKS RD	LOCAL	E	A	2	AAC	1,157	33	38,181	100	8/1/12
233	2	233X2	PIKE RD	MACKENZIE ST	GRISSOM RD	LOCAL	E	D	2	AAC	1,157	33	38,181	100	8/1/12

Attachment: Pavement Management Plan (PMP) (1579 : Measure M (M2) Compliance Reporting)

Sorted by Rank, PCI (0-100)

City of Laguna Hills, CA
Pavement Condition Index (PCI) Report - All Streets

Branch ID	Section ID	ConcID	Name	From	To	MPAH	Rank	Zone	Lanes	Type	L	W	Area	PCI	Insp. Date
234	1	234X1	PINE NUT RD	TREE TOP RD	PASEO DE VALENCIA	LOCAL	E	D	2	AAC	120	37	4,440	100	8/1/12
235	1	235X1	PINE STRAP CIR	HIDDEN TRAIL RD	WEST END	LOCAL	E	A	2	AAC	725	33	26,025	100	8/1/14
237	1	237X1	PINTO CT	LOST TRAIL DR	EAST END	LOCAL	E	A	2	AAC	170	33	7,710	100	8/1/14
239	1	239X1	POINTSETTIA CT	WOOD BROOD RD	NORTH END	LOCAL	E	A	2	AAC	150	33	7,050	100	8/1/14
347	1	347X1	RAIN TREE RD	GREEN HILLS LN	EAST END	LOCAL	E	A	2	AAC	646	33	23,418	100	8/1/14
32	3	32X3	RAPID FALLS RD	LOST TRAIL DR	HIDDEN TRAIL RD	LOCAL	E	A	2	AAC	1,292	38	49,096	100	8/1/12
32	1	32X1	RAPID FALLS RD	CABOT RD	SUNDOWNER DR	LOCAL	E	A	2	AAC	997	38	37,886	100	8/1/12
32	2	32X2	RAPID FALLS RD	SUNDOWNER DR	LOST TRAIL DR	LOCAL	E	A	2	AAC	1,055	38	40,090	100	8/1/12
256	1	256X1	RODEO CIR	HIDDEN TRAIL RD	EAST END	LOCAL	E	A	2	AAC	415	38	17,870	100	8/1/14
257	1	257X1	ROLLING HILLS RD	WILLOW TREE LN	WEST END	LOCAL	E	A	2	AAC	515	33	19,095	100	8/1/14
266	1	266X1	SANDRIDGE CIR	WESTRIDGE LN	EAST END	LOCAL	E	E	2	AAC	75	61	4,575	100	4/2/18
281	1	281X1	SOUTHAMPTON CT	CREEKVIEW DR	NORTH END	LOCAL	E	A	2	AAC	135	46	6,210	100	8/1/14
288	1	288X1	STAGELINE DR	LOST COACH DR	HIDDEN TRAIL RD	LOCAL	E	A	2	AAC	1,820	38	69,160	100	8/1/14
289	1	289X1	STAGEWOOD CT	STAGELINE DR	NORTH END	LOCAL	E	A	2	AAC	355	38	15,590	100	8/1/14
292	1	292X1	STRATFORD PL	NOTTINGHAM PL	NORTH END	LOCAL	E	A	2	AAC	265	40	12,700	100	8/1/14
295	1	295X1	SUNDOWNER DR	RAPID FALLS RD	NORTH END	LOCAL	E	A	2	AAC	310	38	11,780	100	8/1/12
301	1	301X1	TASMAN RD	ERICSON WY	VELASQUEZ RD	LOCAL	E	D	2	AAC	985	33	32,505	100	8/1/14
310	1	310X1	TREE TOP RD	FIR LN	EAST END	LOCAL	E	D	2	AAC	930	37	34,410	100	8/1/12
313	1	313X1	VELASQUEZ RD	TASMAN RD	NORTHUP DR	LOCAL	E	D	2	AAC	610	33	20,130	100	8/1/14
313	4	313X4	VELASQUEZ RD	TASMAN RD	COSTEAU DR	LOCAL	E	D	2	AAC	260	33	8,580	100	8/1/14
317	2	317X2	VESPUCCI RD	LAS BOLSA ST	VELASQUEZ RD	LOCAL	E	D	2	AAC	1,055	33	34,815	100	8/1/14
317	1	317X1	VESPUCCI RD	CHAMPLAIN RD	DE SALLE ST	LOCAL	E	D	2	AAC	160	33	5,780	100	8/1/12
321	1	321X1	VISTA VIEJO	CITY LIMIT	DEVONSHIRE RD	LOCAL	E	A	2	AAC	1,530	39	59,670	100	8/1/12
326	1	326X1	WESTRIDGE LN	LOST COLT DR	SANDRIDGE CIR	LOCAL	E	A	2	AAC	2,031	38	77,178	100	8/1/12
326	2	326X2	WESTRIDGE LN	SANDRIDGE CIR	MAVERICK CIR	LOCAL	E	A	2	AAC	655	38	24,890	100	8/1/12
329	1	329X1	WHITE OAKS DR	LAUREL CREST DR	SOUTH END	LOCAL	E	A	2	AAC	950	33	31,350	100	8/1/14
331	2	331X2	WILKES PL	GRISSOM RD	ALICIA PKWY	LOCAL	E	D	2	AAC	1,125	33	37,125	100	10/18/17
332	1	332X1	WILLOW TREE LN	FALLING LEAF DR	ROLLING HILLS RD	LOCAL	E	A	2	AAC	275	33	9,075	100	8/1/14
334	1	334X1	WOOD BLUFF RD	VISTA VIEJO	ELDERBROOK LN	LOCAL	E	A	2	AAC	1,142	37	42,254	100	8/1/12
334	2	334X2	WOOD BLUFF RD	ELDERBROOK LN	FALLING LEAF DR	LOCAL	E	A	2	AAC	1,902	37	70,374	100	8/1/14
335	1	335X1	WOOD BROOK RD	LAUREL CREST	WEST END	LOCAL	E	A	2	AAC	465	33	17,095	100	8/1/14
336	1	336X1	WOODCREEK DR	SW to CREEKVIEW DR	LOS ALISOS BLVD	LOCAL	E	E	2	AAC	245	33	8,085	100	4/2/18
														11,609,378	
														59.2	

**2018 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 29, 2018**

XIII. APPENDIX C – QUALITY ASSURANCE / QUALITY CONTROL PLAN

Introduction

When performing data collection in any field, the need for quality control is paramount as it is essential for accurate planning, analysis and design. This is particularly true for collecting pavement distress data for a pavement management program.

The Quality Assurance / Quality Control (QA/QC) Plan establishes minimum quality standards for performance and procedures for update of the pavement management program.

Objectives

This document constitutes a formal QA/QC Plan for the City of Laguna Hills. It was prepared on March, 2018 and last revised in March, 2018.

Specifically, it is intended for the 2018 Pavement Management Plan Update. The focus is on the collection of network-level pavement distress data (defined by National Cooperative Highway Research Program (NCHRP) Synthesis 401 Quality Management of Pavement Data Collection, as “Network-level data collection involves collection of large quantities of pavement condition data, which is often converted to individual condition indices or aggregated into composite condition indices”).

This document also addresses the QA/QC plan requirements of the Orange County Transportation Authority (OCTA)’s “Countywide Pavement Management Plan Guidelines” (Section 2.4), adopted in May 2010.

Structure of QA/QC Plan

The following components are addressed in this QA/QC Plan:

- Condition survey procedures used;
- Accuracy required for data collection;
- Inspector qualifications and experience; and
- Safety.

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Condition Survey Procedures

The governing document in performing condition surveys for the City of Laguna Hills is ASTM D6433-16 “Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.” Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol. The following distresses are collected for each pavement type:

Asphalt Concrete	Portland Cement Concrete (Jointed)
1. Alligator (fatigue) cracking	1. Blow-up/Buckling
2. Bleeding	2. Corner Breaks
3. Block Cracking	3. Divided Slab
4. Bumps and sags	4. Durability ("D") Cracking
5. Corrugation	5. Faulting
6. Depression	6. Joint Seal damage
7. Edge Cracking	7. Lane/Shoulder Drop-off
8. Joint Reflection Cracking	8. Linear Cracking
9. Lane/Shoulder Drop-off	9. Patching (large) and Utility Cuts
10. Longitudinal & Transverse Cracking	10. Patching (small)
11. Patching and Utility Cut Patching	11. Polished Aggregate
12. Polished aggregate	12. Popouts
13. Potholes	13. Pumping
14. Railroad Crossing	14. Punchout
15. Rutting	15. Railroad Crossing
16. Shoving	16. Scaling, map cracking and crazing
17. Slippage Cracking	17. Shrinkage Cracks
18. Swell	18. Spalling (corner)
19. Weathering	19. Spalling (joint)
20. Raveling	

As required by the Orange County Transportation Authority (OCTA), the City of Laguna Hills must prepare and implement a quality assurance / quality control (QA/QC) plan regarding pavement management inspection as they pertain to MicroPAVER. For the purposes of this report, Bucknam has demonstrated below how our project team implemented QA/QC procedures during the project.

Our QA/QC plan focuses on the how each pavement inspection is performed, what distresses are collected and ensures that it complies with the OCTA guidelines defined within the “Countywide Pavement Management Plan Guidelines (CPMPG)”.

As shown within the OCTA (CPMPG), our staff followed and delivered on the requirements stated within Chapter 2, page 2-5 which require specific QA/QC data (Items A through G). Additionally, Chapter 3 requires numerous data/deliverables from local agencies for OC Go eligibility. All general PCI budgetary report submittals will follow the Chapter 3 guidelines.

In conjunction with the outlined items within the CPMPG Section 2 we have summarized our QA/QC procedures below:

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- a. **Descriptions of condition survey** - Our staff follows the required Condition Survey Protocols (CPMPG, Chapter 2); our staff assesses each pavement section for the minimum distresses outlined within Chapter 2, page 2-1. Additionally, based on the pavement conditions found, we collect all MicroPAVER/StreetSaver Army Corps of Engineers (ACOE) distresses, if found within the sample sections; for example, if slippage cracking, potholes, etc. are found our survey technicians record the proper information.
- b. **How data was collected** - Our surveys follow the OCTA accepted walking requirements. All sections that our staff surveys are performed through the walking method, approximately 10% of all sections surveyed were complemented with windshield surveys based on unique conditions found. Our staff physically measures the width of every section as well as measure for any square footage adjustment that need to be added or taken away from a sections "true area" (i.e. cul-de-sac, bus pads, street width variances, etc.). Samples taken always include a minimum of 2,500 SF coverage unless specific section limits prohibit this. Arterial section samples utilize a 3,500 SF sample size due to the larger section area (this is within the ASTM D6433-16 sample size calculation. Field crews typically include one individual for residential pavement sections while Arterial (MPAH) routes utilize a two-person crew for safety, traffic control and increases quality control.
- c. **Accuracy required for data collection** - We use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original surveys are re-surveyed by a different survey crew than the original, supervised by a field supervisor, and the results are compared to the original surveys. Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks are performed at the end of each survey week. This ensures that all field personnel are properly collecting section samples, distress types and distress severities for all street segments.
 - ❖ When QA/QC issues are found, our staff documents the issues within MicroPAVER's user interface. If distress types found are not within the 97% accuracy our QA/QC is expanded beyond our minimum 10% resurvey to 20% of the original survey
- d. **Random and Systematic Re-Inspections** – As described above our staff re-inspects, as a minimum, 10% of the original survey (OCTA only requires 5%). Per the agencies requests, our staff will submit PCI reports to the agency as project status reports for their review. Agencies will typically review specific pavement sections for PCI accuracy based on recent overlay or slurry seal maintenance; this serves as an initial accuracy check on our surveys (outside Bucknam QC efforts). Additionally, our staff performs "ride-a-long" surveys with local agency staff to build consensus on how our MicroPAVER/StreetSaver ACOE surveys are performed, recorded and reported on.

Random re-inspections will include a representative selection across the following categories:

- Functional classed (i.e. MPAH, locals);
- Surface types (e.g. AC or PCC);
- Pavement conditions (e.g. good, fair, poor);
- Inspectors;
- Geographical areas, if applicable.

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For systematic re-inspections, this could be due to noticed trends such as specific treatment types (e.g. open-graded mixed), a specific inspector or geographical area. In these cases Bucknam continues to utilize a 10% re-inspection policy.

- e. **PCI Comparison with Past Surveys** - if previous inspection data is available, new PCI's calculated through the most recent inspections will be compared to previous PCI's. If the variance in PCI is greater than +/- 10 PCI points, these sections will be flagged for further investigation and/or re-inspection (In the cases that a PCI increases or decreases by 10 points follows the established CPMGP guidelines; Appendix A, page A-18).
- f. **Schedule of data submittal** – Pending on the City's last major PMP submittal, Bucknam will assist the agency in submitting the following:
 - ❖ Master Plan of Arterial Highways (MPAH) routes will be surveyed and reported on at least once every two years
 - ❖ Local streets will be surveyed and reported on every six years
 - ❖ Corresponding MPAH and local PCI reporting and budgetary reporting will be submitted every two years
- g. **Experience of Inspectors** – Bucknam staff have been trained on the use of MicroPAVER and the ACOE MicroPAVER segment calibration and inspection practices. Mr. Peter Bucknam (Project Manager) and Mr. Patrick Mullen (GIS Planner) have completed the MicroPAVER Certification of Professional Development courses. All Bucknam field technicians are trained using the ACOE survey methodologies and have passed OCTA's prequalification testing.

Bucknam Infrastructure Group inspectors have attended formal training on pavement condition distress surveys. This training was conducted prior to performing any work using the ASTM D6433-16 protocols, consistent with OCTA's requirements. **Resumes of the technicians the performed PMP services on this project are included as an attachment.**

Inspector Name	Date of ASTM D6433-16 Training	Training Conducted by
Colin Anderson	Oct-17	OCTA
Dan Lipinski	Oct-17	OCTA

- h. **Field data collection safety procedures** – Bucknam field survey techniques utilize the following procedures:
 - a. All vehicles are properly marked or flagged with appropriate sign markings indicating that a "PAVEMENT SURVEY IS IN PROGRESS"
 - b. All vehicles have the proper flashing amber light beacons placed on the top of the vehicle to allow for proper visibility and line-of-site warning
 - c. Large MPAH routes are surveyed using two field technicians to increase traffic control warning and safety
 - d. While parking or stopping along the survey route, vehicles legally park within the right-of-way or use a parking lot
 - e. All field technicians wear ANSI – 105 Class II safety vests

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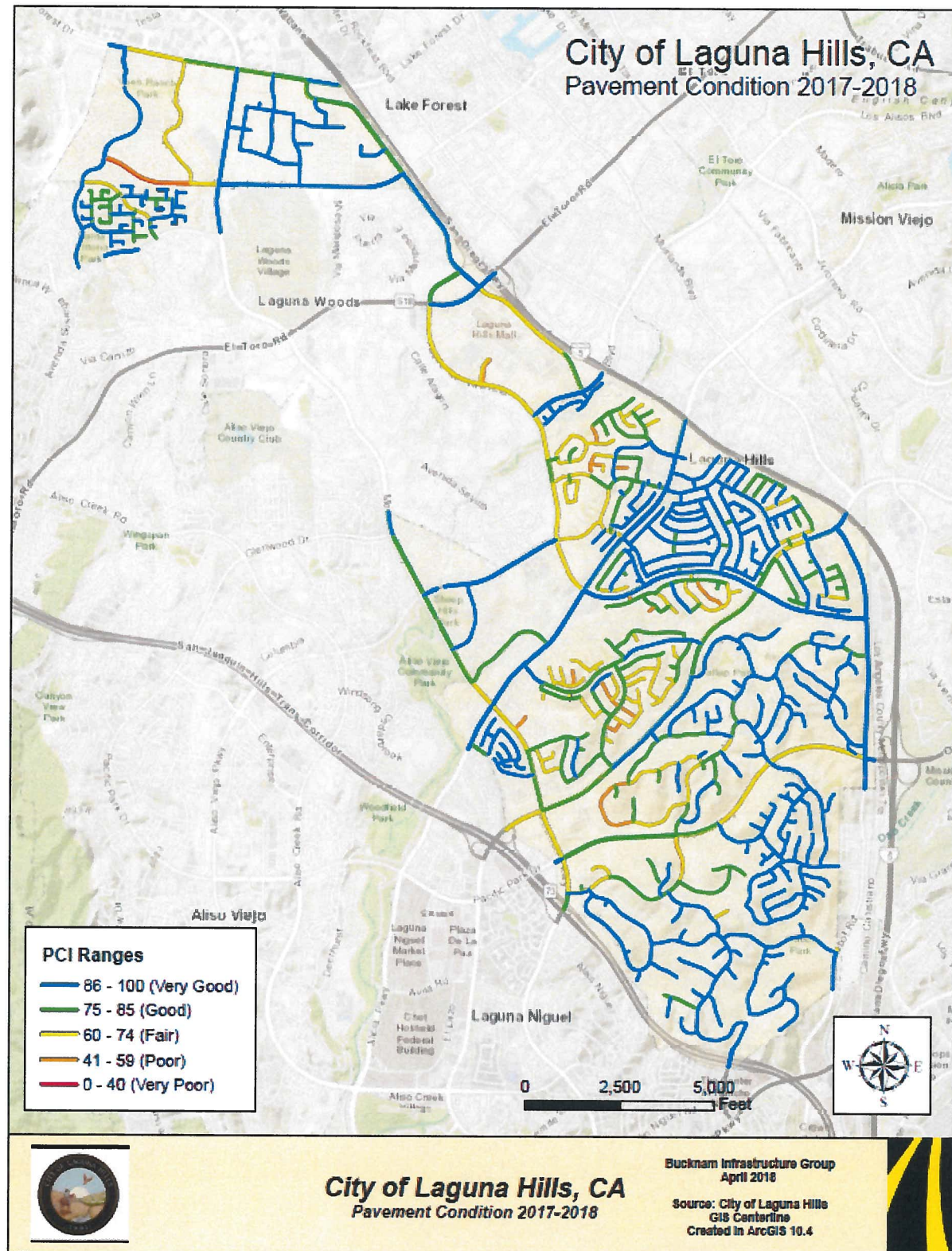
XIV. APPENDIX D – PAVEMENT MANAGEMENT DATA FILES

The City of Laguna Hills MicroPAVER database (.e70 file) has been enclosed for City and OCTA use. This data and the associated reporting data includes:

- Street names and limits for the City's public streets
- Street identifiers (Branch ID, Section ID)
- Direction
- Begin and end of section
- Length, width and true areas
- Functional Classification (MPAH, Local)
- Number of travel lanes
- Pavement Condition Index (PCI) and date of inspection
- Type of recommended treatment
- Cost of recommended treatment

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XV. APPENDIX E – GIS MAPS / CURRENT





APPENDIX D

Eligibility Checklist

Jurisdiction: City of Laguna Hills

Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted Measure M2 (M2) seven-year CIP to OCTA by June 30?	☒	☐
	a. Did you utilize the required OCTA CIP database?	☒	☐
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance and environmental clean-up commitments?	☒	☐
	c. Are there any non-transportation related projects included in your M2 CIP?	☐	☒
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	☒	☐
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: 6/12/2018 *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 PMP submittal schedule.	☒	☐
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	☒	☐
	b. If yes, is the 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?	☐	☒
6.	If the requirement is not due as part of the current cycle, has there been an update to the circulation element since the last report period? If yes, include a copy of the latest circulation element.	☐	☒

Local Signal Synchronization Plan (LSSP)		YES	N/A
7.	Did you 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?	☒	☐

Attachment: Measure M Eligibility Checklist (1579 : Measure M (M2) Compliance Reporting)



APPENDIX D

Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
8.	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
9.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	☒	☐

Mitigation Fee Program (MFP)		YES	N/A
10.	Does your jurisdiction currently have a defined development impact MFP in place?	☒	☐
11.	Has an update to the MFP occurred since the last reporting period?	☐	☒
12.	If yes to 11, has your jurisdiction submitted a copy of the current MFP or City Council/ Board of Supervisors approved policy?	☐	☒
	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 provided OCTA with a copy of your City Council/ Board of Supervisors resolution approving the MFP?	☐	☒

Planning Strategies		YES	NO
13.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	☒	☐
14.	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
15.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐
	If you answered yes, provide date of attendance: 9/26/2017 & 2/6/2018		

Congestion Management Program (CMP)		YES	N/A
16.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	☐	☒

Kenneth H. Rosenfield

Name (Print)

Signature

5/30/2018

Date

Attachment: Measure M Eligibility Checklist (1579 : Measure M (M2) Compliance Reporting)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Grant of Permission to the Acorn Group and the City of Fullerton for Use of an Image from the "Discovering Orange County" Mural

RECOMMENDATION: That the City Council authorize the City Manager to grant permission to the Acorn Group and the City of Fullerton to use an image from the "Discovering Orange County" Mural.

SUMMARY:

Following a nation-wide selection process in 2007, the City Council commissioned nationally known artist and painter, Rob Evans, to create, design, and fabricate three large-scale, original acrylic on canvas painted murals for display in the Laguna Hills Council Chamber. The work was completed and the murals unveiled in a ceremony in February of 2010. In the City's Agreement to Commission Original Works of Art with Mr. Evans, the Artist transferred all rights of reproduction. Furthermore, the Agreement states that the City will be free to use, modify, distribute, sell, license, or otherwise exploit the artwork (murals) and any modifications to or derivative works based thereon without any restrictions or limitations or any obligations or payments to Mr. Evans.

The City of Fullerton, through its consultant, The Acorn Group, have requested that the City grant permission to use a 12"x 9" image of the "Discovering Orange County" mural, which depicts the historic Portola Expedition. A copy of the request letter and terms of use are attached to this report. If granted, the mural image will become part of a series of interpretive panels for Fullerton's new trail system in West Coyote Hills. They have agreed to provide credit line verbiage. Staff is recommending that the City Council grant

Granting of Permission to the Acorn Group and the City of Fullerton to Use an Image of the Discover

June 12, 2018

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permission to the City of Fullerton and The Acorn Group to use the image as requested by authorizing the City Manager to execute the terms of use.

ATTACHMENTS:

- Letter of Request from The Acorn Group and Terms of Use



The Acorn Group
180 South Prospect Ave
Suite 130
Tustin, CA 92780

May 11, 2018

Mr. Don White
City Manager, City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Dear Mr. White,

We are developing a series of interpretive panels for Fullerton's new trail system at West Coyote Hills. One of the panels, *Ontiveros's Trail*, interprets the 18th and 19th century history of the region. We are very interested in featuring an image of the City's spectacular mural, *Discovering Orange County*, in it.

Attached to this letter is a draft summary of terms of use. Credit line verbiage remains "to be determined" for the time being. This text will appear beneath the image.

Thank you very much for considering this request. We look forward to hearing the City Council's decision after the June 12 meeting.

Sincerely,

Jennifer Rigby
Director

Terms of Use

Title of image: Discovering Orange County

Description of use: non-exclusive, one-time, one-format use of an image of the Portolá expedition mural on an interpretive panel in Fullerton, California.

Desired format: high resolution JPG (9 x 12 @ 350 dpi)

Duration of intended use: indefinite. Work will be used for an extended period on an interpretive panel.

Expected date display opens: 2018

Artist: Robert Evans

Owner: City of Laguna Hills

Client: City of Fullerton

Credit line to read: to be determined

Destination of image: interpretive panel

I am granting permission to The Acorn Group and the City of Fullerton to use this image according to the terms of use described above.

name

date



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Proposed Office Lease with Carno Law Group for 24031 El Toro Road, Suite 210, Laguna Hills, California

RECOMMENDATION: That the City Council approve the lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 210, Laguna Hills, California, and authorize the City Manager to execute the Lease.

SUMMARY:

Staff has negotiated a five-year lease with Carno Law Group, a professional law corporation, for 24031 El Toro Road, Suite 210. This firm has been a long time tenant at the Civic Center and staff is recommending that the City Council authorize the City Manager to execute the attached lease. The following is a summary of the key lease terms and financial analysis:

Commencement Date: June 1, 2018

Term: Five (5) years

Rentable Square Feet: 1,987

Upfront Capital: \$37,476

Rate: Year 1 - \$2.15/ sq. ft.
Year 2 - \$2.24/ sq. ft.

Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 210

June 12, 2018

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Year 3 - \$2.33/ sq. ft.

Year 4 - \$2.42/ sq. ft.

Year 5 - \$2.52/ sq. ft.

Total Rent Payments: \$278,946

Net Present Value: \$161,637 (12% Discount Rate)

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

FISCAL IMPACT:

The lease has a positive net present value and requires upfront capital of \$37,476.

ATTACHMENTS:

- Lease



STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only June 12, 2018, is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Carno Law Group, a professional law corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 24031 El Toro Road, Suite 210 Laguna Hills, CA 92654 ("Premises"). The Premises are located in the County of Orange, and consist of approximately 1,987 rentable square feet and approximately 1,660 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 51,946 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** 4/1000 unreserved and NA reserved vehicle parking spaces at a monthly cost of N/A per unreserved space and N/A per reserved space. (See Paragraph 2.6)

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

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

1.5 **Base Rent:** \$4,272.05 per month ("Base Rent"), payable on the First day of each month commencing June 1, 2018. (See also Paragraph 4 below)

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

1.6 **Lessee's Share of Operating Expense Increase:** 3.83 percent (3.83 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$4,272.05 for the period June 1-30, 2018.
- (b) **Security Deposit:** 3,896.25 On File ("Security Deposit"). (See also Paragraph 5)
- (c) **Parking:** N/A for the period N/A.
- (d) **Other:** N/A for N/A.
- (e) **Total Due Upon Execution of this Lease:** \$4,272.05.

1.8 **Agreed Use:** General Office, Law Firm. (See also Paragraph 6)

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

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

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

- ☒ Essex Realty Management represents Lessor exclusively ("Lessor's Broker");
- ☐ N/A represents Lessee exclusively ("Lessee's Broker"); or
- ☐ N/A represents both Lessor and Lessee ("Dual Agency").

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

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

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

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

- ☐ Janitorial services
- ☐ Electricity
- ☐ Other (specify): N/A

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

- ☒ an Addendum consisting of Paragraphs 1 through 6;
- ☒ a plot plan depicting the Premises; **Exhibit "A"**
- ☒ a current set of the Rules and Regulations; **Exhibit "B"**

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

2. Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Term.

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

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

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

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

4. Rent.

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

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

- (a) "Base Year" is as specified in Paragraph 1.9.
- (b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

- (i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

- (aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Use. (See Addendum Paragraph 2)

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

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

6.2 Hazardous Substances.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3 Utility Installations; Trade Fixtures; Alterations.

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

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

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

7.4 Ownership; Removal; Surrender; and Restoration.

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

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

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

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

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

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

8.2 Liability Insurance.

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

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

8.3 Property Insurance - Building, Improvements and Rental Value.

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

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

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

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

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

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

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

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

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

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

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

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

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Attachment: Lease (1594 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 210)

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

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

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

9. Damage or Destruction.

9.1 Definitions.

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

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

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

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

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

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

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

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

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

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

9.6 Abatement of Rent; Lessee's Remedies.

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

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

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

10. Real Property Taxes.

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

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

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

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

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

11. Utilities and Services.

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

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

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

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

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

12. Assignment and Subletting.

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12.1 Lessor's Consent Required.

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

12.2 Terms and Conditions Applicable to Assignment and Subletting.

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

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

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

13. Default; Breach; Remedies.

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

- (a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 (See Addendum Paragraph 3) is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.6 Breach by Lessor. (See Addendum Paragraph 4)

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

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

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

15. Brokerage Fees.

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

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

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

16. Estoppel Certificates.

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

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

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

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

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

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

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

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

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

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

23. Notices.

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

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

24. Waivers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Subordination; Attornment; Non-Disturbance.

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

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

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

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

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

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

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

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

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

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

37. Guarantor.

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

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

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

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

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

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

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

39.4 Effect of Default on Options.

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

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

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

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

41. Reservations.

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

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

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

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

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

43. Authority; Multiple Parties; Execution.

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

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

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

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

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

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

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

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

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

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

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

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

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

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

50. Tenant Improvement Allowance. Lessor shall provide Lessee with a tenant improvement allowance of up to \$29,050.00 (\$17.50 x 1,660 = \$29,050.00). Allowance to be used for new flooring, new ceiling tiles and three new interior office doors.

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

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

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF

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OFG-21.10, Revised 11-01-2017

THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

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

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

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

On: _____

By LESSOR:

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

By: _____

Name Printed: Donald J. White

Title: City Manager

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Essex Realty Management, Inc.

Attn: Sandi Montez

Title: Property Manager

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

Phone: 949-218-3801

Fax: _____

Email: _____

Federal ID No.: _____

Broker/Agent BRE License #: 00965485

Executed at: 24031 El Toro Road, Suite 210,
Laguna Hills, CA 92654

On: _____

By LESSEE:

Carno Law Group, a professional law
corporation

By: _____

Name Printed: Anna Maria Carno

Title: President

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: Anna Maria Carno

Title: Chief Financial Officer

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker/Agent BRE License #: _____

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

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ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this “Addendum”) shall constitute part of that certain STANDARD MULTI-TENANT OFFICE LEASE – GROSS (“Lease”), dated as of June 12, 2018, between The City of Laguna Hills (“Lessor”), and Carno Law Group, a professional law corporation (“Lessee”). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

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

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

6/1/2018	5/31/2019	\$ 4,272.05 (\$2.15 psf)
6/1/2019	5/31/2020	\$ 4,442.93 (\$2.24 psf)
6/1/2020	5/31/2021	\$ 4,620.65 (\$2.33 psf)
6/1/2021	5/31/2022	\$ 4,805.48 (\$2.42 psf)
6/1/2022	8/31/2023	\$ 4,997.69 (\$2.52 psf)

Provided there are no Events of Default during the term, Lessor agrees to waive Lessees obligation to pay monthly rent during months 1, 25, and 49 of the Term.

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

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

any warranties, or use or allow the Premises to be used for any unlawful purpose. Lessor shall not be responsible for non-compliance by any other tenant or occupant of the Project with, or Lessor's failure to enforce, any of the rules or regulations or CC&Rs or any other terms or provisions of such tenant's or occupant's lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

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

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

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

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

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

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

(c) Workers' Compensation and Employer's Liability Insurance. A policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Lessee agrees to waive and obtain

endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against Lessor, its officials, officers, employees, agents and volunteers. Lessee shall obtain and maintain, in full force and effect throughout the term of this Lease, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

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

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

8.4 General.

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

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

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

(ii) Notice. Each insurance policy required by this Paragraph 8, except for workers' compensation and employer's liability insurance, shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to Lessor. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Lessee's failure to pay the insurance premium, the notice provided to Lessor shall be by ten (10) days prior written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

"13.6(c). Lessee's Remedies. Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged default by Lessor, Lessee's sole and exclusive remedy shall be either to seek either specific performance or monetary damages, provided that Lessor shall not be liable for loss of business profits or consequential damages, and provided further, that any recourse for monetary damages by Lessee against Lessor shall be limited solely and exclusively to an amount which is equal to the amounts paid by Lessee to Lessor under the Lease (and Lessee hereby expressly waives and releases personal liability of Lessor in excess of such amount on behalf of itself and all persons claiming by through, or under the lease) Further, in no event shall the obligations of Lessor under the Lease constitute the personal obligations of Lessor or its elected or appointed officers and officials, employees, agents, and volunteers, and Lessee shall have no right to seek recourse against Lessor's elected or appointed officers and officials, employees, agents, and volunteers, or any of their personal assets for the satisfaction of any liability of Lessor with respect to the Lease. Lessee expressly waives all remedies except those specifically set forth in the Lease, including, without limitation, any right of offset or abatement except as specifically set forth in the Lease, any right to terminate the Lease under Civil Code Sections 1932(2), 1933(4) and 1941 or any other successor statute, or any statutory, legal or equitable self-help remedy including, without limitation, Civil Code Section 1942 or any other current or future

law. Nothing contained in the Lease shall entitle Lessee to terminate the Lease as a result of Lessor's default nor excuse Lessee from paying Rent or Additional Rent due hereunder."

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

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

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

"Lessor"

THE CITY OF LAGUNA HILLS

By: Donald J. White

By: _____
Its: City Manager

By: Melissa Au-Yeung

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures on next page]

“Lessee”

Carno Law Group, a professional law corporation

By: _____
Anna Maria Carno

Its: _____
President

“Lessee”

Carno Law Group, a professional law corporation

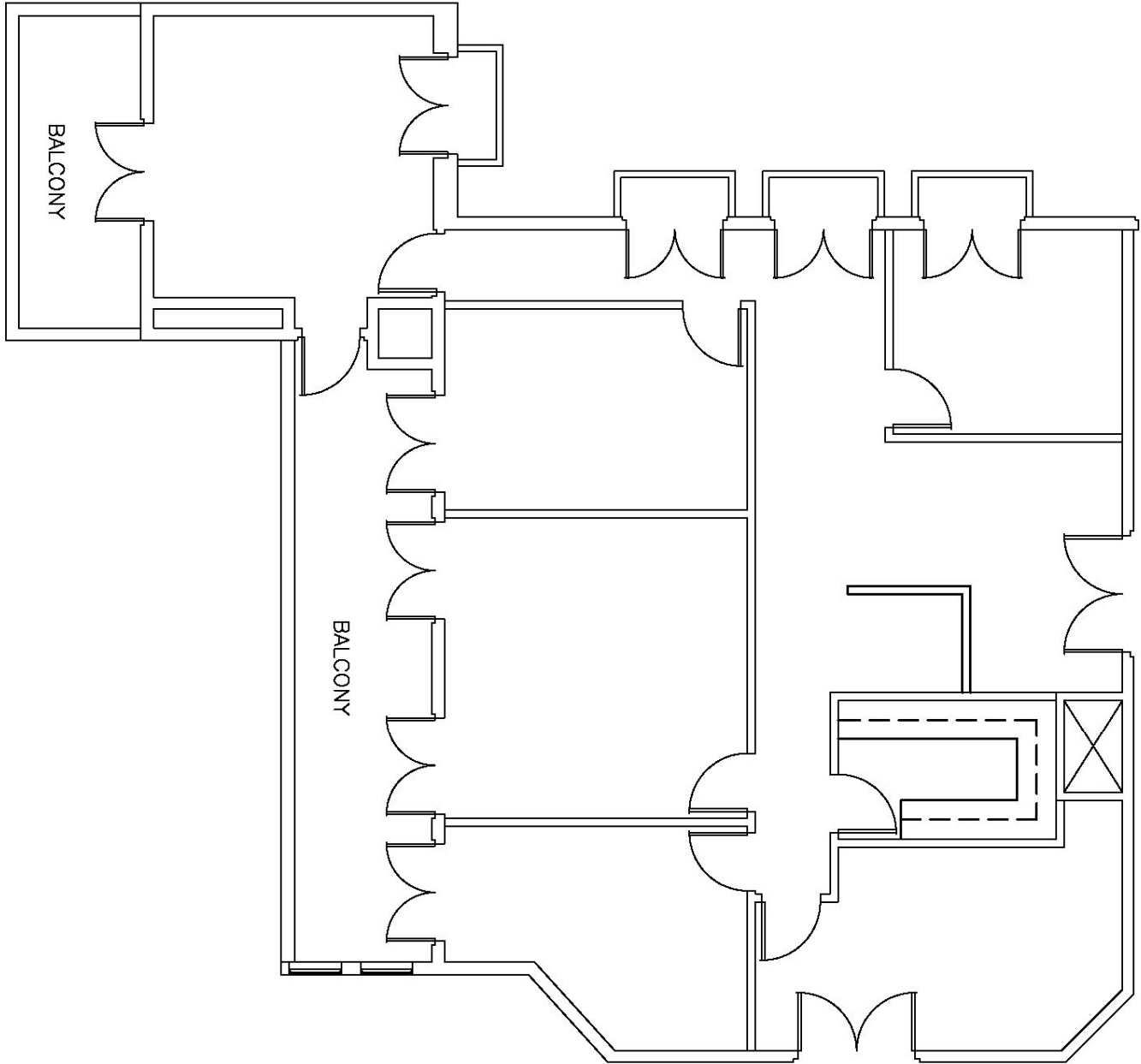
By: _____
Anna Maria Carno

Its: _____
CFO

LAGUNA HILLS CIVIC CENTER

3.9.a

EXHIBIT "A"



24031-210 El Toro Road
Laguna Hills, CA 92653
± 1,966 Square Feet

Attachment: Lease (1594 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 210)

For Leasing Information:

Sandi Montez
smontez@essexrealty.com

(949) 218-3801

Managed by:

Jessica Heer
jheer@essexrealty.com

ESSEX | Management
Investment
Development

EXHIBIT B**RULES AND REGULATIONS****ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE**

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

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

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

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

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

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Lessee on any part of the Office Building Project or the Premises without the prior written consent of Lessor. If Lessor shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the

provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity or obtaining the specific written consent of Lessor with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by Lessor. Lessor shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Lessee, and Lessor shall not be liable in damages for such removal.

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

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

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

9. No Lessee shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. Lessee shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

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

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

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

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

obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.

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

15. Lessee shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Lessor. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with a key for any such lock.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Lessor reserves the right by written notice to Lessee, to rescind, alter or waive any rule or regulation at any time prescribed for the Office Building Project when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its lessees.

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

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

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

34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by Lessor from time-to-time. Lessee agrees to cooperate with Lessor in completing regular maintenance of the parking lot.
- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) Lessor may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker’s expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.
- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. Lessee and Lessee’s employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) Lessor reserves the right to restrict customer, Lessee and Lessee’s employees parking to a limited designated area or areas.

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

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

Date: _____

Date: _____

Lessor’s Initials: _____

Lessee’s Initials: _____

EXHIBIT “C”

Waiver and Release.

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

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

Date: _____

Lessee’s Initials: _____

Attachment: Lease (1594 : Civic Center Lease with Carno Law Group for 24031 El Toro Road, Suite 210)

EXHIBIT "D"

WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE

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

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

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

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

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

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

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

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

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

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

contractor's request.

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

4. COSTS.

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

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

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

6. MECHANIC'S LIENS.

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

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

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

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

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

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

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

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

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

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

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

15. GENERAL PROVISIONS.

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

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

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

RECOMMENDATION: That the City Council: (1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an amended and restated Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and superseding all previous LHCEA Memorandums of Understanding effective July 1, 2018"; and (2) Authorize the City Manager to execute the Memorandum of Understanding.

SUMMARY:

The current two-year Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA) will expire on June 30, 2018. On March 29, 2018, the LHCEA initiated labor negotiations by submitting a proposal to management staff. Staff negotiated a series of tentative agreements, which were ratified by the members of the Association on May 18, 2018. The tentative agreements have been incorporated in the attached three-year MOU, which has an effective date of July 1, 2018. It is anticipated that the total three-year net cost of the agreement is \$95,506. Staff recommends approval of the proposed Resolution and three-year MOU.

BACKGROUND:

On March 29, 2018, the Laguna Hills City Employees Association (LHCEA) initiated labor negotiations and submitted a proposal to management staff. The LHCEA proposal and

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June 12, 2018

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recommended counter-proposal were presented to the City Council in Closed Session on April 10, 2018. There were subsequent counter-proposals from both sides, which were presented to the City Council in Closed Session at the May 8, 2018, City Council meeting.

After five meetings with the Association and two Closed Sessions with the City Council the following tentative agreements were reached. Where appropriate, staff has provided an estimated cost associated with each agreement:

1. The City agrees to a three year term for the MOU beginning on July 1, 2018, and expiring on June 30, 2021.
2. The City agrees to a 0% cost of cost of living adjustment (COLA) on July 1, 2018. However, the City agrees to increase salary ranges by a 2% cost of living adjustment (COLA) on July 1, 2019. The City further agrees to increase salary ranges by the April CPI for the Los Angeles-Long Beach-Anaheim area for All Consumers on July 1, 2020, with a minimum of 2% and maximum of 3%. *(\$0 in first year, \$35,616 in second year, and \$45,360 in third year)*
3. Employees who are below the comparator agencies' average in the 2018 market study will have their ranges adjusted to the 5% threshold, effective July 1, 2018. Pursuant to the current MOU, the City conducted a comprehensive compensation study utilizing the same comparator agencies from the 2016 study. Based on the results of the study, it was determined that the salary ranges of all full-time employees are currently above the 5% threshold.
4. The City agrees to conduct a market study for compensation in the March prior to the MOU expiration. The same comparator agencies shall be utilized as in the 2018 compensation study.
5. Employees will continue to phase-in participation in PERS by increasing contributions from 3.75% to 4.5% effective July 1, 2018, from 4.5% to 5.5% effective July 1, 2019, and from 5.5% to 7% effective July 1, 2020. *(Cost to employees is \$13,343 in first year, \$18,147 in second year, and \$23,692 in third year)*
6. The City agrees to continue to freeze the splitting of health insurance premium increases for the next three years. *(\$69,596)*
7. City employees currently receive 36 hours of discretionary holiday leave. City

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agrees to convert 8 of these already-provided hours and establish an additional fixed holiday of Christmas Eve only when Christmas Even falls on a regularly scheduled work day. Consequently, discretionary holiday leave will be reduced to 28 hours in those applicable years.

8. The City agrees to maintenance of membership clause establishing that affected employees may terminate payment of Association dues only during the anniversary month of their membership.
9. The City agrees to adopt AB 119 procedures, as required by California law, pertaining to LHCEA accessibility to new employees.
10. The City agrees to continue to deduct LHCEA membership dues, as currently practiced.

The City's last offer was accepted by the LHCEA negotiating team and ratified by its members on May 18, 2018. These tentative agreements have been incorporated in the attached MOU. Consequently, staff recommends the City Council adopt the proposed Resolution and MOU.

FISCAL IMPACT:

The total net cost for the three-year agreement is \$95,506. Amounts for the first year are within the adopted budget for Fiscal Year 18/19.

ATTACHMENTS:

- Resolution Adopting MOU
- Memorandum of Understanding 2018-2021

RESOLUTION NO. 2018-06-12-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2018

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

WHEREAS, the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA") have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and the City Council Resolution No. 2012-02-14-3; and

WHEREAS, the City and the LHCEA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of July 1, 2018 through June 30, 2021; and

WHEREAS, a previous Memorandum of Understanding ("MOU") between the City of Laguna Hills and the LHCEA was approved and adopted by the City Council on June 28, 2016, which was effective between July 1, 2016 and June 30, 2018.

NOW, THEREFORE, THE CITY COUNCIL 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 amended and restated Memorandum of Understanding, attached hereto as Exhibit A, between the City and LHCEA is hereby approved and adopted and made effective July 1, 2018. All previous resolutions pertaining to the Memorandum of Understanding between the City and LHCEA are hereby superseded effective July 1, 2018.

PASSED, APPROVED, AND ADOPTED this 12th day of June 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2018-06-12-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of June 2018, by the following vote:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution Adopting MOU (1593 : MOU-Laguna Hills City Employees Association)

Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association

I. This Memorandum of Understanding shall be effective July 1, 2018 and shall remain in effect until June 30, 2021.

II. Recognition

A. The City of Laguna Hills recognizes the Laguna Hills City Employees Association ("LHCEA" or the "Association") as the exclusive bargaining representative for all regular full-time, and extended part-time non-management and non-confidential employees as those positions are defined in the Employer-Employee Relations Resolution adopted by the City. The terms of this MOU will only apply to those employees who are part of LHCEA.

III. Types of Employees

A. Full Time: 40 hrs/wk (80/2 wks)

B. Extended Part Time: 20 or more but less than 40 hrs. Such employees are at-will.

C. Temporary: Of limited duration, not to exceed 12 months. With the exception of an absence due to disability, no work currently being performed by bargaining unit employees may be performed by temporary employees. Such employees are at-will.

IV. Salary and Pay

A. The Salary Schedule for those positions in the bargaining unit as of the time of the signing of this MOU is as follows:

FULL-TIME POSITIONS – NON-MANAGEMENT	MONTHLY RANGE	
Accountant	\$6,666	\$8,102
Accounting Specialist	\$5,261	\$6,394
Administrative Assistant I	\$5,102	\$6,201
Assistant Planner	\$5,782	\$7,029
Assistant City Clerk	\$6,551	\$7,963
Associate Engineer	\$8,188	\$9,952
Community Services Superintendent	\$9,204	\$11,187
Information Technology Specialist	\$7,295	\$8,867
Parks Supervisor	\$7,387	\$8,979
Permit Technician	\$5,007	\$6,086

Public Works Supervisor	\$7,387	\$8,979
Receptionist/Secretary	\$4,138	\$5,029
Records Management Coordinator	\$5,373	\$6,531
Recreation Coordinator	\$4,349	\$5,286
Senior Management Analyst	\$7,528	\$9,150
Senior Planner	\$7,852	\$9,545

B. Salary Increases

There is no cost of living adjustment scheduled for July 1, 2018. However, effective July 1, 2019, the City agrees to increase salaries by a cost of living adjustment of 2%. Effective July 1, 2020, the City agrees to further increase salary ranges in accordance with the Consumer Price Index ("CPI") for April 2020 for the Los Angeles-Long Beach-Anaheim area for All Urban Consumers, with a minimum increase of 2% and a maximum increase of 3%. Employees' salary ranges, as shown in Section A above, are currently set at 5% above the comparator agencies' average for each classification, as determined in the 2018 compensation study. The City agrees to conduct a comprehensive compensation study in March 2021. The City will use the same comparator agencies that were surveyed in the 2018 compensation study.

C. Working Out of Class Pay

This section defines when an employee will receive compensation for performing duties in a higher position and classification on an interim or temporary basis.

Employees working out of class as defined herein will be paid an additional 5% of their current classification base salary or first step of the higher classification, whichever is higher. Compensation for working out of classification is provided as monetary recognition to an employee for assuming and performing the duties normally performed by an employee in a higher classification. Working out of one's position classification must be for an extended period of time wherein a need exists to fulfill the duties and responsibilities of the vacant position. Such an appointment must be approved in advance, in writing, by the City Manager. An extended period of time is generally considered five or more working days.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's hire date and anniversary date will remain unchanged throughout the temporary assignment.

If an employee separates from service while on an acting assignment, the employee's regular salary rate, not acting pay, will be used as the basis for any vacation payout.

D. Overtime / Compensatory Time

Full-time and extended part-time, non-management employees assigned duties beyond 40 hours for a regular work week will be compensated for overtime in one of two ways:

1. One and one-half payment of the employee's regular rate of pay for each hour worked over 40 in a work week, or

2. One and one-half hours of compensatory time off for each hour worked over 40 in a work week.

E. Maximum Hours of Compensatory Time

Unless authorized by the Deputy City Manager, employees may not accrue more than 120 hours of compensatory time. After an employee has accrued 120 hours of compensatory time, all subsequent overtime hours worked will be compensated for in cash. The General Government Department will provide a notice when a compensatory balance exceeds 90 hours.

F. Using Compensatory Time

Accrued compensatory time must be used prior to accessing accrued vacation time. When using compensatory time, employees must obtain prior approval from their supervisor.

G. Compensatory Time at Termination

Any compensatory time balance will be paid at the employee's most recent non-exempt rate of pay to the employee upon termination, retirement, or change of status from non-exempt to exempt.

V. Hours and Work Week

A. Hours

1. The Laguna Hills' City Hall operates from 7:30 a.m. to 5:30 p.m., Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Fridays.

2. Full-time non-management employees work a 40-hour work week; however, the City reserves the right to adjust work hours to meet changing needs and requirements.

3. Some full-time non-management employees work a 9/80 schedule which consists of working eight nine-hour days and one eight hour day during a two week period for a total of eighty hours.

B. Work Week

The workweek is a fixed and recurring period of 168 hours, or seven consecutive 24-hour periods. The workweek begins and ends on either mid-shift Mondays or mid-shift Fridays depending on whether an employee takes every other Friday off or every other Monday off. The workweeks are structured on an individual or group work basis so that 40 hours of work regularly occurs during the fixed and regularly reoccurring period of 168 hours. The specific workweek for each employee is fixed by the City Manager or his designee and is maintained by the Finance Department.

C. Lunch Periods and Breaks

A department's Supervisor will coordinate daily lunches and breaks. Lunch breaks are unpaid. Lunches and breaks are provided as follows:

1. Full-Time, Non-Management Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

9 hour days for employees on a 9/80 work schedule: 1 hour lunch, two 15-minute breaks

2. Part-Time Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

6-7 hour day: 1/2 hour lunch, two 15-minute breaks

4-5 hour day: one 15-minute break

4 hours: no break

VI. Recruitment

The Deputy City Manager will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. All hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All City appointments and promotions shall be based on merit and fitness, and will be determined by a competitive examination.

A. Closed-Promotional Recruitment

The Deputy City Manager will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment. Promotions must be recommended by the Department Head and approved by the City Manager. Even if one qualified candidate within the City exists, the Deputy City Manager will not be required to promote that individual and may use her discretion to go outside and conduct an open recruitment.

B. Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the Deputy City Manager will seek outside candidates through open recruitment. Job announcements will be distributed to City employees and locally advertised in appropriate publications.

No applications for a position will be accepted after the published closing date. If there are no sufficiently qualified candidates at the closing date, the position may be reopened and re-advertised.

VII. Probation

A. The probation period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During this period, the probationary employee will have no rights of tenure, and may be terminated with or without cause either during or at the end of the probation period.

B. Duration

1. All newly-hired, full-time, non-management employees are subject to a one year probation period. A Department Director must specifically affirm that an employee has passed probation before he or she will have actually passed probation.

2. Employees reclassified to a position where they have assumed new duties and responsibilities shall be subject to a six-month probation period.

C. Extensions

1. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The employee will be notified in writing of such an extension.

D. Promotional Probation Period

1. All promoted employees are subject to a six month probation period. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The six month probation period for promoted, full-time non-management employees will begin on the first day of the promotion or reclassification.

3. Prior to the end of this period, the Department Head may recommend that the employee return to the former position, range, and salary if the employee's performance and conduct does not meet the standards required for the new position or classification.

E. Action at the End of Probationary Period

Prior to the end of an employee's probationary period, the City Manager, or designee, shall take one of the following actions:

1. Affirm, in writing, the satisfactory performance and conduct of the employee and designate the employee for regular, full-time employment status.

2. Extend the employee's probationary period.

3. Return the employee to their former class and pay step before promotional probation. If no position is available in the same class and pay step, employee shall be placed in the next highest paid position. If regular, full-time status was not previously attained, the probation period must be completed.

4. Terminate the employee if the employee was newly hired for failing to pass probation.

VIII. Layoff

A. The City Manager may separate any employee from employment, eliminate a class of positions, or freeze vacant positions, because of financial necessity, reduction of work, or abandonment of activities. However, no regular, full-time employee shall be separated from any department while there are emergency, seasonal, probationary, or temporary employees serving in the same class of positions in the City.

If the City Manager eliminates a position, the employee holding such position may be laid off or demoted without disciplinary action and without the right of appeal.

B. Layoff Procedures

The procedure to reduce the work force shall be as follows:

1. 30-Day Notice to the Association and 14 days' notice to affected employees.

Employees separated from the City through a reduction in force shall be given a 14-day advance notice of the separation explaining the reason for the separation.

2. Returning City Property

Prior to separation, keys, City identification cards, computer pass-words, security codes, and other City-owned property shall be given or returned to the Deputy City Manager.

3. Compensation

When all City property has been returned, the employee shall receive a two week severance pay based on his/her current pay scale. Additionally, the employee will receive compensation for his/her accrued vacation and sick leave, in accordance with current City policies.

Vacation and sick leave will be compensated in the following manner:

All accrued unused vacation leave shall be paid to the separated employee at his/her current pay scale. The separated employee may also convert unused personal sick leave in excess of 160 hours at a ratio of eight hours of vacation leave for every 24 hours of personal sick leave. If conversion occurs, the employee may increase their compensable vacation leave up to 320 hours.

4. Exit Interview

Prior to separation, the Deputy City Manager shall schedule an exit interview with the employee. Employees are encouraged to use the exit interview process.

C. Reemployment List

The names of regular employees who have been laid-off due to a reduction in the work force shall be placed on an appropriate layoff reemployment list according to the date and the order separated from City service. A reemployment list shall be established by placing the last employee laid-off on the top of the list as the first employee eligible for reemployment. All subsequent laid-off employees will be eligible for reemployment in the same manner.

Each employee on a layoff reemployment list shall remain on that list for six months, and laid-off employees will be considered for reemployment in the same class, or a lower classification within the same classification series, as they were laid-off. The City Manager may extend the active period of reemployment lists or an employee's eligibility if it is in the City's best interest.

D. Order of Layoff

Layoffs will be considered in the following order: temporary, part-time, extended part-time, probationary, and regular employees. Regular employees will be laid off in the inverse order of their seniority in their classification in the department. A layoff out of the inverse order of seniority may be made if, in the City Manager's judgment, retention of special job skills is required.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve months prior to the layoff, as follows:

First, all employees having ratings of "improvement needed"; second, all employees having ratings of "competent"; third, all employees having ratings of "outstanding."

Employees who have been promoted into a higher paying classification within a different department shall have rights of reversion to his/ her previously occupied position if subject to layoff.

IX. Management Rights

The rights of management include but are not limited to:

- A. Determine the mission of its constituent departments and boards;
- B. Set standards of service and hours of operation;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Determine the content of job descriptions;
- E. Direct its employees;
- F. Take disciplinary action;

G. Relieve its employees from duty because of lack of work or for other legitimate reasons;

H. Maintain the efficiency of governmental operations;

I. Determine the methods, means, and personnel by which governmental operations are to be conducted;

J. Take all necessary actions to carry out its mission in emergencies;

K. Exercise control and discretion over its organization and the technology of performing its work.

L. To propose new classifications during the life of this MOU, and to utilize the procedures of this MOU in order to meet and confer on rates of pay and family of jobs for such new classifications, and to establish and determine thereby such new job classifications; and

M. To promulgate, modify and enforce work and safety rules and regulations.

X. Employee Rights

The rights of employees include but are not limited to:

A. The right to work in an environment free from harassment and discrimination based on sex, sexual orientation, race, age, disability, national origin, and religion.

B. The right to not be retaliated against for complaining about harassment or discrimination in the workplace.

C. The right to work in a safe work environment.

D. The right to file grievances in accordance with the procedure set forth in this MOU.

XI. Association Rights

The Association shall have the following rights:

A. Deduction of Dues: Upon receipt of an authorized card, membership dues of LHCEA members shall be deducted by the City from the paycheck of the members.

B. Use of Bulletin Boards: The City will provide the Association access to two bulletin boards for purposes of posting information relevant to the Association and its meetings.

C. Release Time For Meetings: Bargaining unit employees shall be provided with reasonable time off without loss of pay for purposes of meeting and conferring with management over wages, hours and working conditions and notifying its membership of such matters; processing grievances to be limited to meeting with management during the steps of the grievance process as outlined herein; and for representing employees in disciplinary meetings

with management. In addition, bargaining unit employee shall be permitted to attend two annual meetings of the Association without loss of pay at a maximum of one hour for each meeting.

XII. Holidays

A. The City will observe certain fixed holidays during which City Hall will be closed. These include:

New Year's Day
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Veterans Day
 Thanksgiving
 Day After Thanksgiving
 Christmas Eve (when Christmas Eve falls on a regularly scheduled work day)
 Christmas Day

B. Full-time employees shall receive 8 hours pay for these holidays. In order to receive holiday pay, an employee must have received pay for all of both (1) the regularly scheduled work assignment immediately prior to a holiday and (2) the regularly scheduled working assignment immediately after that holiday.

C. Full-time employees shall receive 108 holiday hours as set forth herein and use the remaining time as discretionary holiday leave subject to supervisor approval.

D. Extended part-time employees shall receive a maximum of 54 hours for observed holidays as set forth in Section XII. A. above and use the remaining time as discretionary holiday leave subject to supervisor approval.

E. With the exception of Christmas Eve, holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner.

F. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

G. On the anniversary of the 20th year of full-time service, employees shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in a twelve month period after received. Such discretionary holiday leave hours do not have any cash value.

XIII. Leaves

A. Leaves With Pay

Full-time employees accrue vacation and sick leave, discretionary holiday leave hours annually, and may accumulate compensatory overtime hours. In the interest of fairly and consistently accommodating all employees and maintaining adequate coverage for City Hall

operations, all requested time off shall be first approved by the employee's immediate Supervisor and then approved by the Department Head with consideration to employee's preference and City's business needs.

All requests for leave will be considered based upon availability of employee's leave hours, work load, work schedules, and coverage.

The following process is to be followed when requesting time off:

- Employees desiring time off for planned vacation, discretionary holiday leave, compensatory time, or scheduled medical leave shall make such requests to their immediate Supervisor by filling out a Leave Request form as soon as practicable.
- Final approval of time off rests with the Department Head.
- Vacation leave may only be taken in increments of one hour.

1. Vacation

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

Years of Service	Rate
0-3	80 hrs/yr or 6.667 hrs/mo
3-10	120 hrs/yr or 10 hrs/mo
10+	160 hrs/yr or 13.334

b. Extended part-time employees accrue vacation leave of 40 hours per year or 3.34 hours per month.

c. Vacation Buy Back

Upon separation or retirement from City service, all employees shall be compensated at their current pay scale for their accrued vacation. No employee shall be allowed to carry over more than 320 hours of vacation time from one fiscal year to the next. At the start of the fiscal year, if an employee has more than 320 hours accrued, the City will automatically cash out any hours in excess of 320.

2. Sick Leave

a. All full-time employees shall accrue sick leave at a rate of 8 hours per month. Extended part-time shall accrue sick leave at a rate of 4 hours per month.

b. All full-time employees prior to completing ten years of service as full-time employees, (hereafter, "ten—year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave.

Upon honorable retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits set forth above can be exceeded to a maximum of 480 hours.

c. When ill or injured, employees are required to notify their Department Head/Supervisor prior to starting the workday but no later than within one hour after the workday begins. When absence is due to a work-related injury, the employee's Department Head/Supervisor must be notified immediately. Medical verifications will be required for insurance purposes.

d. All employees who know they will be absent from work shall receive their Department Head/Supervisor's permission in advance. Employees shall provide at least 30 days' notice for foreseeable leaves such as birth, adoption, or planned medical treatment.

e. If an employee's accrued sick leave hours have been exhausted, additional sick time will be either unpaid leave time or deducted from available vacation hours. Use of sick leave hours is a privilege and not to be abused. Under such conditions, the City Manager may choose to identify the time off as an unpaid leave or as vacation time to be paid out of the employee's available vacation hours.

f. Care for Ill Family Member. Employees may use half of their accrued sick leave for the care of an ill child, parent, spouse, grandparent, grand-child, sibling, or registered domestic partner. "Child" includes a biological, foster, or adopted child; a child of the employee's domestic partner; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a step-parent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave.

3. School Activity Leave

Employees are entitled to take up to 40 hours of accrued leave annually to attend school related activities for their children. Such time off must be pre-approved by a supervisor and a supervisor may require proof of attendance.

4. Bereavement Leave

All full-time and extended part-time employees shall receive 3 days bereavement leave for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the Deputy City Manager, the employee shall furnish satisfactory evidence of such death.

5. Court Leave

Although the City is not required to grant employees paid leaves of absence for jury duty pursuant to California Government Code Section 1230, the City has elected to grant full-time employees up to ten (10) working days of service with full pay while performing jury

duty services. If an employee is required to serve more than ten working days, then the City Manager may grant an extension of time off with or without pay.

a. If summoned to jury duty, employees should immediately notify their Department Head/Supervisor.

b. Compensation received from jury duty will be deducted from the employee's paycheck; travel, parking, and meal allowances granted by the court may be retained by the employee.

6. Military Leave

a. A full-time employee who is released from active duty with the United States armed forces will be entitled to reinstatement to their former position or one with similar compensation and duties with no loss of seniority rights and full reimbursement for up to 80 hours per fiscal year. However, military leave beyond 80 hours per year shall be without pay, unless the employee chooses to use vacation time while on leave.

b. Prior to use of any military leave, an official copy of military orders must be submitted to the General Government Department.

7. Administrative Leave with Pay Pending Investigation into Possible Misconduct

The City, in its discretion, may place an employee on administrative leave with pay pending an investigation into possible misconduct by the employee.

B. Leaves Without Pay

1. Family Medical Leave Act (FMLA) (See City's Personnel Policies and Procedures)

2. Time off for voting. The City will provide reasonable time off to vote if based on the employee's residence and hours of work, he or she is not able to vote either before or after work.

XIV. Benefits

A. Retirement

The City shall participate in the California Public Employees Retirement System's (Cal PERS). Effective January 1, 2013, the City shall have two tiers of benefits as follows:

1. Tier 1 (Employees hired before January 1, 2013 or individuals hired after January 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Program and pay all employees' contributions to PERS as deferred income. Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

Extension of Reciprocity Rights for Elective Officers

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement in the six months prior to employment with the City): 2% @ 62 with 3 year Final Compensation.

For Tier 1 employees, beginning July 1, 2018, employees shall pay 4.5% toward the City's normal cost rate of its pension program with PERS (as determined by PERS). This amount will increase to 5.5% on July 1, 2019. Effective, July 1, 2020, Tier 1 employees, shall pay the full 7% of the employee's normal cost rate of the City's pension program with PERS. Tier 2 employees will pay 50% of the normal cost rate of the City's pension program with PERS.

B. Medical Insurance

1. Employees are eligible to receive medical insurance the 1st of the month following the date of hire by the City.

Effective July 1, 2018, the City will contribute the following towards employees' health insurance premium:

Employee Only	\$690.74
Employee + One	\$1,375.87
Employee + Family	\$1,787.76

During the term of this agreement, City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase in the PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

For extended part-time employees, the City will provide and pay 50% of the City contribution amount paid to full-time employees.

2. Employees are responsible for notifying the General Government Department of changes in personal information including marital status, number or age of dependents, name, address, etc.

3. Medical insurance is subject to an open enrollment in October of each year.

4. Upon separation or dismissal, the employee should contact the General Government Department to make the necessary changes concerning insurance coverage.

5. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees may continue health care coverage for themselves and their dependents under the City's group medical insurance program for a period not to exceed 18 months. The employee must pay the full insurance premium to receive coverage. Any dependent who loses coverage due to the death of the employee, divorce or legal separation from the employee, loss of dependent child status, or loss of Medicare eligibility, has the option to continue coverage for 36 months at the dependent's sole expense.

C. Dental

The City will provide and pay the full cost of a dental insurance plan for full-time employees and their dependents.

D. Vision

The City will provide and pay for the full cost of a vision insurance plan for full-time employees and their dependents.

E. Life Insurance

1. The City will provide and pay life insurance for full-time and extended part-time employees based on 150% of their base annual salary up to a maximum \$250,000.

2. Coverage is subject to the terms and conditions of the insurance policy given to employees at the time of employment.

F. Deferred Compensation

The City shall make available to all full-time employees the ICMA Retirement Corporations Section 457 Deferred Compensation Plan. This is a voluntary program and is funded at the sole cost of each participating employee.

G. Supplemental Retirement Program

The City shall provide a supplemental retirement program as set forth in Resolution No. 99-05-04-1.

H. Retiree Health Savings

The City shall provide a retiree health savings plan as set forth in Resolution No. 2001-12-11-2.

I. Mileage Reimbursement

All employees not receiving an automobile allowance shall be compensated at the prevailing IRS rate.

J. Disability Insurance

The City will provide and pay for a short and long-term disability plan for all full-time employees.

1. The City provides disability insurance for full-time employees, and includes a short-term disability insurance policy that pays 60% of employees' weekly earnings to a maximum of \$1,000 per week, less any other income benefits. Benefits begin after a 14-day elimination period and may continue for 24 weeks.

2. Employees may use their time available from vacation, discretionary holiday leave and sick time to receive compensation during the 14-day elimination period.

3. Long-term disability pays 60% of the full-time employee's basic monthly earnings to a maximum of \$10,000 per month, less any other income benefits. Benefits begin after a 180-day elimination period.

4. Employees must provide a doctor's release prior to returning to work, and the City will pay the employee's insurance premiums during the six month short-term disability period.

XV. Grievance Procedure

A. An employee may file a grievance regarding management's interpretation or application of any provisions of this MOU.

B. Disciplinary matters involving suspensions of five or more days and terminations (which are subject to the appeal procedure) in addition to matters involving harassment, discrimination, retaliation or safety violations are exempted from this process.

The following procedure shall be used:

1. If an employee has a conflict with his/her immediate Supervisor, and the employee believes further action is necessary to solve the problem, then the employee shall contact his/her immediate Supervisor to discuss the problem. If this discussion settles the matter, no further action is necessary. However, if the employee feels the meeting does not resolve the problem, then the employee shall contact the Department Head and the Deputy City Manager for a continuation of an information discussion.

2. If no satisfactory solution is reached, the employee has ten working days to begin the written proceedings.

3. The employee shall write a formal statement of grievance detailing the subject of the dispute and provide two copies to his/her immediate Supervisor. (One copy for the Deputy City Manager and the other for the employee's Department Head)

4. Within ten working days of receiving the written statement of grievance, the immediate Supervisor shall respond to the employee in writing.

5. If no response is received, or the response is unsatisfactory, the employee may:

a. Request a reply from the Deputy City Manager within 20 working days of filing the original statement of grievance.

b. The Deputy City Manager shall reply in writing within ten working days of receiving the employee's request for reply.

6. If no reply is received, or the reply is unsatisfactory, the employee may:

a. Send a copy of the original written grievance to the City Manager within 40 working days of filing the original statement of grievance.

b. The City Manager will reply with a written decision within 30 calendar days of receiving a copy of the original statement of grievance. The City Manager's decision is final and not appealable.

C. Important Details

1. When filing a formal grievance, staying within the time limits is extremely important. A grievance will be forfeited if timelines are not adhered. Time limits may be extended by mutual agreement of the parties at any step of the process.

2. Be concise and factual. Cite dates and times verbally and in writing. In the written response, the employee should clearly state the specific problem being appealed, any actions to be taken, and the reasons for the actions.

3. Employees may request another person's assistance to write or present their response and explanation at any time.

XVI. Appeals Procedure for Suspensions of Five Days or More, Demotions, and Terminations

A. Management will not impose a suspension of five or more days, demote, or terminate a non-probationary full-time employee without just cause. A written notice of such proposed action shall be served on the employee personally, or by certified mail, at least fourteen calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of all material on which the proposed action is based;
4. a statement of the employee's right to respond –either orally or in writing – prior to the effective date of such proposed action;
5. a statement of the employee's right to representation; and

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, demotion or discharge, an employee will be given an opportunity to respond – either orally or in writing at the employee's option – to a designated City representative, who has the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee may represent him or herself or may be represented by an Association representative in the disciplinary process.

D. An employee shall receive written notice either sustaining, modifying, or canceling a proposed action on or prior to the effective date of such action.

E. Upon receipt of a notice of intent to impose disciplinary action, an employee may, within fourteen calendar days of receipt of such notice, submit a request to the supervisor / manager proposing discipline for a meeting to address the charges in the notice. A meeting will be scheduled at which the employee and/or his representative can make a presentation regarding why discipline should not be imposed or reduced. Within 14 calendar days of such meeting, the supervisor/ manager initially proposing discipline will render a decision regarding the matter.

F. If the employee does not agree with the decision and wishes to further appeal the decision, he or she may file an appeal with the City Manager or his designee within fourteen calendar days of receipt of the decision from the supervisor/ manager. An appeal to the City Manager or his designee consists of a full trial-type evidentiary hearing where the employee may present witnesses and written evidence as well as have the opportunity to cross-examine witnesses and make opening and closing arguments (either in writing or orally). An employee may represent him or herself or may be represented by an Association representative. Such hearings are closed to the public but may be tape recorded or recorded through a court reporter. At the conclusion of the hearing, if a designated hearing officer is used, he or she will render a recommendation to the City Manager within the 30 days after the matter is submitted. The City Manager will consider the recommendation and either uphold or modify the recommendation. The City Manager's decision will be the final step in the appeal process.

XVII. Severability

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the City Council that all other provisions not declared invalid shall remain in full force and effect.

XVIII. No Strike

During the life of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association – nor shall any lockouts be caused by the City. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this section and the Association fails to make all reasonable efforts to halt the work interruption, the Association and the employees involved shall be deemed in violation of this section. The City shall be entitled to seek all remedies available to it under the applicable law.

XIX. City's Policies and Procedures

All rules of conduct set forth in the City's Policies and Procedures (as modified from time to time) pertaining to such matters as harassment, drug and alcohol testing, dress code, workplace violence, FMLA, pregnancy disability leave, court leave and other policies applicable to all employees of the City shall continue to apply to bargaining unit employees unless otherwise made expressly inapplicable to bargaining unit employees.

XX. Association Accessibility to Employees

The City and Association have met and conferred and reached agreement regarding the implementation of Assembly Bill 119.

XXI. Annual Labor / Management Committee Meetings

The City and Association agree to implement annual labor / management committee meetings. The Association may request additional meetings if needed.

DONALD J. WHITE
CITY MANAGER

JAMES HASTON
LHCEA PRESIDENT

MELISSA AU-YEUNG
DEPUTY CITY MANAGER

JENNIFER LEE
LHCEA VICE PRESIDENT

JANICE REYES
FINANCE DIRECTOR

KATIE CROCKETT
LHCEA SECRETARY

Date

Date



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018
TO: Chair and Agency Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for May 8, 2018, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the May 8, 2018, Regular Meeting.

ATTACHMENTS:

- 180508 PA Minutes

3.3 Approval of Warrant Register for the May 08, 2018, Regular Meeting

Council Member Heft removed Item No. 3.3 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,361,796.45.

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

3.6 Resolution Amending and Restating City Council Policy No. 120 Regarding Procedures for Council Members to Place Items on Future City Council Agendas

Council Member Heft removed Item No. 3.6 from the Consent Calendar to request additional information.

Recommendation: That the City Council adopt Resolution No. 2018-05-08-1, "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 120 regarding procedures for Council Members to place items on a future City Council agenda".

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

4. PLANNING AGENCY

Mayor Carruth 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 7:34 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR APRIL 10, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for April 10, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the April 10, 2018, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:34 p.m. All Council Members were present.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit (CUP) No. 3-18-4143, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located on the West Side of Mill Creek Drive Approximately 640 Feet Southerly of Lake Forest Drive.

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4143; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4143, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located on the west side of Mill Creek Drive approximately 640 feet southerly of Lake Forest Drive".

SUMMARY:

Conditional Use Permit (CUP) No. 3-18-4143 is a request by Ericsson Inc., on behalf of AT&T (the "Applicant"), to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located on the west side of Mill Creek Drive approximately 640 feet southerly of Lake Forest Drive. The project will consist of one panel antenna and other small equipment such as radio units mounted at the top of a new SCE streetlight standard, which will replace an existing streetlight, as well as ground-mounted equipment within a small underground vault beneath the sidewalk.

CUP No. 3-18-4143

June 12, 2018

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As described in more detail in the report below, the Zoning Code encourages placing telecommunication antennas on existing support structures in lieu of building a new monopole. While the streetlight standard and fixture to be used in this installation are new, it replaces an existing streetlight standard in roughly the same location. All additional ground-mounted equipment will be located within a small subterranean vault under the sidewalk. There are no concerns regarding exposure to radio waves transmitted by the antenna since all equipment is required to operate within acceptable levels mandated by the federal government. The Applicant has documented coverage gaps in the area, so if the project is approved, the City of Laguna Hills would benefit by enhancing the existing coverage area for the area surrounding this site. Staff has included standard conditions of approval that will ensure that the small cell communication facility will be a positive addition to the area and not a detriment to the surrounding properties as a result of the use.

Staff has reviewed the Development Code (“Code”) requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare.

AUTHORITY:

The authority of cities to regulate the placement of wireless telecommunication facilities within the public right-of-way is limited by applicable state and federal law; however, a city may exercise reasonable control as to the time, place, and manner of construction within the public right-of-way, may impose aesthetic requirements on proposed facilities, and may require a Conditional Use Permit (LHMC Chapter 9-58) as well as an Encroachment Permit (LHMC Chapter 12-12). Pursuant to Chapter 9-30 of the Development Code (MXU Mixed Use district, where the project is located) and the list of permitted and conditionally permitted uses found in Table 9-30.20 of the Development Code, communication facilities are allowed in the MXU district and are subject to various regulations and criteria found in Chapter 9-58 of the Development Code. Chapter 9-58 (Communications Facilities) addresses the zoning review process, facility design, siting, and operational requirements for communication facilities. The design criteria used to determine approval for communication facilities in the Code is primarily based on a preference for utilizing existing structures and the aesthetic quality and screening of the proposed facilities. These criteria ensure that facilities are constructed in a manner that maintains the aesthetic integrity of both residential and nonresidential districts in the City.

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June 12, 2018

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Historically, the types of cell sites the City has reviewed and approved are what is known in the industry as “macro sites”. Macro sites typically consist of several (6-12 is common) cell antennas mounted in a roof-area of a multi-story building, on existing tall towers (such as the SCE transmission towers in the area), or as a “monoeucalyptus” or “monopine” (monopoles designed to look like a eucalyptus tree or pine tree, respectively). These facilities typically also have a large ground equipment enclosure containing several equipment cabinets and sometimes generators or other supporting equipment. However, with the increased demand for data service and internet speed (as opposed to just voice calls), cell service providers have been making the switch to “small cells” or “distributed antenna systems” (DAS). The cell service providers report that these smaller cell sites in conjunction with the traditional macro sites help to bring wireless service closer to the end user, producing stronger signals and faster data speeds. Because of their small footprint (typically just one antenna and a small amount of other equipment), these small cell sites are often located in the public right-of-way, on streetlights and traffic signals. In the case of the subject application, AT&T has identified a streetlight pole in the public right-of-way that would meet the network need for signal densification in this area.

Staff has verified that no Planning Agency member’s property/residence is within a 500’ radius of the project location; therefore, there is no concern related to conflict of interest based upon proximity of Agency members’ properties/residences to the project location.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, design, location, and operation of the proposed wireless communications facility:

Project Location and Setting

The proposed location is in the public right-of-way along Mill Creek Drive, approximately 640 feet southerly of Lake Forest Drive. The proposed small cell communication facility will utilize a SCE streetlight standard. A new streetlight standard and fixture will be constructed as a part of the project to better accommodate the communications equipment, and will replace an existing streetlight in roughly the same location. The project site is located in the Mixed Use (MXU) district and is in the immediate vicinity of a number of single-story office/industrial buildings. The proposed project is also located approximately 190 feet from the nearest residential structure on Caminito Mar. However, the streetlight will not be readily visible from the residential area due to the distance from the residential area, the height of the standard, and an existing right-of-way of trees between the parking lot of the commercial properties and the residential

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properties beyond. Furthermore, streetlights are a typical occurrence in both commercial and residential areas and are not a visually dominant feature of typical urban or suburban streetscapes.

Project Design

Prior to submittal of the CUP application for the project, the Public Services Department reviewed the project design to ensure their requirements were incorporated into the project. The proposed small cell communication facility consists of one omni-directional antenna (2' tall) and other pole mounted equipment such as radio units mounted on the top of a replacement SCE streetlight. The overall height of the installation will increase the apparent height of the standard from 24' to 28'3", an increase in overall height of 4'3". The antenna and other pole-mounted equipment will be located at the top of the standard, shrouded to appear as the rest of the standard with a maximum height of 28'3". While the shroud covering the antenna and other equipment will be visible, it is within the maximum height limit for the zone and is consistent in character and similar in height to other streetlights and traffic light poles. Other ground-mounted equipment will be within a small subterranean vault under the sidewalk, resulting in no visual impact on the streetscape. **Attachment 2** shows the existing condition and how the new streetlight (with the proposed small cell site) will appear.

Pursuant to Section 9-58.040(E), antenna height shall conform to the height limit of the zoning district or as otherwise approved through a CUP. The proposed antenna height of 28'3" is below the MXU district maximum building height of 40 feet. Furthermore the proposal meets the design requirements of Section 9-58.050 by screening, to the extent feasible all antennas and equipment, using the smallest and least visible antennas possible to accomplish coverage objectives, placing ground equipment underground, and utilizing existing structures (in this case, a streetlight) instead of constructing new facilities for the sole purpose of accommodating the communications facility (such as a monopole).

Antenna Siting Analysis

Coverage maps provided by the Applicant indicate a large area where data speeds are poor. This area is depicted in **Attachment 3** (the subject site is identified as "M_Viejo_33" in Attachment 3). The area that would be affected by the proposed installation is a small radius around the proposed site, as depicted in **Attachment 3**, which is comprised of office/light industrial buildings occupied by a number of businesses, and may extend to some of the residential neighborhood off of Caminito Mar in the City of Laguna Woods. The materials submitted by the Applicant for this project indicates that small cells such as the proposed can cover a radius of up to 1,500 feet.

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Health and Safety

The health risks associated with the public's exposure to radio frequency (RF) energy has been an area of public debate with the increase in the public's use of mobile devices and the proliferation of mobile technology and its supporting infrastructure such as wireless antennas. The following information was taken from the Federal Communication Commission's (FCC) website:

(<https://www.fcc.gov/guides/human-exposure-rf-fields-guidelines-cellular-and-pcs-sites>):

"In 1996, the FCC adopted updated guidelines for evaluating human exposure to RF fields from fixed transmitting antennas such as those used for cellular and PCS cell sites. The FCC's guidelines are identical to those recommended by the National Council on Radiation Protection and Measurements (NCRP), a non-profit corporation chartered by Congress to develop information and recommendations concerning radiation protection. The FCC's guidelines also resemble the 1992 guidelines recommended by the Institute of Electrical and Electronics Engineers (IEEE), a non-profit technical and professional engineering society, and endorsed by the American National Standards Institute (ANSI), a nonprofit, privately-funded membership organization that coordinates development of voluntary national standards in the United States.

In the case of cellular and PCS cell site transmitters, the FCC's RF exposure guidelines recommend a maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. This limit is many times greater than RF levels typically found near the base of cellular or PCS cell site towers or in the vicinity of other, lower-powered cell site transmitters. Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that, in order to be exposed to RF levels near the FCC's guidelines, an individual would essentially have to remain in the main transmitting beam and within a few feet of the antenna for several minutes or longer. Thus, the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote."

To indicate the site's compliance with FCC guidelines concerning the public's exposure to RF levels generated by this site, the Applicant has submitted a "Radio Frequency - Electromagnetic Energy (RF-EME) Compliance Report," dated March 8, 2018, analyzing the proposed antenna's RF-EME emissions. The report indicates that the general

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population will not be exposed to RF energy levels in excess of limits recommended by the FCC. Section 5.0 of **Attachment 4** discusses the findings of the report.

The height of the antenna in the proposed installation is approximately 27 feet above the sidewalk and is located approximately 24 horizontal feet from the nearest building (22995 Mill Creek). As noted in the RF-EME report, exposures to EME at these locations is less than 1% of the FCC-established maximum safe exposure for the general public. EME dissipates rapidly with increased distance from omni-directional antennas such as the one proposed.

The Federal Telecommunications Act (FTA) prohibits the Planning Agency from denying or regulating the placement and construction of wireless communication facilities (WCF) on the basis of environmental effects of radio frequency and/or electromagnetic energy, to the extent that such facilities comply with FCC regulations concerning acceptable frequency emissions. Pursuant to federal law, the Planning Agency cannot consider RF-EME emissions to the extent that they do not exceed the parameters set by the FCC. Relying on potential health effects as a basis for denial or local regulation through the City's land use and planning process is impermissible under the FTA. (Section 332 of the Federal Telecommunications Act (47 USC Sect. 152 *et seq.*)).

The Federal Telecommunications Act provides, in relevant part, as follows:

“No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.”

While the Applicant has submitted the RF-EME compliance report that models expected RF-EME emissions, a condition of approval has been included (Condition 15) that requires the Applicant to submit a post-installation report that demonstrates that actual operations of the facility are within FCC limitations for safe RF-EME exposure.

The Federal Communications Commission (FCC) “Shot Clock Rule”

Federal Regulations adopted in 2009 and amended in 2014 designate specific time periods under which local agencies must review applications for WCFs. For this application, which is a new stand-alone facility, the City must process the Applicant's request for a CUP within 150 days from the date of application; however, time tolls following a determination by the City that the application is incomplete (i.e. missing necessary, required information) within 30 days from initial submittal and resumes upon resubmittal by the Applicant. The date of application for this CUP was March 28, 2018. The application was deemed incomplete in a letter dated April 26, 2018. The Applicant

CUP No. 3-18-4143

June 12, 2018

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re-submitted the requested missing information on May 8, 2018, and staff subsequently determined that the application was complete on May 10, 2018. Therefore, for this application, the Planning Agency must take action on this application by September 6, 2018. Failure to take action by this date could result in the Applicant commencing legal action against the City, potentially resulting in the project being deemed approved.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the new small cell communication facility. The increase in height of the streetlight due to the antenna will not substantially change the appearance of the streetlight nor affect the character of the surrounding area. The ground-mounted equipment will be placed in a small subterranean vault, eliminating any impacts due to the ground equipment. The proposed installation is the alternative that meets the Applicant's objective of filling coverage gaps in AT&T's wireless service network with the least visual impact. Furthermore the proposed installation will not be detrimental to the public health, safety, or welfare.

PUBLIC COMMENT:

A total of two hundred forty-three (243) public hearing notices were mailed, including all property owners within a 300-foot radius of the proposed small cell installation. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

This project is exempt from CEQA under the Class 3 New Construction or Conversion of Small Structures categorical exemption set forth in CEQA Guidelines Section 15303. The Class 3 exemption applies to the "construction and location of limited numbers of new, small facilities or structures" and the "installation of small new equipment and facilities in small structures." The Class 3 exemption applies to the installation of wireless telecommunications equipment at multiple locations. (See *Aptos Residents Association v. County of Santa Cruz* (2018) 20 Cal.App.5th 1039 [finding the proposed installation of 13 microcell transmitters at different locations each consisting of an antenna mounted on an extender pole with related pole-mounted equipment to be exempt under the Class 3 exemption]; *Robinson v. City and County of San Francisco* (2012) 208 Cal.App.4th 950 [finding a series of approximately 40 proposed wireless telecommunications equipment installations to be fastened to utility poles throughout the City to be exempt under the Class 3 exemption]; *San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012 [finding the installation of 726 metal utility boxes

CUP No. 3-18-4143

June 12, 2018

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housing telecommunications equipment on city sidewalks to be exempt under the Class 3 exemption].)

Here, the proposed project consists of the installation of four cellular communication equipment sites which will each include the placement of an antenna along with pole-mounted equipment located within an equipment shroud on top of a replacement Southern California Edison streetlight standard. Each antenna is approximately two feet in height and each equipment shroud is approximately three and a half feet in height. The antenna and equipment shroud will increase the overall height of each streetlight by four feet and three inches. Each site will also include the installation of ground-mounted equipment within a small subterranean vault beneath the sidewalk near each streetlight. The project will include the installation of a new Southern California Edison streetlight standard at each site to replace the existing streetlights in roughly the same location. Each site thus consists of the “construction and location of limited numbers of new, small facilities or structures” or the “installation of small new equipment and facilities in small structures” within the meaning of the Class 3 New Construction or Conversion of Small Structures exemption. The proposed installation of the four cellular communication sites are therefore exempt from CEQA pursuant to the Class 3 categorical exemption. (See *Aptos Residents Association, supra*, 20 Cal.App.5th at 1047; and *Robinson, supra*, 208 Cal.App.4th at 956.)

ATTACHMENTS:

- Att 1 Resolution of Approval
- Att 2 Photo sims
- Att 3 Propagation maps
- Att 4 RF-EME Report
- Att 5 Project narrative
- Att 6 Plans



RESOLUTION NO. PA2018-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-18-4143, A REQUEST BY ERICSSON INC., ON BEHALF OF AT&T, TO CONSTRUCT AND OPERATE A NEW SMALL CELL COMMUNICATION FACILITY CONSTRUCTED ON A SOUTHERN CALIFORNIA EDISON STREETLIGHT STANDARD IN THE PUBLIC RIGHT-OF-WAY LOCATED ON THE WEST SIDE OF MILL CREEK DRIVE APPROXIMATELY 640 FEET SOUTHERLY OF LAKE FOREST DRIVE

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

WHEREAS, Ericsson Inc., on behalf of AT&T ("the Applicant"), has filed an application for Conditional Use Permit No. 3-18-4143 to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located on the west side of Mill Creek Drive approximately 640 feet southerly of Lake Forest Drive; and

WHEREAS, Conditional Use Permit No. 3-18-4143 is hereby found to be Categorically Exempt from CEQA pursuant to Section 15303 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures); and

WHEREAS, SCE has given their authorization for the proposed application for construction and operation of a new small cell communication facility on a streetlight standard owned by SCE; 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 12, 2018.

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

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

SECTION 2. That the required findings by the City for approval of Conditional Use Permit No. 3-18-4143 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan establishes goals and policies that encourage communication services to provide services using the best technology

available. Further, the General Plan encourages infill development that is sensitive to existing neighborhoods. The Applicant has shown a need to enhance cellular coverage in the surrounding area and proposes to locate an antenna on a replacement SCE streetlight standard. Small cell sites (micro cells or distributed antenna systems) are lightweight and low-power antenna solutions designed to bring necessary signal to the end user, when used in conjunction with traditional macro sites. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault. The result is an effective boost to AT&T's mobile network in the immediate vicinity, utilizing already existing infrastructure (a streetlight standard), with little to no visual impacts, consistent with the General Plan. The subject application is consistent with the General Plan by providing communication technology to the area and providing the least intrusive solution for placement of the antenna.

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

The small cell communication facility will be located on a new streetlight standard to replace an existing SCE streetlight standard in the public right-of-way in an office/industrial area in the MXU district. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault, resulting in little to no visual impact. The Applicant has provided an RF-EME study which models any potential RF-EME exposure. The study finds that the site will operate within FCC limits for safe exposure. RF energy emissions from small cell sites are significantly lower than in traditional macro sites. Additionally, the use will be conditioned to operate within required FCC parameters pertaining to the transmission of RF energy so as to ensure there is no harmful public exposure.

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 wireless communications facility will be located on a streetlight standard owned by SCE in the public right-of-way. The pole-mounted antenna and equipment will be shrouded at the top, above the light fixture for minimal visual impact. The ground equipment will be located in a small subterranean vault.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed site is within height limitations of the MXU district and is

located on a streetlight standard within the public right-of-way. A Communication Facility is a permitted use in the zoning district, subject to provisions in Chapter 9-58 of the Zoning Code. Design criteria are included in Chapter 9-58, including encouraging using alternative support structures, placing ground-mounted equipment underground, and screening the facility to the maximum extent feasible. The proposed small cell site accomplishes these requirements by using an SCE streetlight as an alternative structure for an antenna support, concealing otherwise exposed equipment by completely enclosing it within a shroud designed to appear as part of the streetlight at the top of the pole, and placing ground-mounted equipment within an underground vault, providing the maximum screening for the facility possible.

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.

The wireless communications facility has been required to be designed in such a way as to minimize or avoid impacting the surrounding area to ensure compatibility with adjacent uses. The facility will be placed on a SCE streetlight standard and other equipment will be placed in an underground vault. These provisions, are necessary to provide the needed cellular service while ensuring compatibility with surrounding uses. In addition, the following conditions of approval establish additional limitations on the use and operation of the facility in the interest of preserving the public peace, health, safety and welfare:

- *Condition 13 requires the Applicant to remove all equipment in the event the use ceases.*
- *Condition 15 requires the Applicant to provide documentation that the facility is operating within required FCC parameters for EMF and RFR exposure within 90 days of commencement of the use.*
- *Condition 18 requires the Applicant to maintain the facility in a “like new” condition to maintain the aesthetic quality of the improvements.*

6. That there are no reasonable design or location alternatives to the requested use that would have less adverse effects on the surrounding property or be less detrimental to the public health, safety and welfare.

The Applicant has submitted propagation maps indicating that the antenna is needed in order to increase data speeds on the network. Alternatives to this site would be the same type of installation on nearby streetlight standards in the public right-of-way to the same effect as the proposed installation. Another alternative would be to build a new monopole for a macro site somewhere in the vicinity to enhance data speeds and provide signal densification. A new monopole would have significantly greater visual impact than several small sites, such as the one proposed. Additionally, other than the minor visual effect of the 5-foot 6-inch shrouded vertical projection at the top of the light standard, the proposal has no adverse effects on the surrounding property, and the proposed installation will not be detrimental to

the public health, safety, or welfare. With regard to effect of RF-EME exposure, the Applicant has provided an RF-EME study demonstrating that the RF energy generated by the proposed site is within established FCC safety guidelines for exposure. When compared to a standard macro site with 12 or more antennas, the amount of RF emissions is significantly less. The Applicant has proposed that the ground equipment be located in an underground vault.

7. That the facility structures and equipment are located, designed and screened to blend with the existing natural environment or built surroundings so as to reduce visual impacts to the extent feasible considering the technological requirements of the proposed telecommunication services and the need to be compatible with the character of the community.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 4'3" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. The proposed design in the least visually impactful way to accomplish the goal of filling a service gap in AT&Ts wireless service, as demonstrated in the propagation maps.

8. That the facility is designed to blend with any existing supporting structures and does not substantially alter the character of the structure or local area.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 4'3" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. As such the proposed design incorporates the installation into the SCE light standard and does not substantially alter the character of the structure or the area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 3-18-4143 subject to the following conditions:

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, Ericsson Inc., AT&T, 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 refer to the Conditional Use Permit, CUP No. 3-18-4143, approved pursuant to this Resolution.
3. Unless the context dictates otherwise, whenever the term “Project” is used in the following Conditions of Approval, it shall refer collectively refer to the plans, studies, and exhibits submitted to the City by the Applicant to depict the improvements to be constructed as part of the Project, as modified by these Conditions of Approval for Conditional Use Permit No. 3-18-4143.
4. This approval constitutes approval of the 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. This Conditional Use Permit may be modified or revoked by the Planning Agency should the Agency determine, after a duly noticed hearing held in compliance with all applicable laws, including without limitation, the Federal Telecommunications Act and FCC rules and regulations, that the proposed use or conditions under which it is being operated or maintained are detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
7. 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.

8. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval of this Permit.
9. 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 exactions imposed on this project through the conditions of approval has begun.
10. 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.
11. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from June 12, 2018.
12. 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 Exemption.
13. The Applicant is required to completely dismantle and remove the wireless communication facility and all of its associated antennas and all equipment and infrastructure established and maintained on the subject property pursuant to this Permit if their use is abandoned, discontinued, or no longer providing service for a period of six months or more.
14. The Applicant shall cooperate with other wireless

communications providers in co-locating additional antennas, equipment or structures within the subject property provided said providers have received all required SCE approvals. The Applicant shall exercise good faith in co-locating with other wireless communications providers and sharing the permitted site, provided such shared use does not give rise to a substantial technical level or quality of service impairment of the permitted use (as opposed to a competitive conflict or financial burden).

15. Within ninety (90) days of commencement of operations of the wireless communications facility, the Applicant shall be required to provide a preliminary report and field report prepared by a qualified licensed civil engineer that shows the operation of the facility is in conformance with all applicable FCC standards and regulations, including, where incorporated by the FCC, the standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). Said report must be mailed or delivered to the City of Laguna Hills, Planning Division at 24035 El Toro Road, Laguna Hills, CA 92653.
16. The proposed wireless communications facility shall comply with all regulations set forth in Chapter 9-58 of the Laguna Hills Municipal Code regarding communication facilities.
17. The Applicant shall ensure equipment shroud is in a color and finish to match the light standard at time of Project completion and is maintained in a matching condition throughout the life of the facility.
18. The Applicant shall maintain all communications facility and antenna elements approved pursuant to this Permit in a "like new" condition and shall promptly repair, replace, or repaint elements as applicable within 90 days upon written notification from the Community Development Director.
19. Prior to any work occurring in the public right-of-way, the Applicant shall apply for and obtain an Encroachment Permit from the Public Services Department.
20. Prior to Encroachment Permit final, the Applicant shall remove and replace affected sidewalk panels from joint to joint as directed by the by the Public Services Director/City Engineer, in his/her reasonable discretion.
21. The Applicant shall maintain 4-foot sidewalk clearance around the new standard. The Applicant shall be responsible for adjusting private irrigation and landscape as needed, including obtaining any necessary associated approvals.

22. Prior to Encroachment Permit final, the Applicant shall remove and replace existing banded traffic control signs from the existing standard to the new standard.
23. Prior to commencement of work the Applicant shall submit a site-specific traffic control plan, prepared by a Civil/Traffic Engineer, to the City Engineer for review and approval.
24. Work on the project shall be completed between 7:00 am and 4:00 pm Monday through Friday and 8:00 am – 4:00 pm Saturday.
25. The Applicant shall be responsible for ensuring that all applicable building permits are obtained, as required by Section 105 of the 2016 California Building Code prior to commencement of any work for which a permit is required.
26. 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 California Building Code (construction documents).
27. Prior to the issuance of any building or grading permit, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
28. Applicant shall comply with all general construction Water Quality Ordinances, as required by City of Laguna Hills, Ordinance No. 2003-12.
29. Prior to the issuance of a building permit, the Applicant shall obtain approval from SCE for a separate meter for the improvements, and be responsible for ensuring separate building permits are obtained for the installation of any such meter. The meter shall be installed as required by SCE.
30. Applicant shall comply with all California Energy requirements, as required by the California Energy Commission at the time of document submittal for the purpose of permit issuance.
31. All construction shall comply with 2016 California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Codes, or the code applicable at the time of permit issuance.

PASSED, APPROVED, AND ADOPTED this 12th day of June, 2018.

MELODY CARRUTH, 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.
PA2018-xxx adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Att 1 Resolution of Approval [Revision 1] (1585 : CUP No. 3-18-4143)



Attachment: Att 2 Photo sims (1585 : CUP No. 3-18-4143)



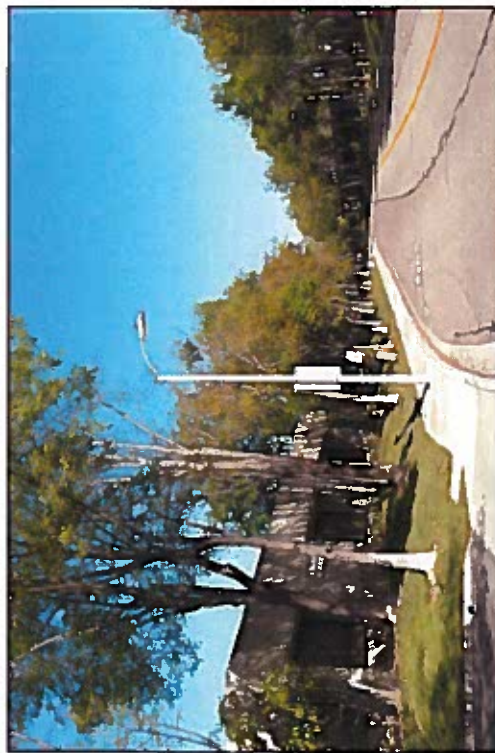
**Location
Map**

CRAN RLOS_MSVJO_33

22995 Mill Creeek Drive
Laguna Hills, CA 92653



**Proposed Site
Build**



**Existing Site
Conditions**



**Location
Map**

CRAN RLOS MSVJO_33

22995 Mill Creeek Drive
Laguna Hills, CA 92653



**Proposed Site
Build**



**Existing Site
Conditions**

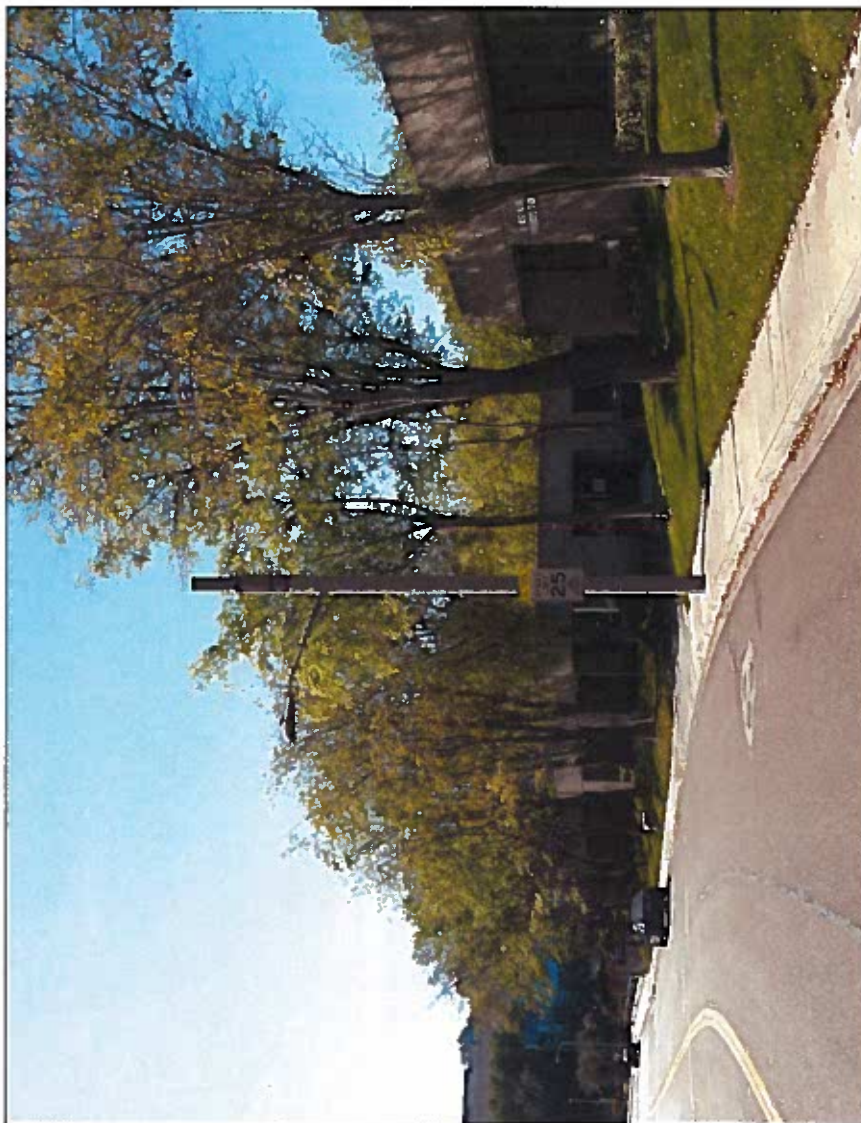


CRAN RLOS MSVJO_33

22995 Mill Creek Drive
Laguna Hills, CA 92653



**Location
Map**



**Proposed Site
Build**



**Existing Site
Conditions**



Attachment 3

Propagation Maps

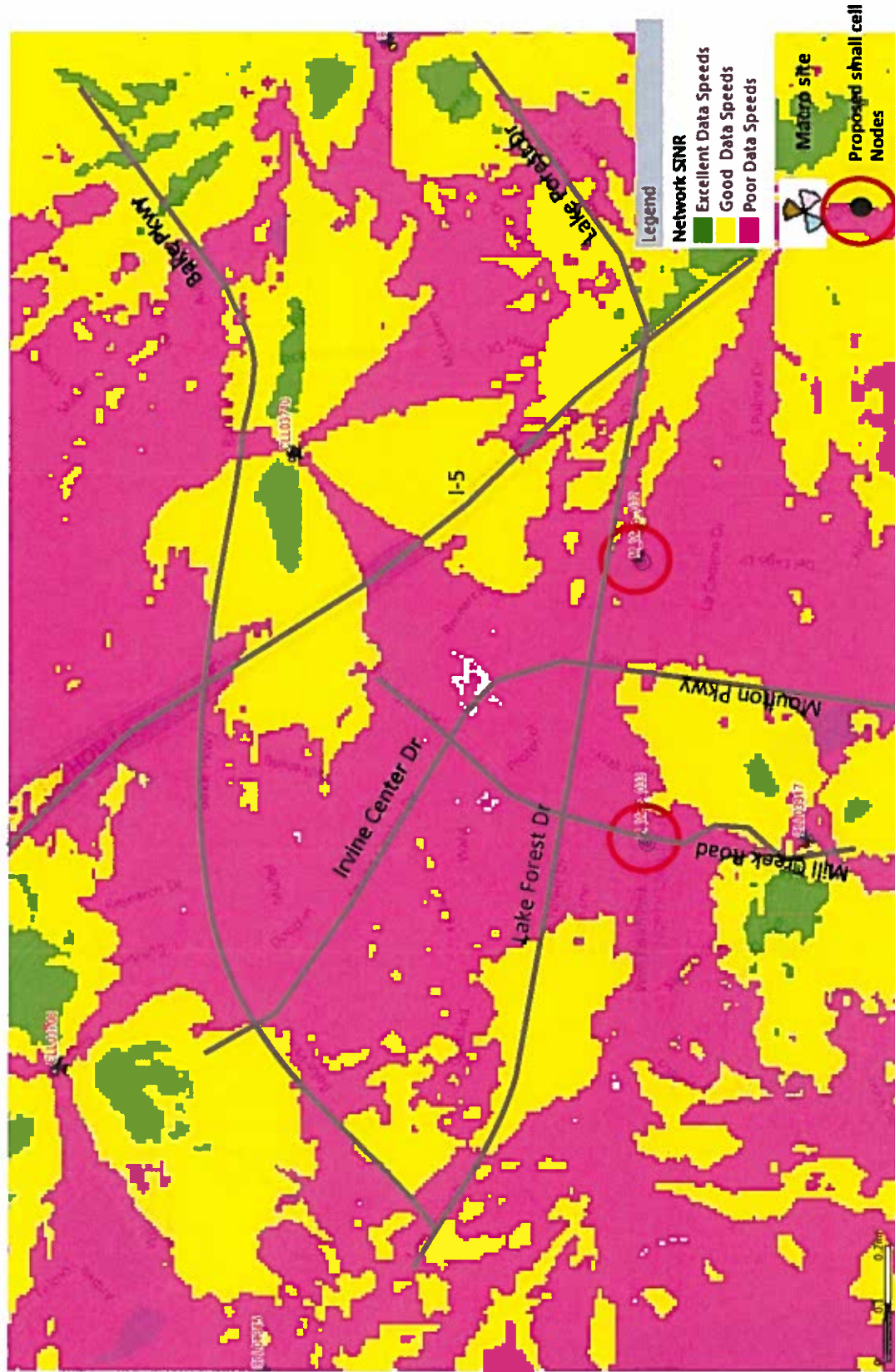
Attachment: Att 3 Propagation maps (1585 : CUP No. 3-18-4143)

CRAN_RLOS_MSVJO_032 and 033

Propagation Maps for Node MSVJO_032 and 033 FEB, 2018



SINR_Coverage without Small cell



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Attachment: Att 3 Propagation maps (1585 : CUP No. 3-18-4143)



SINR_Coverage with Small cell



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Attachment: Att 3 Propagation maps (1585 : CUP No. 3-18-4143)





Attachment 4

RF-EME Compliance Report

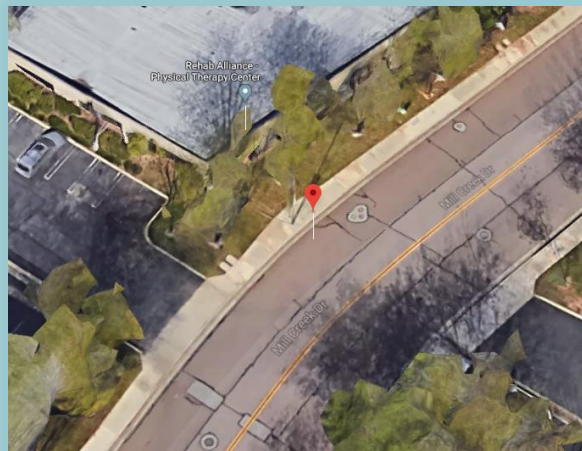
Attachment: Att 4 RF-EME Report (1585 : CUP No. 3-18-4143)

Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

Site No. CRAN_RLOS_MSVJO_033
MRLOS037689
MSVJO 33A
22995 Mill Creek Dr.
Laguna Hills, California 92653
Orange County
33.628146; -117.735250 NAD83
Light Pole

The proposed AT&T installation will be in compliance with FCC regulations upon proper installation of recommended signage.

EBI Project No. 6218001416
March 8, 2018



Prepared for:

AT&T Mobility, LLC
100 W Alondra Blvd
Gardena, California 90248

Prepared by:



TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	I
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6.0 LIMITATIONS	8

APPENDICES

- Appendix A Personnel Certifications**
Appendix B Compliance/Signage Plan

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CRAN_RLOS_MSVJO_033 located at 22995 Mill Creek Dr. in Laguna Hills, California to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 1.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains a detailed summary of the RF EME analysis for the site, including the following:

- Site Plan with antenna locations
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site. There are no modeled exposures at the antenna face that exceed the FCC's occupational and/or general public exposure limits at this site.

As such, the proposed AT&T installation is in compliance with FCC regulations upon proper installation of recommended signage and/or barriers.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014.

- Blue NOTICE decal posted around the bottom of the antenna radome.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. More detailed information concerning site compliance recommendations is presented in Section 4.0 and Appendix B of this report.

I.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

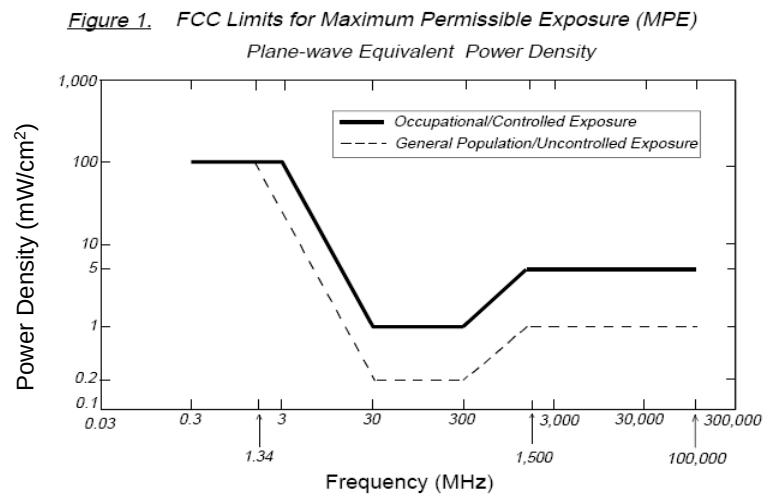
The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table 1: Limits for Maximum Permissible Exposure (MPE)

(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6
1,500-100,000	--	--	5	6
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

* Plane-wave equivalent power density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Freq. Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 3.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 4.0.

3.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofView® software to estimate the worst-case power density at the site ground-level and nearby rooftops resulting from operation of the antenna. RoofView® is a widely-used predictive modeling program that has been developed by Richard Tell Associates to predict both near field and far field RF power density values for roof-top and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by AT&T, and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. For this report, EBI utilized antenna and power data provided by AT&T and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. The assumptions used in the modeling are based upon information provided by AT&T and information gathered from other sources. There are no other wireless carriers with equipment installed at this site.

Based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

At the nearest walking/working surfaces to the AT&T antenna, the maximum power density generated by the AT&T antenna is approximately 0.90 percent of the FCC's general public limit (0.18 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 0.90 percent of the FCC's general public limit (0.18 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna. Based on worst-case predictive modeling, there are no areas at ground level or at the antenna face related to the proposed AT&T antenna that exceed the FCC's occupational or general public exposure limits at this site. At ground level, the maximum power density generated by the antenna is approximately 0.90 percent of the FCC's general public limit (0.18 percent of the FCC's occupational limit).

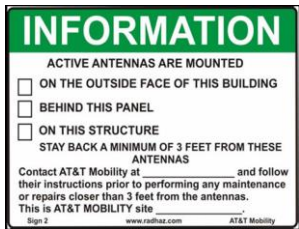
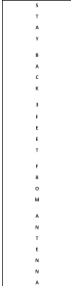
A graphical representation of the RoofView® modeling results is presented in Appendix B. It should be noted that RoofView® is not suitable for modeling microwave dish antennas; however, these units are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. There are no microwaves installed at this site.

4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

Informational Signs		Alerting Signs	
	INFO 1		NOTICE
	INFO 2		CAUTION - ROOFTOP
	NOTICE DECAL		CAUTION - TOWER
	INFO 4		WARNING

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, and additional guidance provided by AT&T, the following signage is recommended on the site:

- Blue NOTICE decal posted around the bottom of the antenna radome.

No barriers are required for this site. Barriers should be constructed of weather-resistant plastic or wood fencing. Barriers may consist of railing, rope, chain, or weather-resistant plastic if no other types are permitted or are feasible. Painted stripes should only be used as a last resort and only in regions where there is little chance of snowfall. If painted stripes are selected as barriers, it is recommended that the stripes and signage be illuminated. The signage and any barriers are graphically represented in the Signage Plan presented in Appendix B.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at 22995 Mill Creek Dr. in Laguna Hills, California.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antenna to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site. There are no modeled exposures at the antenna face that exceed the FCC's occupational and/or general public exposure limits at this site. There are no existing occupied buildings within 20 feet of the subject antenna installation. The MPE levels at this distance and beyond fall below the 1% of the FCC occupational and general public exposure limits.

Signage is recommended at the site as presented in Section 4.0 and Appendix B. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies.

6.0 LIMITATIONS

This report was prepared for the use of AT&T Mobility, LLC to meet requirements outlined in AT&T's corporate RF safety guidelines. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

Appendix A

Personnel Certifications

Attachment: Att 4 RF-EME Report (1585 : CUP No. 3-18-4143)

Reviewed and Approved by:



sealed 8mar2018

Michael McGuire
Electrical Engineer

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the structure, as well as the impact of the antennas and broadcast equipment on the structural integrity of the structure, are specifically excluded from EBI's scope of work.

Preparer Certification

I, Cynara Cannatella, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am familiar with the FCC rules and regulations as well as OSHA regulations both in general and as they apply to RF-EME exposure.
- I have been trained in on the procedures outlined in AT&T’s RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofView® modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.



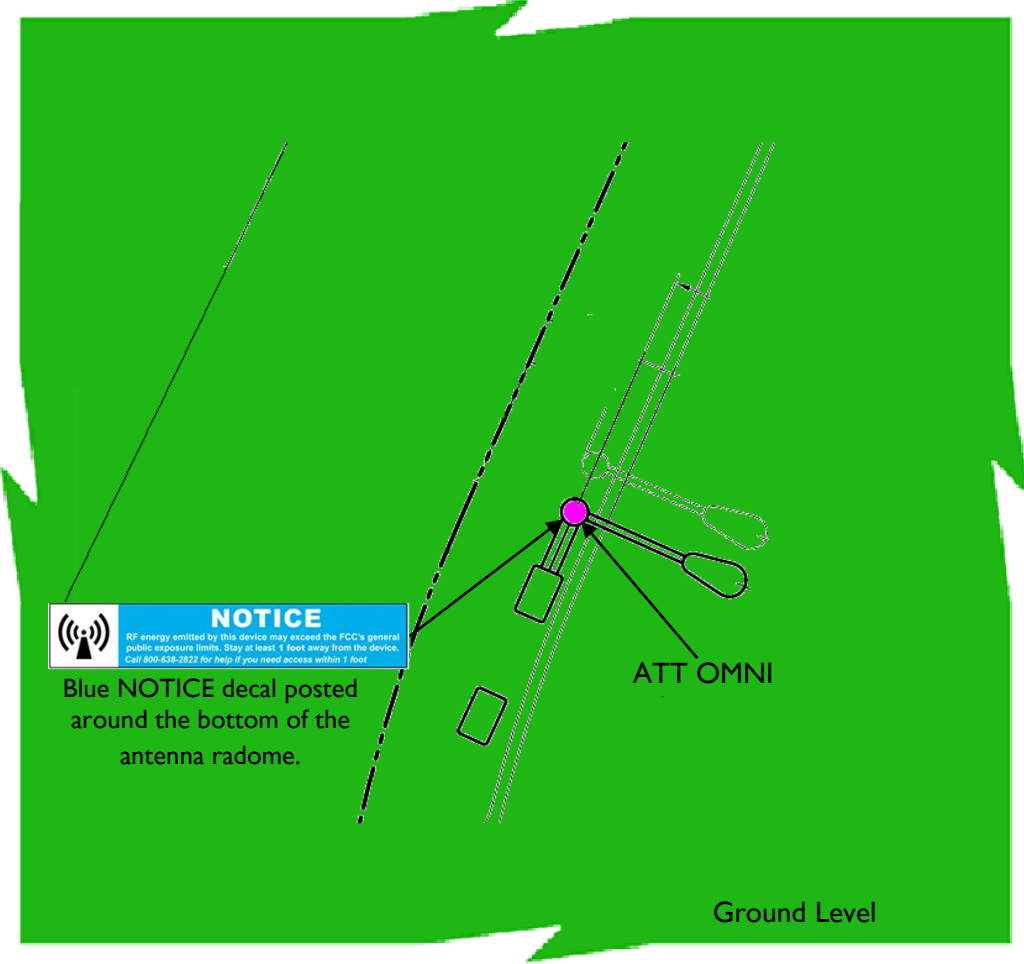
Attachment: Att 4 RF-EME Report (1585 : CUP No. 3-18-4143)

Appendix B

Compliance/Signage Plan

Attachment: Att 4 RF-EME Report (1585 : CUP No. 3-18-4143)

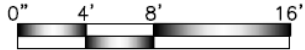
At the nearest walking/working surfaces to the AT&T antenna, the maximum power density generated by the AT&T antenna is approximately 0.90 percent of the FCC's general public limit (0.18 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 0.90 percent of the FCC's general public limit (0.18 percent of the FCC's occupational limit) at the nearest walking/working surface the antenna.



NOTICE
RF energy emitted by this device may exceed the FCC's general public exposure limits. Stay at least 1 foot away from the device. Call 800-532-2922 for help if you need access within 1 foot.

Blue NOTICE decal posted around the bottom of the antenna radome.

ATT OMNI



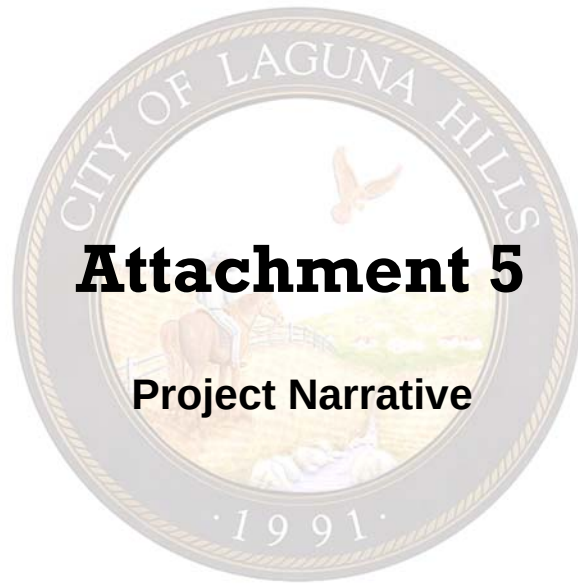
 **AT&T Antennas**

% FCC Public Exposure Limit	
	Exposure Level ≥ 5,000
	500 < Exposure Level ≤ 5,000
	100 < Exposure Level ≤ 500
	Exposure Level ≤ 100

Sign Identification Legend			
	Denotes AT&T Information Sign 1		Denotes AT&T NOTICE Sign
	Denotes AT&T Information Sign 2		Denotes AT&T CAUTION Sign
	Denotes AT&T NOTICE Decal		Denotes AT&T CAUTION Tower Sign
	Denotes AT&T Information Sign 4		Denotes AT&T WARNING Sign

Compliance/Signage Plan
Facility Operator: AT&T Mobility
Site Name: MSVJO 33A
AT&T Site Number: CRAN_RLOS_MSVJO_033
USID Number: 188401
Report Date: 05-08-18


environmental | engineering | due diligence



**AT&T Mobility
Small Cell Project
Site Name: CRAN_RLOS_MSVJO_033**

Background

AT&T Mobility (AT&T) mission is to connect people with their world everywhere they live, work and play. AT&T delivers advance mobile services, high speed internet and smart solutions for people and business. AT&T is the global leader in Technology, Media and Telecommunications industry and is committed to the development, growth and improvement of communications in the United States. AT&T is a nationwide wireless service provider located throughout the United States and in U.S. territories. Millions of wireless connections take advantage of the company's mobile products and services. AT&T is committed to improve the customer experience of their hand-held devices, portable computing, and connected automobiles. The company's commitment is to have a robust network of cell sites that could bring faster data speeds and voice connectivity.

AT&T Mobility is a Telephone Corporation registered with the California Public Utilities Commission. The CPUC registration number is U 3060 C. As a Telephone Corporation, AT&T has a legal right to access public right of way under Section 7901 of the California Public Utilities Code.

Mobile Wireless Services

Traditional macro sites are the fundamental building blocks needed for the provision of wireless voice services and high-speed mobile internet. AT&T uses high-band and low-band spectrum to provide wireless service. Each spectrum band has different propagation characteristics, which may experience varied noise or signal interference at a given location. To increase the service quality and reduce noise and interference to the customer, AT&T uses multiple layers of its licensed spectrum to bring its facilities closer to the end user. Signal interference created by environmental clutter or noise from surrounding sources, degrades the signal quality in a manner that affects data rates, service quality, and ultimately coverage. Placing facilities closer to the end user creates smaller coverage cells that produce faster data rates and produces a more efficient use of the limited spectrum.

Adding macro sites has been the typical design solution to increase coverage, capacity and to off-load existing cell sites in the network. This design alternative consists of multiple antennas mounted to a large support structure and a base station of several radio cabinets. The topography of a given area, dense concentration of buildings, the lack of available real estate, the high construction costs and other environmental factors has made it more difficult to bring wireless services closer to the end user in order to reduce weak signals and noise interference, and to increase the data rates which support existing and future demands for optimal user experience of mobile devices.

AT&T solution to increase the densification of wireless signals and coverage capacity of its network in any given geographical area is the implementation of small cells within the public rights of way. Small cells are lightweight and low power antenna solutions designed to cover a radius of up to 1,500 feet. The typical configuration is a single omni directional antenna or a set of small antennas mounted to existing right-of-way infrastructure, including utility poles, replacement streetlights or other infrastructure. Remote radios are also used with the omni-directional antenna to connect the small cell to nearby macro locations or head-end stations via fiber connections. Small cell installations are non-intrusive to the local community and can easily blend-in with the natural urban or suburban landscape.

Project Description

AT&T engineers have identified several locations in Laguna Hills that require stronger signal densification in order to increase throughput rates and to meet the existing and future demands. These locations are shown on the enclosed Small Cell Network map, which includes approximate coverage for each location shown in red circles. Additional areas may be identified in the future as the engineers continue to monitor the network service quality and capacity.

The subject project is located on the west side of Mill Creek Road, adjacent to 22995 Mill Creek Road. AT&T proposes to replace an existing concrete style street light with a similar pole that will serve as a support structure for an omni-directional antenna and associated radios, while also still serving as a typical streetlight. AT&T has an approved Southern California Edison design for replacement of its streetlights that substantially reduces visual impacts of a typical cell site installation. This solution will provide the needed signal densification to this area for optimal customer experience, while blending with the existing street landscape.

The project scope will consist of the following:

- Removal and replacement of a streetlight by SCE.
- Installation of a single omni-directional antenna.
- Installation of four remote radio units and raycap disconnect switch within a shroud.
- Installation of power and fiber hand holes.

This proposal is the least intrusive design proposed by AT&T for small cells in right-of-way location. All portions of the antenna, radios, disconnect device will be fully screen within a cylindrical shroud. The overall antenna system will be painted a gray color to match. Plans depicting the replaced street light pole location, height and style with the new wireless antenna installation are attached. Photo simulations that show the final antenna and pole installation are also attached for city staff's review.

Conformance with FCC Regulations

The proposed low powered antenna installation attached to a replaced SCE streetlight will comply with FCC standards and regulations. A Radio Frequency report was prepared for the proposed installation and is enclosed for staff's review.

Construction and Maintenance

Construction of the proposed project will take approximately 30-days. All construction will be done in a manner that minimizes impact to residents and business in the area. Existing underground or overhead power and fiber connections will be used with minimal trenching. Directional boring will be used when deemed appropriate for each specific location.

Maintenance of the subject facility is minimal. The majority of the monitoring is done from AT&T's switching offices. If needed, a site visit to change any radio equipment will be coordinated with the existing utility providers and city.

Project Code Compliance

The subject project complies with the City of Laguna Hills Wireless Communications Facilities Ordinance Chapter 9-58 in the following ways:

1. The proposed wireless facility is a small cell installation to be installed on a replaced SCE streetlight in the public right-of-way.
2. The project is allowed subject to the city's approval of a Conditional Use Permit and Encroachment Permit. The proposed installation will not interfere with the use of the existing right-of-way. No ground mounted equipment is proposed.
3. The proposed facility is a low powered antenna designed to work in conjunction with other small cell sites in the area and to off-load capacity from an existing macro facility. The installation will comply with applicable regulations of the Federal Communications Commission as demonstrated in the enclosed RF study.
4. As stated in the project description, the purpose for the deployment of small cells is to increase the signal quality and capacity to the identified commercial development in this portion of Laguna Hills. As such, implementation of the small cell project will reduce a data signal gap that currently existing at this location.
5. The applicant will conform to all City of Laguna Hills requirements.

Site Preferred Location and Alternative Analysis

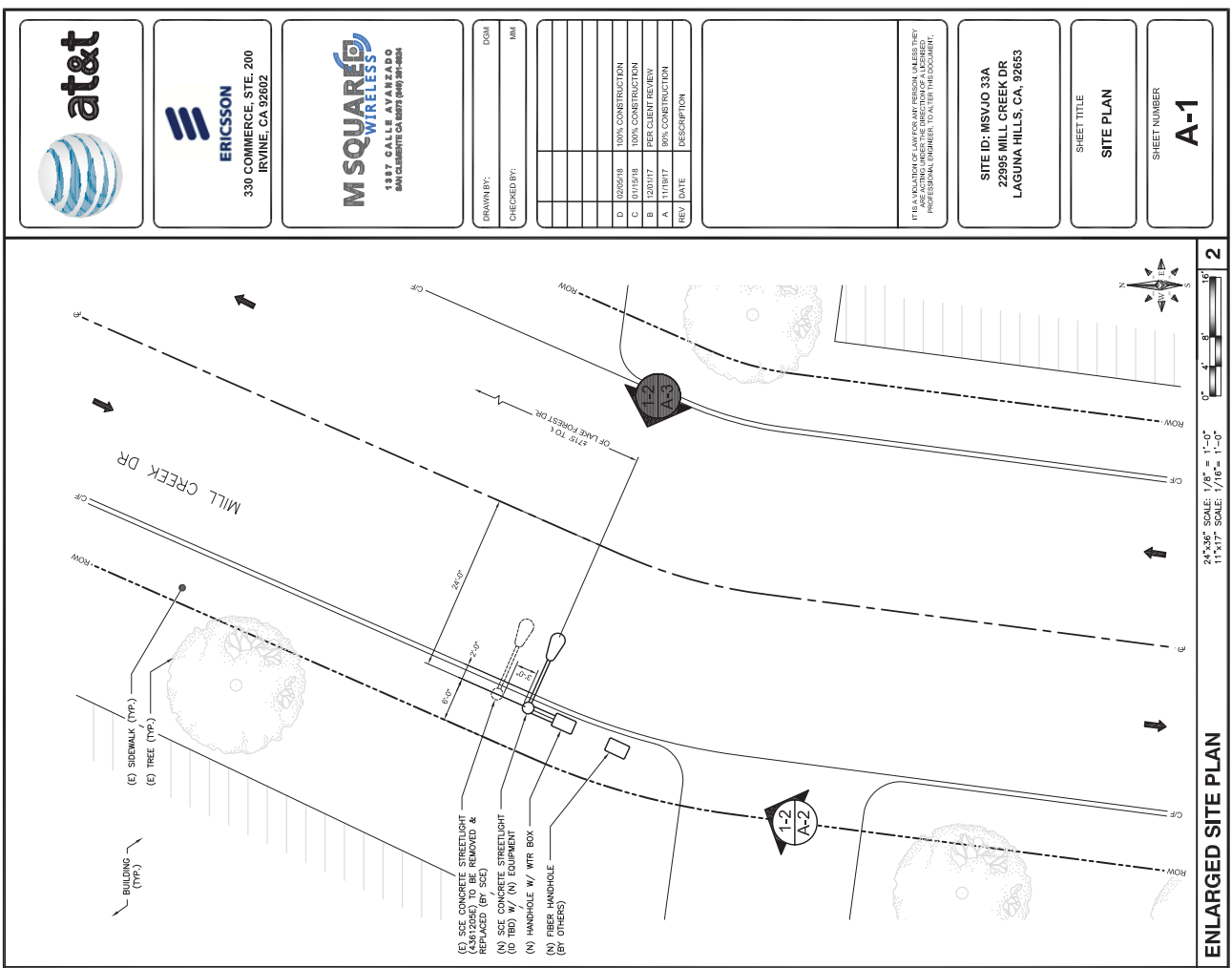
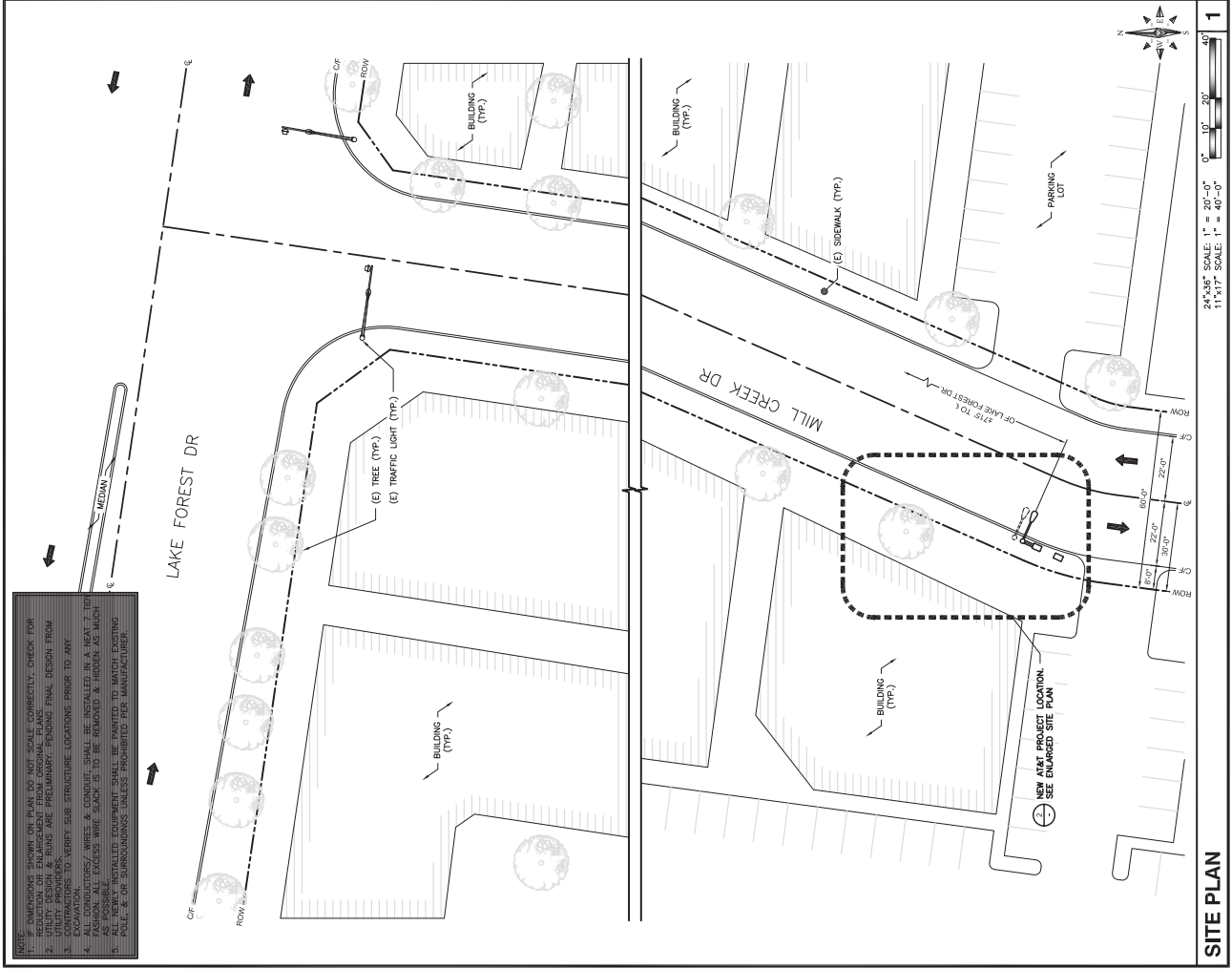
As noted above, the purpose for the proposed small cell installation on the SCE pole located on Mill Creek Road is to provide the needed coverage and signal densification as

shown on the coverage maps. There are no preferred locations that would satisfy the coverage objectives. Therefore, no alternative analysis is being provided for this type and scale antenna installation within the public right-of-way. Alternatives to this proposal would generally include building additional towers in the general area, which would create a greater visual impact to the community.



[illegible]

- NOTE:
1. ALL DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY. CHECK FOR DIMENSIONS ON THE FIELD.
 2. ALL DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY. CHECK FOR DIMENSIONS ON THE FIELD.
 3. ALL DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY. CHECK FOR DIMENSIONS ON THE FIELD.
 4. ALL CONDUITORS/ WIRES & CONDUIT SHALL BE INSTALLED IN A NEAT 7' TO 8' DEEP TRENCH. TRENCHES SHALL BE BACKFILLED & FINISHED AS SHOWN.
 5. ALL CONDUITORS/ WIRES & CONDUIT SHALL BE INSTALLED IN A NEAT 7' TO 8' DEEP TRENCH. TRENCHES SHALL BE BACKFILLED & FINISHED AS SHOWN.



330 COMMERCE STE. 200
IRVINE, CA 92602

1807 SALLIE AVE. STE. 100
SAN CLEMENTE, CA 92673 (949) 841-1800

DRAWN BY: DOM

CHECKED BY: MHI

REV	DATE	DESCRIPTION
D	10/26/18	100% CONSTRUCTION
C	01/15/18	100% CONSTRUCTION
B	12/01/17	PRELIMINARY REVIEW
A	11/16/17	50% CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 33A
22995 MILL CREEK DR
LAGUNA HILLS, CA 92653

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1



ERICSSON
330 COMMERCE, STE
IRVINE, CA 9260



1387 CALLE AVANZADO
SAN CLEMENTE CA 92073 (800) 381-9234

DRAWN BY:

NGM

CHECKED BY:

11

D	02/26/18			100% CONSTRUCTION
C	01/15/18			100% CONSTRUCTION
B	12/01/17			PER CLIENT REVIEW
A	11/19/17			90% CONSTRUCTION
	REV DATE			DESCRIPTION

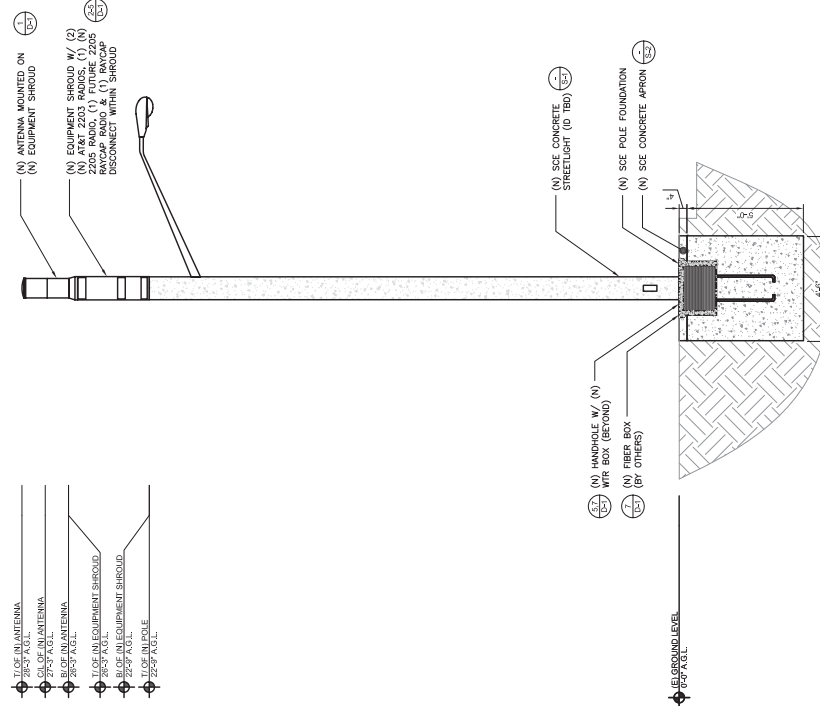
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 33A
22995 MILL CREEK DR
LAGUNA HILLS, CA, 92653

SHEET TITLE

A-2

NOTE:
ALL NEW EQUIPMENT SHALL BE PAINTED
TO MATCH NEW POLE



24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

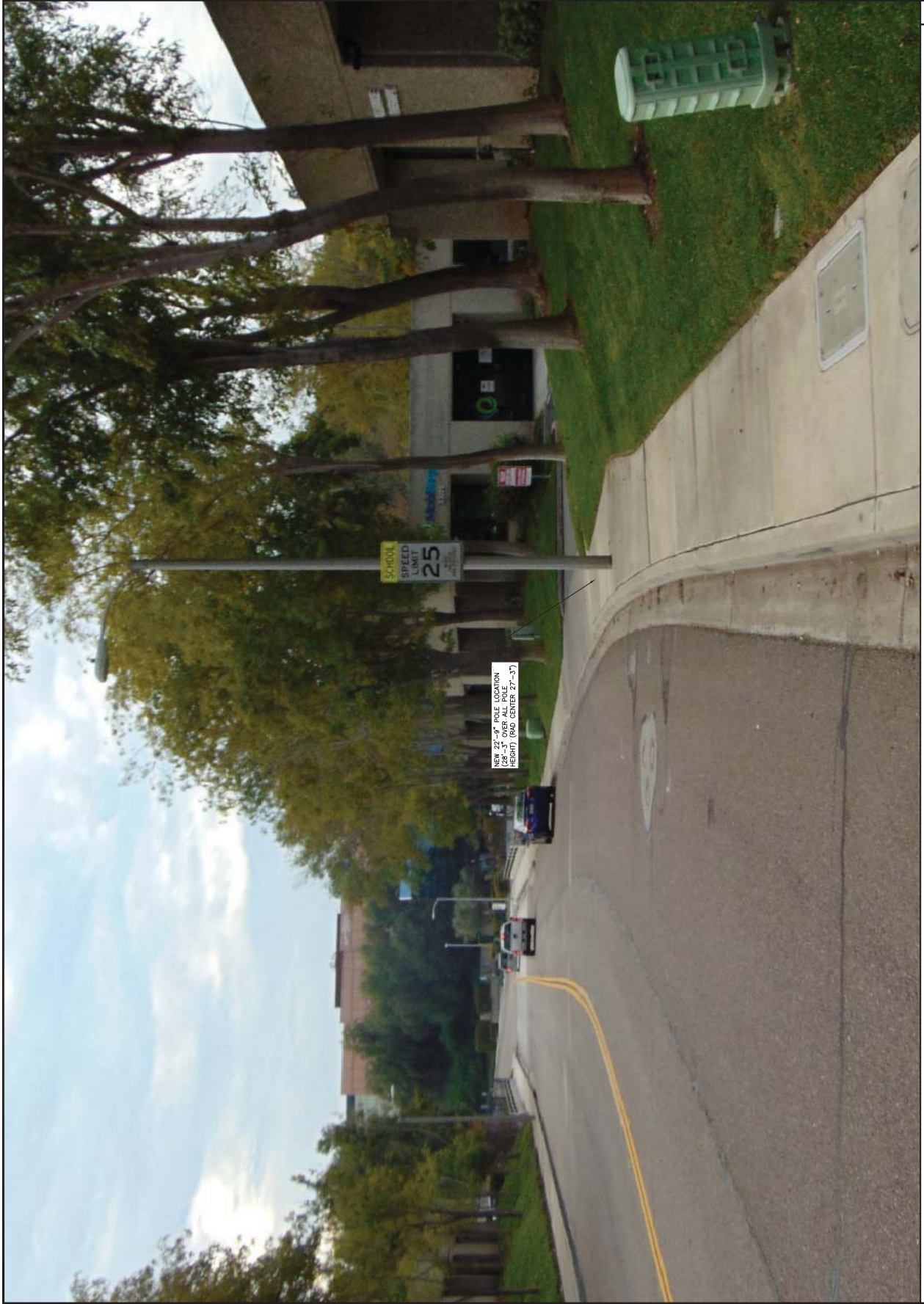
NEW SOUTHWEST ELEVATION

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

EXISTING SOUTHWEST ELEVATION

Packet Pg





PROPOSED SITE LOCATION LOOKING SOUTHWEST

1



ERICSSON
330 COMMERCE STE. 200
IRVINE, CA 92602

MSQUARE
1807 SALLIE KRAWcheck STREET
SAN CLEMENTE CA 92673 (949) 447-1804

DRAWN BY: DOM
CHECKED BY: MM

REV	DATE	DESCRIPTION
D	10/25/18	100% CONSTRUCTION
C	01/15/18	100% CONSTRUCTION
B	12/01/17	PER CLIENT REVIEW
A	11/15/17	90% CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 33A
22895 MILL CREEK DR
LAGUNA HILLS, CA, 92653

SHEET TITLE
SITE IMAGE

SHEET NUMBER
A-4



ERICSSON
330 COMMERCE, STE. 200
IRVINE, CA 92602

M SQUARED
WIRELESS

1307 CALLE AVANZADO
SAN CLEMENTE CA 92673 (949) 381-8804

DRAWN BY:	DGM
CHECKED BY:	MM

D	02/26/18				100% CONSTRUCTION
C	01/15/18				100% CONSTRUCTION
B	12/01/17				PER CLIENT REVIEW
A	11/19/17				90% CONSTRUCTION
REV	DATE				DESCRIPTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

SITE ID: MSVJO 33A
22995 MILL CREEK DR
LAGUNA HILLS, CA. 92653

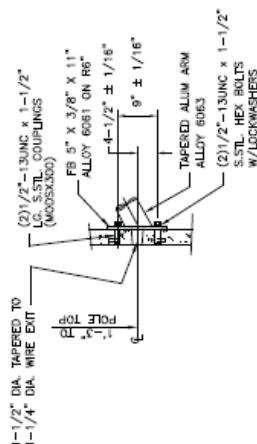
SHEET TITLE

S-1

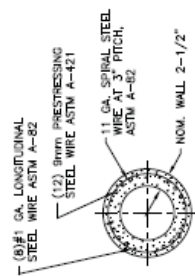
(4) 3/4-10UNC TOP MOUNT
COUPLING NUTS @ 90° ON 24.0mm
(9.45") BOLT CIRCLE FOR ANTENNA
ATTACHMENT (BY OTHERS)
(MOOSE POLE TOP)



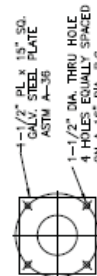
POLE TOP DETAIL



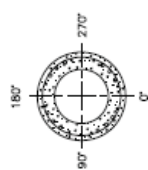
BRACKET ARM TO POLE CONNECTION



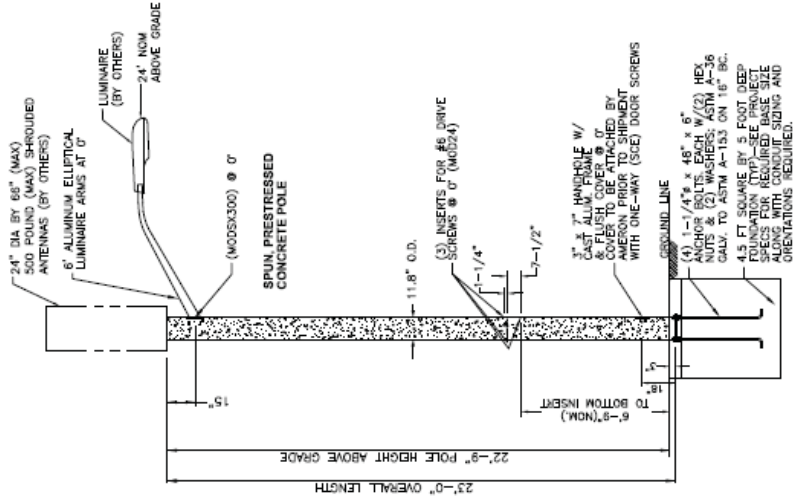
SECTION



PAGE DI ATE



HAND HOLE, MCO24, &
(MCO5X300) FOR LMA
POLE ORIENTATION



REV.	DATE	DESCRIPTION	DRN.	APPR.
A	06/07	INCREASED ARM HEIGHT	SUB	
B	01/08	GENERAL UPDATES	A.C.	
C	01/08	040-01798 WAS SK062107	A.C.	

"F" LEVEL CONFIG CODES				"W" LEVEL CONFIG CODES			
OPTION	CLASS	ENTRY	INFO	OPTION	CLASS	ENTRY	INFO
COATING	S			MIX		B1	
HH COVER	6554RE			FINISH		5	
HH PAINT	BARE			POLE TOP CON.		MO298	
COLLAR PAINT	N/A			COLLAR SHAPE		NONE	
DOOR SCR	5CE			BASEPLATE		6325CE	
DRILL IN	MO204			CASE IN MOO		MO05X500	

300MM NON-TAPERED BASE PLATE ROUND POLE

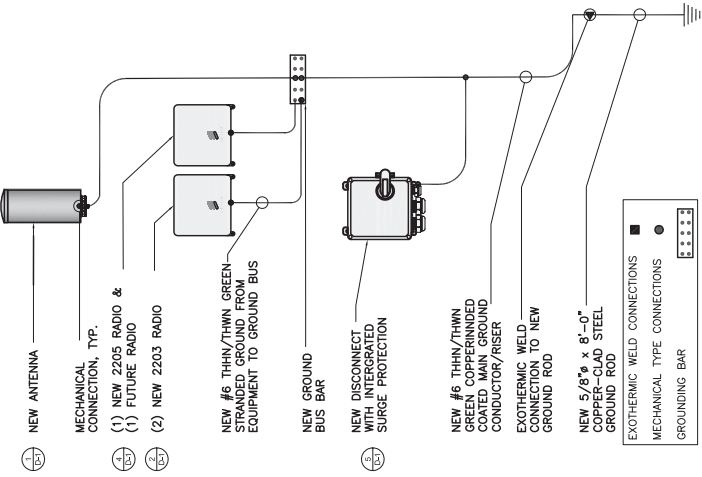
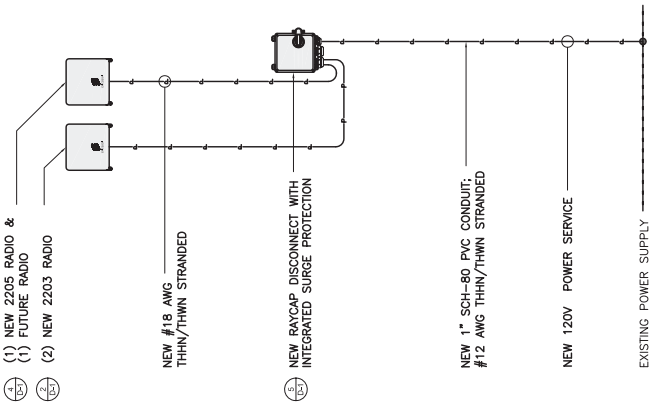
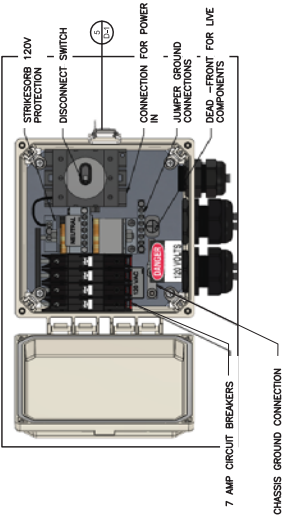
POLE DESIGN-NATION	POLE HEIGHT ABOVE GROUND	OVER-ALL LENGTH	ANCHOR BOLT CIRCLE	POLE DIA.	ULTIMATE G.L. MOMENT (ft. lbs.)	WEIGHT (lbs.)
BP300X97	22'-9"	23'-0"	16"	11'-13/16"	85,000	2260

POLES REQ'D (P/N: BP300X07-16043), EA WITH 6' WALL BRACKET
ALUMINUM ELLIPTICAL ARM (P/N: LAEB66A).

NOTES:

1. MIX (#155): SCE BLACK & WHITE, LIGHTLY EXPOSED AGGREGATE FINISH, WITH FLAT, WATER SEALER COATING.
2. ASTM C-150 TYPE III GRAY CEMENT.
3. 1c @ 28 DAYS = 7,000 PSI, USING SPUN CYLINDER TEST.
4. 1c @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
5. 28 DAYS MANUFACTURED PER ASTM C-1089-06 SPECIFICATIONS.
6. PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
7. SCE MAX ANTENNA: 500 POUNDS; CENTERED 3 FT ABOVE POLE TOP.
8. MAXIMUM PROJECTED AREA - ROUND SHAPE IS 11 SQUARE FEET.
9. MAXIMUM PROJECTED AREA - FLAT SHAPE IS 3.5 SQUARE FEET.
10. DUE TO THE NATURE & CHARACTERISTICS OF CONCRETE, SIDE MOUNTING DIMENSIONS CAN ONLY BE TAKEN TO THE NEAREST 1/8 INCH.

APPROVED BY	DATE	
		
POLE PRODUCTS DIVISION		
SOUTHERN CALIFORNIA EDISON		
BP300X07 POLE WITH SINGLE 6' ARM		
THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO AMERON. IT SHALL NOT BE REPRODUCED, COPIED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF AMERON.		
DRAWN: SJB	06/07	SCALE
CHK'D:		N.T.S.
	DWG. NO.	REV
	040-01798	C

NOTE: ALL GROUND CONDUCTORS TO BE #6 THHN/THWN GREEN STRANDED COPPER UNLESS OTHERWISE NOTED OR REQUIRED BY EQUIPMENT MANUFACTURER.  NEW ANTENNA MECHANICAL CONNECTION, TYP. (1) NEW 2205 RADIO & (1) FUTURE RADIO (2) NEW 2203 RADIO NEW #6 THHN/THWN GREEN STRANDED GROUND FROM EQUIPMENT TO GROUND BUS NEW GROUND BUS BAR NEW DISCONNECT WITH INTEGRATED SURGE PROTECTION NEW #6 THHN/THWN GREEN COPPER-CLAD STEEL CONDUCTOR/RISER EXOTHERMIC WELD CONNECTION TO NEW GROUND ROD NEW 5/8" x 8'-0" COPPER-CLAD STEEL GROUND ROD LEGEND: ■ EXOTHERMIC WELD CONNECTIONS ● MECHANICAL TYPE CONNECTIONS □ GROUNDING BAR	NOTE: UTILITY DESIGN AND RUNS ARE PRELIMINARY. PENDING FINAL DESIGN FROM UTILITY PROVIDERS  (1) NEW 2205 RADIO & (1) FUTURE RADIO (2) NEW 2203 RADIO NEW #18 AWG THHN/THWN STRANDED NEW BAYCAP DISCONNECT WITH INTEGRATED SURGE PROTECTION NEW 1" SCH-80 PVC CONDUIT; #12 AWG THHN/THWN STRANDED NEW 120V POWER SERVICE EXISTING POWER SUPPLY	NOTE: UTILITY DESIGN AND RUNS ARE PRELIMINARY. PENDING FINAL DESIGN FROM UTILITY PROVIDERS  7 AMP CIRCUIT BREAKERS CHASSIS GROUND CONNECTION STRESSOR 120V PROTECTION DISCONNECT SWITCH CONNECTION FOR POWER IN JUMPER GROUND CONNECTIONS DEAD - FRONT FOR LIVE COMPONENTS
NOT USED	NOT USED	NOT USED
NOT USED	NOT USED	NOT USED





330 COMMERCE STE. 200
IRVINE, CA 92602

1887 SALLIE KATZ BLVD
SAN CLEMENTE CA 92673 (949) 447-1844

DRAWN BY: DOM

CHECKED BY: MH

REV	DATE	DESCRIPTION
D	02/25/18	100% CONSTRUCTION
C	01/25/18	100% CONSTRUCTION
B	12/07/17	PER CLIENT REVIEW
A	11/18/17	90% CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 33A
22895 MILL CREEK DR
LAGUNA HILLS, CA 92653

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-1



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit (CUP) No. 3-18-4144, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 200 Feet Southerly of El Toro Road.

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4144; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4144, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 200 feet southerly of El Toro Road."

SUMMARY:

Conditional Use Permit (CUP) No. 3-18-4144 is a request by Ericsson Inc., on behalf of AT&T (the "Applicant"), to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located in the center median of El Toro Road approximately 200 feet southerly of El Toro Road. The project will consist of one panel antenna and other small equipment such as radio units mounted at the top of a new SCE streetlight standard, which will replace an existing streetlight, as well as ground-mounted equipment within a small underground vault beneath the median.

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As described in more detail in the report below, the Zoning Code encourages placing telecommunication antennas on existing support structures in lieu of building a new monopole. While the streetlight standard and fixture to be used in this installation are new, it replaces an existing streetlight standard in roughly the same location. All additional ground-mounted equipment will be located within a small subterranean vault under the median. There are no concerns regarding exposure to radio waves transmitted by the antenna since all equipment is required to operate within acceptable levels mandated by the federal government. The Applicant has documented coverage gaps in the area, so if the project is approved, the City of Laguna Hills would benefit by enhancing the existing coverage area for the area surrounding this site. Staff has included standard conditions of approval that will ensure that the small cell communication facility will be a positive addition to the area and not a detriment to the surrounding properties as a result of the use.

Staff has reviewed the Development Code (“Code”) requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare.

AUTHORITY:

The authority of cities to regulate the placement of wireless telecommunication facilities within the public right-of-way is limited by applicable state and federal law; however, a city may exercise reasonable control as to the time, place, and manner of construction within the public right-of-way, may impose aesthetic requirements on proposed facilities, and may require a Conditional Use Permit (LHMC Chapter 9-58) as well as an Encroachment Permit (LHMC Chapter 12-12). Pursuant to Chapter 9-24 of the Development Code (VC Village Commercial District, where the project is located) and the list of permitted and conditionally permitted uses found in Table 1 of the Urban Village Specific Plan (UVSP), communication facilities are allowed in the VC district and are subject to various regulations and criteria found in Chapter 9-58 of the Development Code. Chapter 9-58 (Communications Facilities) addresses the zoning review process, facility design, siting, and operational requirements for communication facilities. The design criteria used to determine approval for communication facilities in the Code is primarily based on a preference for utilizing existing structures and the aesthetic quality and screening of the proposed facilities. These criteria ensure that facilities are constructed in a manner that maintains the aesthetic integrity of both residential and nonresidential districts in the City.

Historically, the types of cell sites the City has reviewed and approved are what is known in the industry as “macro sites.” Macro sites typically consist of several (6-12 is common) cell antennas mounted in a roof-area of a multi-story building, on existing tall towers (such as the SCE transmission towers in the area), or as a “monoeucalyptus” or “monopine” (monopoles designed to look like a eucalyptus tree or pine tree, respectively). These facilities typically also have a large ground equipment enclosure containing several equipment cabinets and sometimes generators or other supporting equipment. However, with the increased demand for data service and internet speed (as opposed to just voice calls), cell service providers have been making the switch to “small cells” or “distributed antenna systems” (DAS). The cell service providers report that these smaller cell sites in conjunction with the traditional macro sites help to bring wireless service closer to the end user, producing stronger signals and faster data speeds. Because of their small footprint (typically just one antenna and a small amount of other equipment), these small cell sites are often located in the public right-of-way, on streetlights and traffic signals. In the case of the subject application, AT&T has identified a streetlight pole in the public right-of-way that would meet the network need for signal densification in this area.

Staff has verified that no Planning Agency member’s property/residence is within a 500’ radius of the project location; therefore there is no concern related to conflict of interest based upon proximity of Agency members’ properties/residences to the project location.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, design, location, and operation of the proposed wireless communications facility:

Project Location and Setting

The proposed location is in the public right-of-way in the center median of Paseo de Valencia, approximately 200 feet southerly of EL Toro Road. The proposed small cell communication facility will utilize a SCE streetlight standard. A new streetlight standard and fixture will be constructed as a part of the project to better accommodate the communications equipment, and will replace an existing streetlight in roughly the same location. The project site is located in the Village Commercial (VC) district and is in the immediate vicinity of a number of office buildings and commercial shopping centers. The nearest commercial building is approximately 110 feet away. The proposed project is also located approximately 431 feet from the nearest residential structure in the City of Laguna Woods. Streetlights are a typical occurrence in both commercial and residential areas and are not a visually dominant feature of typical urban or suburban streetscapes.

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Project Design

Prior to submittal of the CUP application for the project, the Public Services Department reviewed the project to ensure their requirements were incorporated into the project. The proposed small cell communication facility consists of one omni-directional antenna (2' tall) and other pole mounted equipment such as radio units mounted on the top of a replacement SCE streetlight. The overall height of the installation will increase the apparent height of the standard from 31'3" to 34'9", an increase in overall height of 3'6". The antenna and other pole-mounted equipment will be located at the top of the standard, shrouded to appear as the rest of the standard with a maximum height of 34'9". While the shroud covering the antenna and other equipment will be visible, it is within the maximum height limit for the zone and is consistent in character and similar in height to other streetlights and traffic light poles. Other ground-mounted equipment will be within a small subterranean vault under the median, resulting in no visual impact on the streetscape. **Attachment 2** shows the existing condition and how the new streetlight (with the proposed small cell site) will appear.

Pursuant to Section 9-58.040(E), antenna height shall conform to the height limit of the zoning district or as otherwise approved through a Conditional Use Permit. The proposed antenna height of 34'9" is below the VC district maximum building height of 75 feet. Furthermore the proposal meets the design requirements of Section 9-58.050 by screening, to the extent feasible all antennas and equipment, using the smallest and least visible antennas possible to accomplish coverage objectives, placing ground equipment underground, and utilizing existing structures (in this case, a streetlight) instead of constructing new facilities for the sole purpose of accommodating the communications facility (such as a monopole).

Antenna Siting Analysis

Coverage maps provided by the Applicant indicate a large area where data speeds are poor. This area is depicted in **Attachment 3** (the subject site is identified as "M_Viejo_35" in Attachment 3). The area that would be affected by the proposed installation is a small radius around the proposed site, as depicted in **Attachment 3**, which is comprised of office and commercial buildings occupied by a number of businesses, and may extend to some of the residential areas off of Calle Aragon in the City of Laguna Woods. The materials submitted by the Applicant for this project indicates that small cells such as the proposed can cover a radius of up to 1,500 feet.

Health and Safety

The health risks associated with the public's exposure to radio frequency (RF) energy has been an area of public debate with the increase in the public's use of mobile devices

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and the proliferation of mobile technology and its supporting infrastructure such as wireless antennas. The following information was taken from the Federal Communication Commission's (FCC) website:

(<https://www.fcc.gov/guides/human-exposure-rf-fields-guidelines-cellular-and-pcs-sites>):

"In 1996, the FCC adopted updated guidelines for evaluating human exposure to RF fields from fixed transmitting antennas such as those used for cellular and PCS cell sites. The FCC's guidelines are identical to those recommended by the National Council on Radiation Protection and Measurements (NCRP), a non-profit corporation chartered by Congress to develop information and recommendations concerning radiation protection. The FCC's guidelines also resemble the 1992 guidelines recommended by the Institute of Electrical and Electronics Engineers (IEEE), a non-profit technical and professional engineering society, and endorsed by the American National Standards Institute (ANSI), a nonprofit, privately-funded membership organization that coordinates development of voluntary national standards in the United States.

In the case of cellular and PCS cell site transmitters, the FCC's RF exposure guidelines recommend a maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. This limit is many times greater than RF levels typically found near the base of cellular or PCS cell site towers or in the vicinity of other, lower-powered cell site transmitters. Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that, in order to be exposed to RF levels near the FCC's guidelines, an individual would essentially have to remain in the main transmitting beam and within a few feet of the antenna for several minutes or longer. Thus, the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote."

To indicate the site's compliance with FCC guidelines concerning the public's exposure to RF levels generated by this site, the Applicant has submitted a "Radio Frequency - Electromagnetic Energy (RF-EME) Compliance Report," dated March 8, 2018, analyzing the proposed antenna's RF-EME emissions. The report indicates that the general population will not be exposed to RF energy levels in excess of limits recommended by the FCC. Section 5.0 of **Attachment 4** discusses the findings of the report.

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The height of the antenna in the proposed installation is approximately 34 feet above the street and is located approximately 110 horizontal feet from the nearest building (24100 EL Toro Road, Laguna Woods). As noted in the RF-EME report, exposures to EME at these locations is less than 1% of the FCC-established maximum safe exposure for the general public. EME dissipates rapidly with increased distance from omni-directional antennas such as the one proposed.

The Federal Telecommunications Act (FTA) prohibits the Planning Agency from denying or regulating the placement and construction of wireless communication facilities (WCF) on the basis of environmental effects of radio frequency and/or electromagnetic energy, to the extent that such facilities comply with FCC regulations concerning acceptable frequency emissions. Pursuant to federal law, the Planning Agency cannot consider RF-EME emissions to the extent that they do not exceed the parameters set by the FCC. Relying on potential health effects as a basis for denial or local regulation through the City's land use and planning process is impermissible under the FTA. (Section 332 of the Federal Telecommunications Act (47 USC Sect. 152 *et seq.*)).

The Federal Telecommunications Act provides, in relevant part, as follows:

“No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.”

While the Applicant has submitted the RF-EME compliance report that models expected RF-EME emissions, a condition of approval has been included (Condition 15) that requires the Applicant to submit a post-installation report that demonstrates that actual operations of the facility are within FCC limitations for safe RF-EME exposure.

The Federal Communications Commission (FCC) “Shot Clock Rule”

Federal Regulations adopted in 2009 and amended in 2014 designate specific time periods under which local agencies must review applications for WCFs. For this application, which is a new stand-alone facility, the City must process the Applicant's request for a CUP within 150 days from the date of application; however, time tolls following a determination by the City that the application is incomplete (i.e. missing necessary, required information) within 30 days from initial submittal and resumes upon resubmittal by the Applicant. The date of application for this CUP was March 28, 2018. The application was deemed incomplete in a letter dated April 26, 2018. The Applicant re-submitted the requested missing information on May 8, 2018, and staff subsequently determined that the application was complete on May 10, 2018. Therefore, for this

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application, the Planning Agency must take action on this application by September 6, 2018. Failure to take action by this date could result in the Applicant commencing legal action against the City, potentially resulting in the project being deemed approved.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the new small cell communication facility. The increase in height of the streetlight due to the antenna will not substantially change the appearance of the streetlight nor affect the character of the surrounding area. The ground-mounted equipment will be placed in a small subterranean vault, eliminating any impacts due to the ground equipment. The proposed installation is the alternative that meets the Applicant's objective of filling coverage gaps in AT&T's wireless service network with the least visual impact. Furthermore the proposed installation will not be detrimental to the public health, safety, or welfare.

PUBLIC COMMENT:

A total of nine (9) public hearing notices were mailed, including all property owners within a 300-foot radius of the proposed small cell installation. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

This project is exempt from CEQA under the Class 3 New Construction or Conversion of Small Structures categorical exemption set forth in CEQA Guidelines Section 15303. The Class 3 exemption applies to the "construction and location of limited numbers of new, small facilities or structures" and the "installation of small new equipment and facilities in small structures." The Class 3 exemption applies to the installation of wireless telecommunications equipment at multiple locations. (See *Aptos Residents Association v. County of Santa Cruz* (2018) 20 Cal.App.5th 1039 [finding the proposed installation of 13 microcell transmitters at different locations each consisting of an antenna mounted on an extender pole with related pole-mounted equipment to be exempt under the Class 3 exemption]; *Robinson v. City and County of San Francisco* (2012) 208 Cal.App.4th 950 [finding a series of approximately 40 proposed wireless telecommunications equipment installations to be fastened to utility poles throughout the City to be exempt under the Class 3 exemption]; *San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012 [finding the installation of 726 metal utility boxes housing telecommunications equipment on city sidewalks to be exempt under the Class 3 exemption].)

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Here, the proposed project consists of the installation of four cellular communication equipment sites which will each include the placement of an antenna along with pole-mounted equipment located within an equipment shroud on top of a replacement Southern California Edison streetlight standard. Each antenna is approximately two feet in height and each equipment shroud is approximately three and a half feet in height. The antenna and equipment shroud will increase the overall height of each streetlight by four feet and three inches. Each site will also include the installation of ground-mounted equipment within a small subterranean vault beneath the sidewalk near each streetlight. The project will include the installation of a new Southern California Edison streetlight standard at each site to replace the existing streetlights in roughly the same location. Each site thus consists of the “construction and location of limited numbers of new, small facilities or structures” or the “installation of small new equipment and facilities in small structures” within the meaning of the Class 3 New Construction or Conversion of Small Structures exemption. The proposed installation of the four cellular communication sites are therefore exempt from CEQA pursuant to the Class 3 categorical exemption. (See *Aptos Residents Association, supra*, 20 Cal.App.5th at 1047; and *Robinson, supra*, 208 Cal.App.4th at 956.)

ATTACHMENTS:

- Att 1 Resolution of Approval
- Att 2 Photo sims
- Att 3 Propagation maps
- Att 4 RF-EME Report
- Att 5 Project narrative
- Att 6 Plans



Attachment 1

Resolution of Approval

RESOLUTION NO. PA2018-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-18-4144, A REQUEST BY ERICSSON INC., ON BEHALF OF AT&T, TO CONSTRUCT AND OPERATE A NEW SMALL CELL COMMUNICATION FACILITY CONSTRUCTED ON A SOUTHERN CALIFORNIA EDISON STREETLIGHT STANDARD IN THE PUBLIC RIGHT-OF-WAY LOCATED IN THE CENTER MEDIAN OF PASEO DE VALENCIA APPROXIMATELY 200 FEET SOUTHERLY OF EL TORO ROAD

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

WHEREAS, Ericsson Inc., on behalf of AT&T ("the Applicant"), has filed an application for Conditional Use Permit No. 3-18-4144 to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 200 feet southerly of El Toro Road; and

WHEREAS, Conditional Use Permit No. 3-18-4144 is hereby found to be Categorically Exempt from CEQA pursuant to Section 15303 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures); and

WHEREAS, SCE has given their authorization for the proposed application for construction and operation of a new small cell communication facility on a streetlight standard owned by SCE; 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 12, 2018.

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

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

SECTION 2. That the required findings by the City for approval of Conditional Use Permit No. 3-18-4144 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan establishes goals and policies that encourage communication services to provide services using the best technology

available. Further, the General Plan encourages infill development that is sensitive to existing neighborhoods. The Applicant has shown a need to enhance cellular coverage in the surrounding area and proposes to locate an antenna on a replacement SCE streetlight standard. Small cell sites (micro cells or distributed antenna systems) are lightweight and low-power antenna solutions designed to bring necessary signal to the end user, when used in conjunction with traditional macro sites. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault. The result is an effective boost to AT&T's mobile network in the immediate vicinity, utilizing already existing infrastructure (a streetlight standard), with little to no visual impacts, consistent with the General Plan. The subject application is consistent with the General Plan by providing communication technology to the area and providing the least intrusive solution for placement of the antenna.

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

The small cell communication facility will be located on a new streetlight standard to replace an existing SCE streetlight standard in the public right-of-way in an office/commercial area in the VC district. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault, resulting in little to no visual impact. The Applicant has provided an RF-EME study which models any potential RF-EME exposure. The study finds that the site will operate within FCC limits for safe exposure. RF energy emissions from small cell sites are significantly lower than in traditional macro sites. Additionally, the use will be conditioned to operate within required FCC parameters pertaining to the transmission of RF energy so as to ensure there is no harmful public exposure.

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 wireless communications facility will be located on a streetlight standard owned by SCE in the public right-of-way. The pole-mounted antenna and equipment will be shrouded at the top, above the light fixture for minimal visual impact. The ground equipment will be located in a small subterranean vault.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed site is within height limitations of the VC district and is located

on a streetlight standard within the public right-of-way. A Communication Facility is a permitted use in the zoning district, subject to provisions in Chapter 9-58 of the Zoning Code. Design criteria are included in Chapter 9-58, including encouraging using alternative support structures, placing ground-mounted equipment underground, and screening the facility to the maximum extent feasible. The proposed small cell site accomplishes these requirements by using an SCE streetlight as an alternative structure for antenna support, concealing otherwise exposed equipment by completely enclosing it within a shroud designed to appear as part of the streetlight at the top of the pole, and placing ground-mounted equipment within an underground vault, providing the maximum screening for the facility possible.

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.

The wireless communications facility has been required to be designed in such a way as to minimize or avoid impacting the surrounding area to ensure compatibility with adjacent uses. The facility will be placed on a SCE streetlight standard and other equipment will be placed in an underground vault. These provisions, are necessary to provide the needed cellular service while ensuring compatibility with surrounding uses. In addition, the following conditions of approval establish additional limitations on the use and operation of the facility in the interest of preserving the public peace, health, safety and welfare:

- *Condition 13 requires the Applicant to remove all equipment in the event the use ceases.*
- *Condition 15 requires the Applicant to provide documentation that the facility is operating within required FCC parameters for EMF and RFR exposure within 90 days of commencement of the use.*
- *Condition 18 requires the Applicant to maintain the facility in a "like new" condition to maintain the aesthetic quality of the improvements.*

6. That there are no reasonable design or location alternatives to the requested use that would have less adverse effects on the surrounding property or be less detrimental to the public health, safety and welfare.

The Applicant has submitted propagation maps indicating that the antenna is needed in order to increase data speeds on the network. Alternatives to this site would be the same type of installation on nearby streetlight standards in the public right-of-way to the same effect as the proposed installation. Another alternative would be to build a new monopole for a macro site somewhere in the vicinity to cover the coverage gaps and needed signal densification. A new monopole would have significantly greater visual impact than several small sites, such as the one proposed. Additionally, other than the minor visual effect of the 5-foot 6-inch shrouded vertical projection at the top of the light standard, the proposal has no adverse effects on the surrounding property, and the proposed installation will not be detrimental to the public health, safety, or welfare. With regard to effect of RF-EME

exposure, the Applicant has provided an RF-EME study demonstrating that the RF energy generated by the proposed site is within established FCC safety guidelines for exposure. When compared to a standard macro site with 12 or more antennas, the amount of RF emissions is significantly less. The Applicant has proposed that the ground equipment be located in an underground vault.

7. That the facility structures and equipment are located, designed and screened to blend with the existing natural environment or built surroundings so as to reduce visual impacts to the extent feasible considering the technological requirements of the proposed telecommunication services and the need to be compatible with the character of the community.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 3'6" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. The proposed design in the least visually impactful way to accomplish the goal of filling a service gap in AT&Ts wireless service, as demonstrated in the propagation maps.

8. That the facility is designed to blend with any existing supporting structures and does not substantially alter the character of the structure or local area.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 3'6" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. As such the proposed design incorporates the installation into the SCE light standard and does not substantially alter the character of the structure or the area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 3-18-4144 subject to the following conditions:

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, Ericsson Inc., AT&T, 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 refer to the Conditional Use Permit, CUP No. 3-18-4144, approved pursuant to this Resolution.
3. Unless the context dictates otherwise, whenever the term “Project” is used in the following Conditions of Approval, it shall refer collectively refer to the plans, studies, and exhibits submitted to the City by the Applicant to depict the improvements to be constructed as part of the Project, as modified by these Conditions of Approval for Conditional Use Permit No. 3-18-4144.
4. This approval constitutes approval of the 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. This Conditional Use Permit may be modified or revoked by the Planning Agency should the Agency determine, after a duly noticed hearing held in compliance with all applicable laws, including without limitation, the Federal Telecommunications Act and FCC rules and regulations, that the proposed use or conditions under which it is being operated or maintained are detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
7. 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.

8. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval of this Permit.
9. 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 exactions imposed on this project through the conditions of approval has begun.
10. 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.
11. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from June 12, 2018.
12. 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 Exemption.
13. The Applicant is required to completely dismantle and remove the wireless communication facility and all of its associated antennas and all equipment and infrastructure established and maintained on the subject property pursuant to this Permit if their use is abandoned, discontinued, or no longer providing service for a period of six months or more.
14. The Applicant shall cooperate with other wireless communications providers in co-locating additional antennas, equipment or structures within the subject property provided

said providers have received all required SCE approvals. The Applicant shall exercise good faith in co-locating with other wireless communications providers and sharing the permitted site, provided such shared use does not give rise to a substantial technical level or quality of service impairment of the permitted use (as opposed to a competitive conflict or financial burden).

15. Within ninety (90) days of commencement of operations of the wireless communications facility, the Applicant shall be required to provide a preliminary report and field report prepared by a qualified licensed civil engineer that shows the operation of the facility is in conformance with all applicable FCC standards and regulations, including, where incorporated by the FCC, the standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). Said report must be mailed or delivered to the City of Laguna Hills, Planning Division at 24035 El Toro Road, Laguna Hills, CA 92653.
16. The proposed wireless communications facility shall comply with all regulations set forth in Chapter 9-58 of the Laguna Hills Municipal Code regarding communication facilities.
17. The Applicant shall ensure equipment shroud is in a color and finish to match the light standard at time of Project completion and is maintained in a matching condition throughout the life of the facility.
18. The Applicant shall maintain all communications facility and antenna elements approved pursuant to this Permit in a "like new" condition and shall promptly repair, replace, or repaint elements as applicable within 90 days upon written notification from the Community Development Director.
19. Prior to any work occurring in the public right-of-way, the Applicant shall apply for and obtain an Encroachment Permit from the Public Services Department.
20. Prior to commencement of work the Applicant shall submit a site-specific traffic control plan, prepared by a Civil/Traffic Engineer, to the City Engineer for review and approval.
21. Prior to Encroachment Permit final, the Applicant shall replace damaged landscape and irrigation to the satisfaction of the City Engineer or reimburse the City for the cost of the same.
22. Prior to Encroachment Permit final, the Applicant shall remove and replace existing banded traffic control signs from the existing standard to the new standard, if any.

23. Work on the project shall be completed between 9:00 am and 4:00 pm Monday through Saturday.
24. The Applicant shall be responsible for ensuring that all applicable building permits are obtained, as required by Section 105 of the 2016 California Building Code prior to commencement of any work for which a permit is required.
25. 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 California Building Code (construction documents).
26. Prior to the issuance of any building or grading permit, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
27. Applicant shall comply with all general construction Water Quality Ordinances, as required by City of Laguna Hills, Ordinance No. 2003-12.
28. Prior to the issuance of a building permit, the Applicant shall obtain approval from SCE for a separate meter for the improvements, and be responsible for ensuring separate building permits are obtained for the installation of any such meter. The meter shall be installed as required by SCE.
29. Applicant shall comply with all California Energy requirements, as required by the California Energy Commission at the time of document submittal for the purpose of permit issuance.
30. All construction shall comply with 2016 California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Codes, or the code applicable at the time of permit issuance.

PASSED, APPROVED, AND ADOPTED this 12th day of June, 2018.

MELODY CARRUTH, 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.
PA2018-xxx adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Att 1 Resolution of Approval [Revision 1] (1587 : CUP No. 3-18-4144)



Attachment 2

Photo Simulations



CRAN_RLOS_MSVJO_35

24167 Paseo De Valencia
Laguna Hills, CA 92637



**Location
Map**



**Proposed Site
Build**



**Existing Site
Conditions**

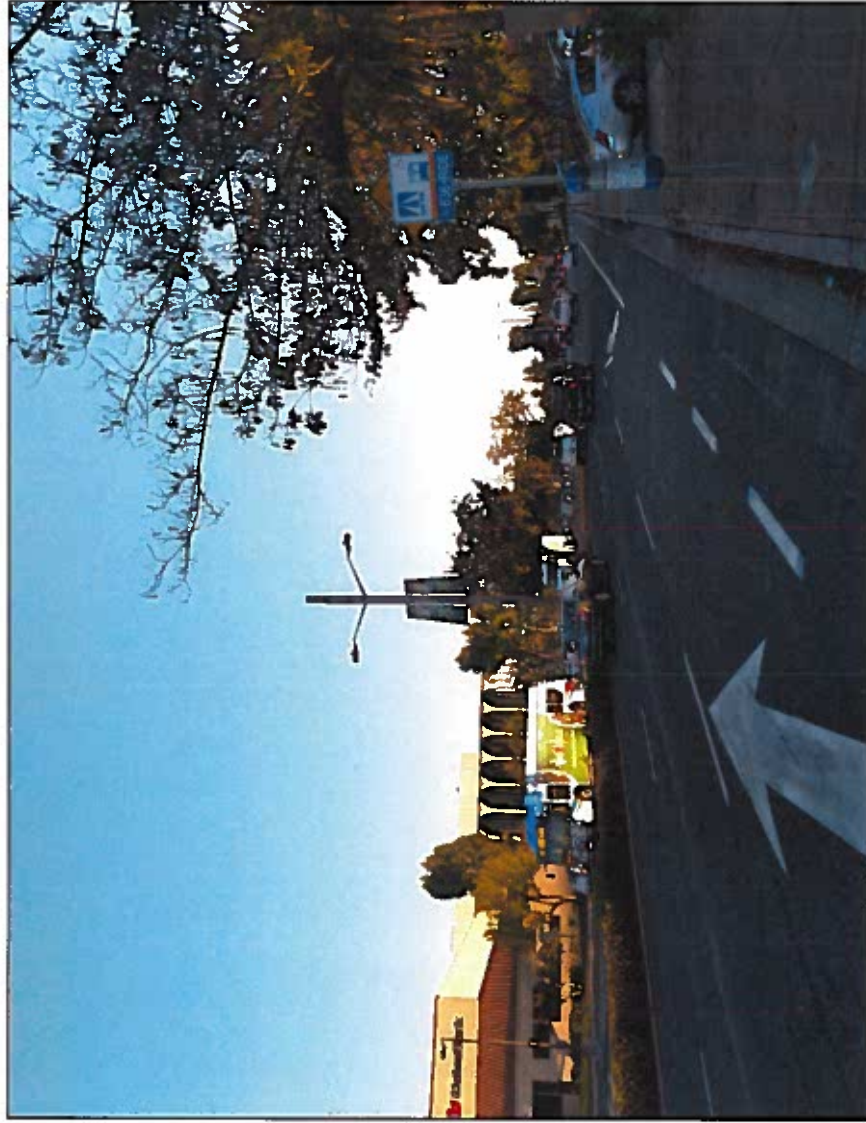


**Location
Map**



CRAN_RLOS_MSVJO_35

24167 Paseo De Valencia
Laguna Hills, CA 92657



**Proposed Site
Build**



**Existing Site
Conditions**



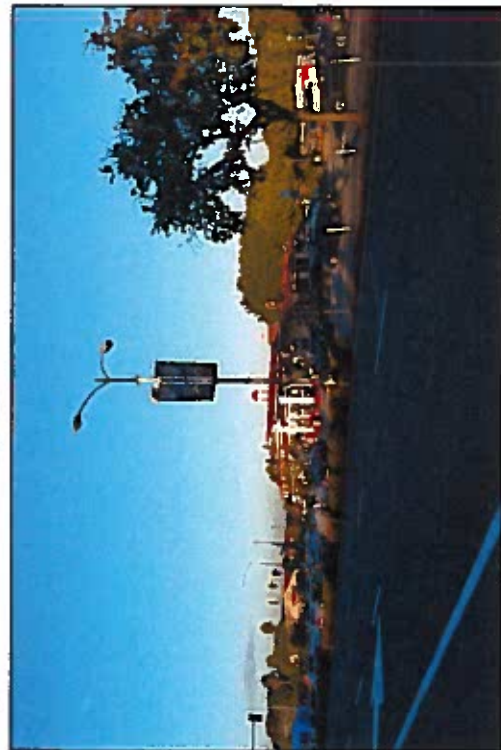
**Location
Map**

CRAN_RLOS_MSVJO_35

24167 Paseo De Valencia
Laguna Hills, CA 92657



**Proposed Site
Build**



**Existing Site
Conditions**



Attachment 3

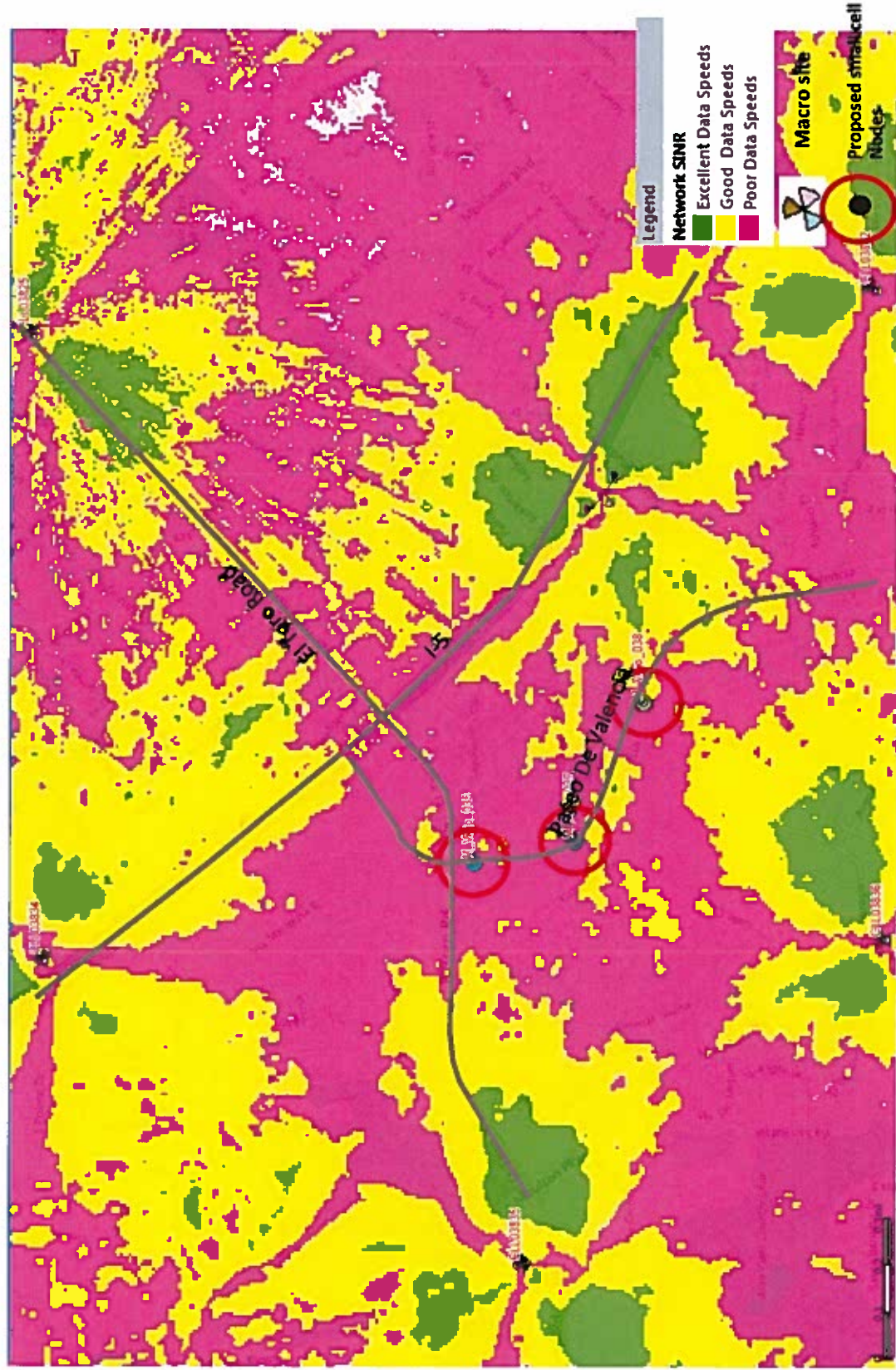
Propagation Maps

CRAN_RLOS_MSVJO_035,037 and 038

Propagation Maps for Node MSVJO_035,037 and 038 FEB, 2018



SINR_Coverage without Small cell



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Attachment: Att 3 Propagation maps (1587 : CUP No. 3-18-41144)



100 JOURNAL OF DOCUMENTATION





Attachment 4

RF-EME Compliance Report

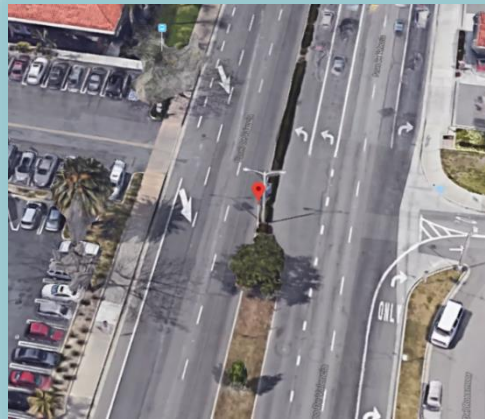
Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

Site No. CRAN_RLOS_MSVJO_035
MRLOS045538
MSVJO 35B

Across from 24167 Paseo De Valencia
Laguna Hills, California 92637
Orange County
33.611957; -117.712984 NAD83
Light Pole

**The proposed AT&T installation will be in compliance with FCC regulations
upon proper installation of recommended signage.**

EBI Project No. 6218001417
March 8, 2018



Prepared for:

AT&T Mobility, LLC
100 W Alondra Blvd
Gardena, California 90248

Prepared by:



TABLE OF CONTENTS

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APPENDICES

- Appendix A Personnel Certifications**
Appendix B Compliance/Signage Plan

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CRAN_RLOS_MSVJO_035 located at Across from 24167 Paseo De Valencia in Laguna Hills, California to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 1.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains a detailed summary of the RF EME analysis for the site, including the following:

- Site Plan with antenna locations
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site. There are no modeled exposures at the antenna face that exceed the FCC's occupational and/or general public exposure limits at this site.

As such, the proposed AT&T installation is in compliance with FCC regulations upon proper installation of recommended signage and/or barriers.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014.

The following signage is recommended at this site:

- Blue NOTICE decal posted around the bottom of the antenna radome.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. More detailed information concerning site compliance recommendations is presented in Section 4.0 and Appendix B of this report.

I.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

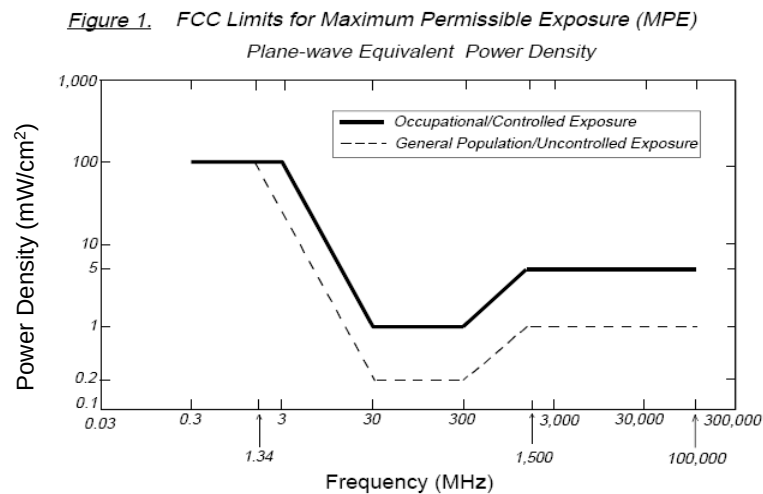
Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table 1: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6
1,500-100,000	--	--	5	6
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

* Plane-wave equivalent power density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Freq. Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 3.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 4.0.

3.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofView® software to estimate the worst-case power density at the site ground-level and nearby rooftops resulting from operation of the antennas. RoofView® is a widely-used predictive modeling program that has been developed by Richard Tell Associates to predict both near field and far field RF power density values for roof-top and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by AT&T, and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. For this report, EBI utilized antenna and power data provided by AT&T and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. The assumptions used in the modeling are based upon information provided by AT&T and information gathered from other sources. There are no other wireless carriers with equipment installed at this site.

Based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

At the nearest walking/working surfaces to the AT&T antennas, the maximum power density generated by the AT&T antennas is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna. Based on worst-case predictive modeling, there are no areas at ground level or at the antenna face related to the proposed AT&T antenna that exceed the FCC's occupational or general public exposure limits at this site.

A graphical representation of the RoofView® modeling results is presented in Appendix B. It should be noted that RoofView® is not suitable for modeling microwave dish antennas; however, these units are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. There are no microwaves installed at this site.

4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

Informational Signs		Alerting Signs	
	INFO 1		NOTICE
	INFO 2		CAUTION - ROOFTOP
	NOTICE DECAL		CAUTION - TOWER
	INFO 4		WARNING

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, and additional guidance provided by AT&T, the following signage is recommended on the site:

- Blue NOTICE decals posted around the bottom of the antenna radome.

No barriers are required for this site. Barriers should be constructed of weather-resistant plastic or wood fencing. Barriers may consist of railing, rope, chain, or weather-resistant plastic if no other types are permitted or are feasible. Painted stripes should only be used as a last resort and only in regions where there is little chance of snowfall. If painted stripes are selected as barriers, it is recommended that the stripes and signage be illuminated. The signage and any barriers are graphically represented in the Signage Plan presented in Appendix B.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at Across from 24167 Paseo De Valencia in Laguna Hills, California.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antennas to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site. There are no modeled exposures at the antenna face that exceed the FCC's occupational and/or general public exposure limits at this site. There are no existing occupied buildings within 20 feet of the subject antenna installation. The MPE levels at this distance and beyond fall below the 1% of the FCC occupational and general public exposure limits.

Signage is recommended at the site as presented in Section 4.0 and Appendix B. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies.

6.0 LIMITATIONS

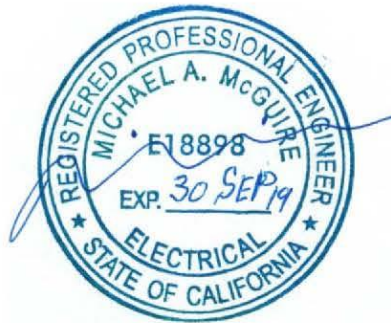
This report was prepared for the use of AT&T Mobility, LLC to meet requirements outlined in AT&T's corporate RF safety guidelines. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

Appendix A

Personnel Certifications

Attachment: Att 4 RF-EME Report (1587 : CUP No. 3-18-4144)

Reviewed and Approved by:



sealed 8mar2018

Michael McGuire
Electrical Engineer

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the structure, as well as the impact of the antennas and broadcast equipment on the structural integrity of the structure, are specifically excluded from EBI's scope of work.

Preparer Certification

I, Ryan Eaton, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am familiar with the FCC rules and regulations as well as OSHA regulations both in general and as they apply to RF-EME exposure.
- I have been trained in on the procedures outlined in AT&T’s RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofView® modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.



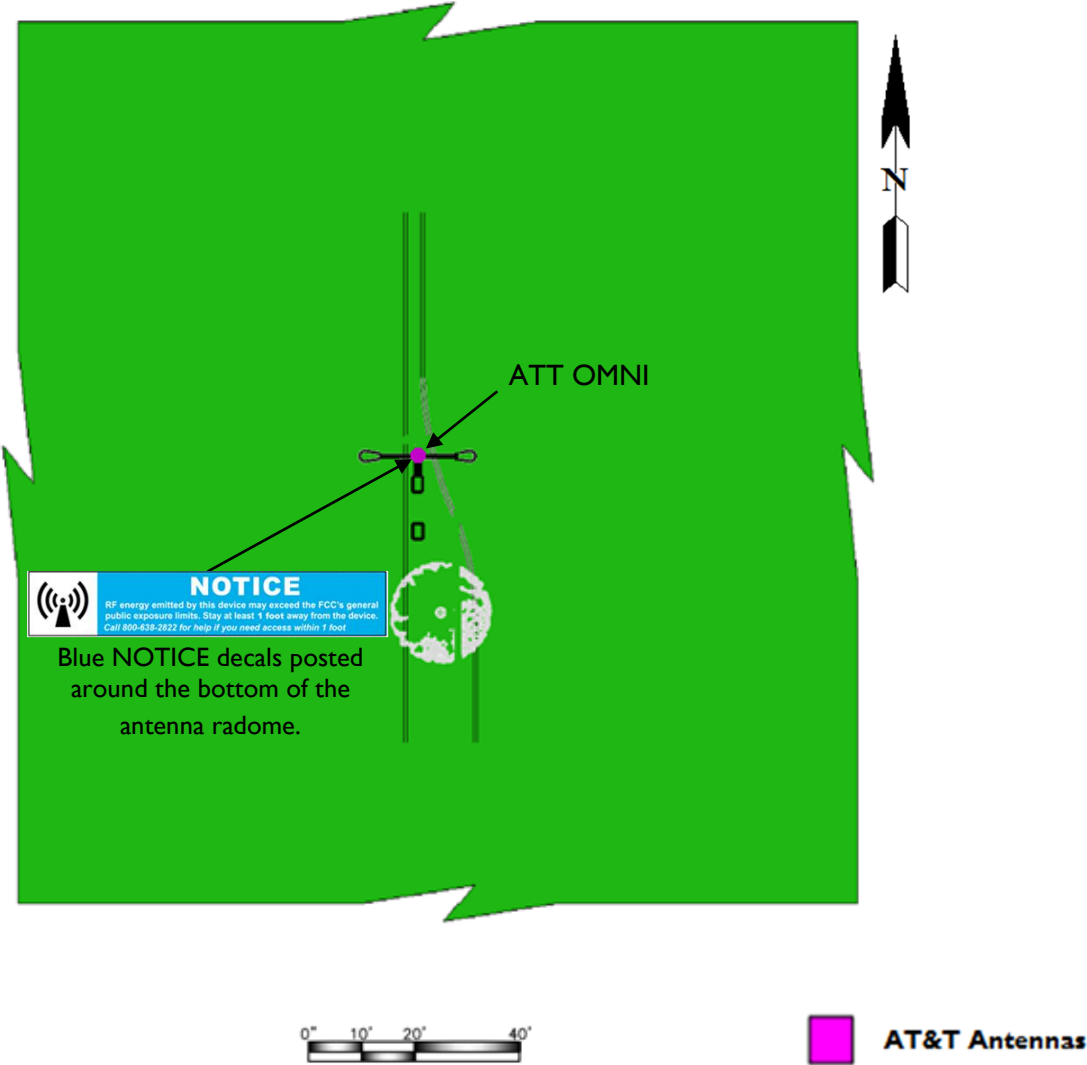
Attachment: Att 4 RF-EME Report (1587 : CUP No. 3-18-4144)

Appendix B

Compliance/Signage Plan

Attachment: Att 4 RF-EME Report (1587 : CUP No. 3-18-4144)

At the nearest walking/working surfaces to the AT&T antennas, the maximum power density generated by the AT&T antennas is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna.

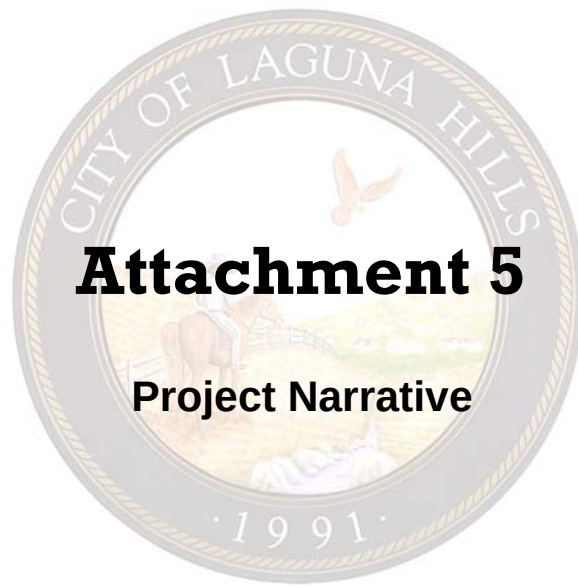


% FCC Public Exposure Limit	
	Exposure Level ≥ 5,000
	500 < Exposure Level ≤ 5,000
	100 < Exposure Level ≤ 500
	Exposure Level ≤ 100

Sign Identification Legend			
	Denotes AT&T Information Sign 1		Denotes AT&T NOTICE Sign
	Denotes AT&T Information Sign 2		Denotes AT&T CAUTION Sign
	Denotes AT&T NOTICE Decal		Denotes AT&T CAUTION Tower Sign
	Denotes AT&T Information Sign 4		Denotes AT&T WARNING Sign

Compliance/Signage Plan
Facility Operator: AT&T Mobility
Site Name: MSVJO 35B
AT&T Site Number: CRAN_RLOS_MSVJO_035
USID Number: 188403
Report Date: 05-08-18

EBI Consulting
environmental | engineering | due diligence



Attachment 5

Project Narrative

**AT&T Mobility
Small Cell Project
Site Name: CRAN_RLOS_MSVJO_035**

Background

AT&T Mobility (AT&T) mission is to connect people with their world everywhere they live, work and play. AT&T delivers advance mobile services, high speed internet and smart solutions for people and business. AT&T is the global leader in Technology, Media and Telecommunications industry and is committed to the development, growth and improvement of communications in the United States. AT&T is a nationwide wireless service provider located throughout the United States and in U.S. territories. Millions of wireless connections take advantage of the company's mobile products and services. AT&T is committed to improve the customer experience of their hand-held devices, portable computing, and connected automobiles. The company's commitment is to have a robust network of cell sites that could bring faster data speeds and voice connectivity.

AT&T Mobility is a Telephone Corporation registered with the California Public Utilities Commission. The CPUC registration number is U 3060 C. As a Telephone Corporation, AT&T has a legal right to access public right of way under Section 7901 of the California Public Utilities Code.

Mobile Wireless Services

Traditional macro sites are the fundamental building blocks needed for the provision of wireless voice services and high-speed mobile internet. AT&T uses high-band and low-band spectrum to provide wireless service. Each spectrum band has different propagation characteristics, which may experience varied noise or signal interference at a given location. To increase the service quality and reduce noise and interference to the customer, AT&T uses multiple layers of its licensed spectrum to bring its facilities closer to the end user. Signal interference created by environmental clutter or noise from surrounding sources, degrades the signal quality in a manner that affects data rates, service quality, and ultimately coverage. Placing facilities closer to the end user creates smaller coverage cells that produce faster data rates and produces a more efficient use of the limited spectrum.

Adding macro sites has been the typical design solution to increase coverage, capacity and to off-load existing cell sites in the network. This design alternative consists of multiple antennas mounted to a large support structure and a base station of several radio cabinets. The topography of a given area, dense concentration of buildings, the lack of available real estate, the high construction costs and other environmental factors has made it more difficult to bring wireless services closer to the end user in order to reduce weak signals and noise interference, and to increase the data rates which support existing and future demands for optimal user experience of mobile devices.

AT&T solution to increase the densification of wireless signals and coverage capacity of its network in any given geographical area is the implementation of small cells within the public rights of way. Small cells are lightweight and low power antenna solutions designed to cover a radius of up to 1,500 feet. The typical configuration is a single omni directional antenna or a set of small antennas mounted to existing right-of-way infrastructure, including utility poles, replacement streetlights or other infrastructure. Remote radios are also used with the omni-directional antenna to connect the small cell to nearby macro locations or head-end stations via fiber connections. Small cell installations are non-intrusive to the local community and can easily blend-in with the natural urban or suburban landscape.

Project Description

AT&T engineers have identified several locations in Laguna Hills that require stronger signal densification in order to increase throughput rates and to meet the existing and future demands. These locations are shown on the enclosed Small Cell Network map, which includes approximate coverage for each location shown in red circles. Additional areas may be identified in the future as the engineers continue to monitor the network service quality and capacity.

The subject project is located on the median of Paseo De Valencia, near the intersection of Calle De La Louisa. AT&T proposes to replace an existing concrete style street light with a similar pole that will serve as a support structure for an omni-directional antenna and associated radios, while also still serving as a typical streetlight. AT&T has an approved Southern California Edison design for replacement of its streetlights that substantially reduces visual impacts of a typical cell site installation. This solution will provide the needed signal densification to this area for optimal customer experience, while blending with the existing street landscape.

The project scope will consist of the following:

- Removal and replacement of a streetlight by SCE.
- Installation of a single omni-directional antenna.
- Installation of four remote radio units and raycap disconnect switch within a shroud.
- Installation of power and fiber hand holes.

This proposal is the least intrusive design proposed by AT&T for small cells in right-of-way location. All portions of the antenna, radios, disconnect device will be fully screen within a cylindrical shroud. The overall antenna system will be painted a gray color to match. Plans depicting the replaced street light pole location, height and style with the new wireless antenna installation are attached. Photo simulations that show the final antenna and pole installation are also attached for city staff's review.

Conformance with FCC Regulations

The proposed low powered antenna installation attached to a replaced SCE streetlight will comply with FCC standards and regulations. A Radio Frequency report was prepared for the proposed installation and is attached for staff's review.

Construction and Maintenance

Construction of the proposed project will take approximately 30-days. All construction will be done in a manner that minimizes impact to residents and business in the area. Existing underground or overhead power and fiber connections will be used with minimal trenching. Directional boring will be used when deemed appropriate for each specific location.

Maintenance of the subject facility is minimal. The majority of the monitoring is done from AT&T's switching offices. If needed, a site visit to change any radio equipment will be coordinated with the existing utility providers and city.

Project Code Compliance

The subject project complies with the City of Laguna Hills Wireless Communications Facilities Ordinance Chapter 9-58 in the following ways:

1. The proposed wireless facility is a small cell installation to be installed on a replaced SCE streetlight in the public right-of-way.
2. The project is allowed subject to the city's approval of a Conditional Use Permit and Encroachment Permit. The proposed installation will not interfere with the use of the existing right-of-way. No ground mounted equipment is proposed.
3. The proposed facility is a low powered antenna designed to work in conjunction with other small cell sites in the area and to off-load capacity from an existing macro facility. The installation will comply with applicable regulations of the Federal Communications Commission as demonstrated in the enclosed RF study.
4. As stated in the project description, the purpose for the deployment of small cells is to increase the signal quality and capacity to the identified commercial development in this portion of Laguna Hills. As such, implementation of the small cell project will reduce a data signal gap that currently existing at this location.
5. The applicant will conform to all City of Laguna Hills requirements.

Site Preferred Location and Alternative Analysis

As noted above, the purpose for the proposed small cell installation on the SCE pole located on Paseo De Valencia is to provide the needed coverage and signal densification

as shown on the coverage maps. There are no preferred locations that would satisfy the coverage objectives. Therefore, no alternative analysis is being provided for this type and scale antenna installation within the public right-of-way. Alternatives to this proposal would generally include building additional towers in the general area, which would create a greater visual impact to the community.

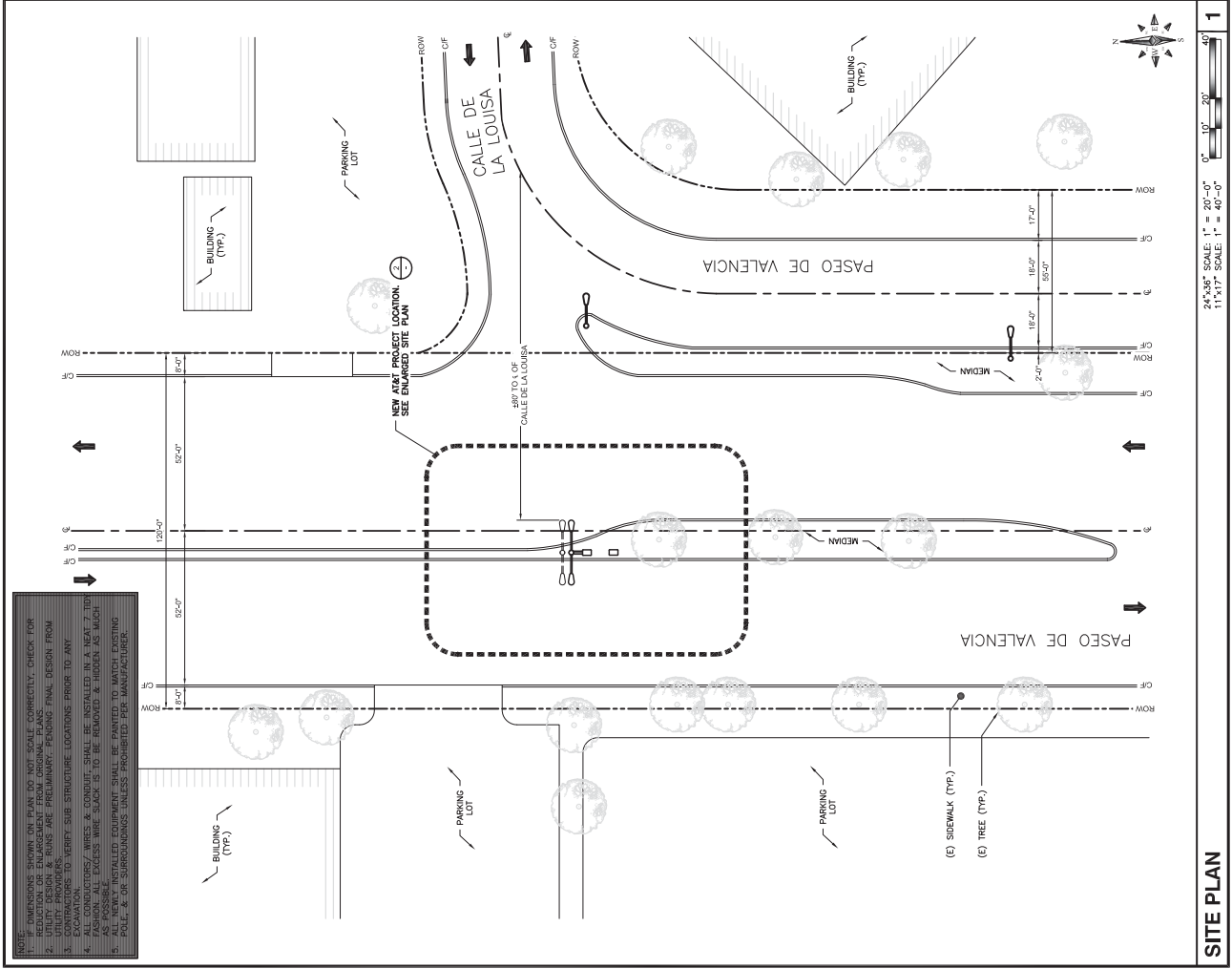


Attachment 6

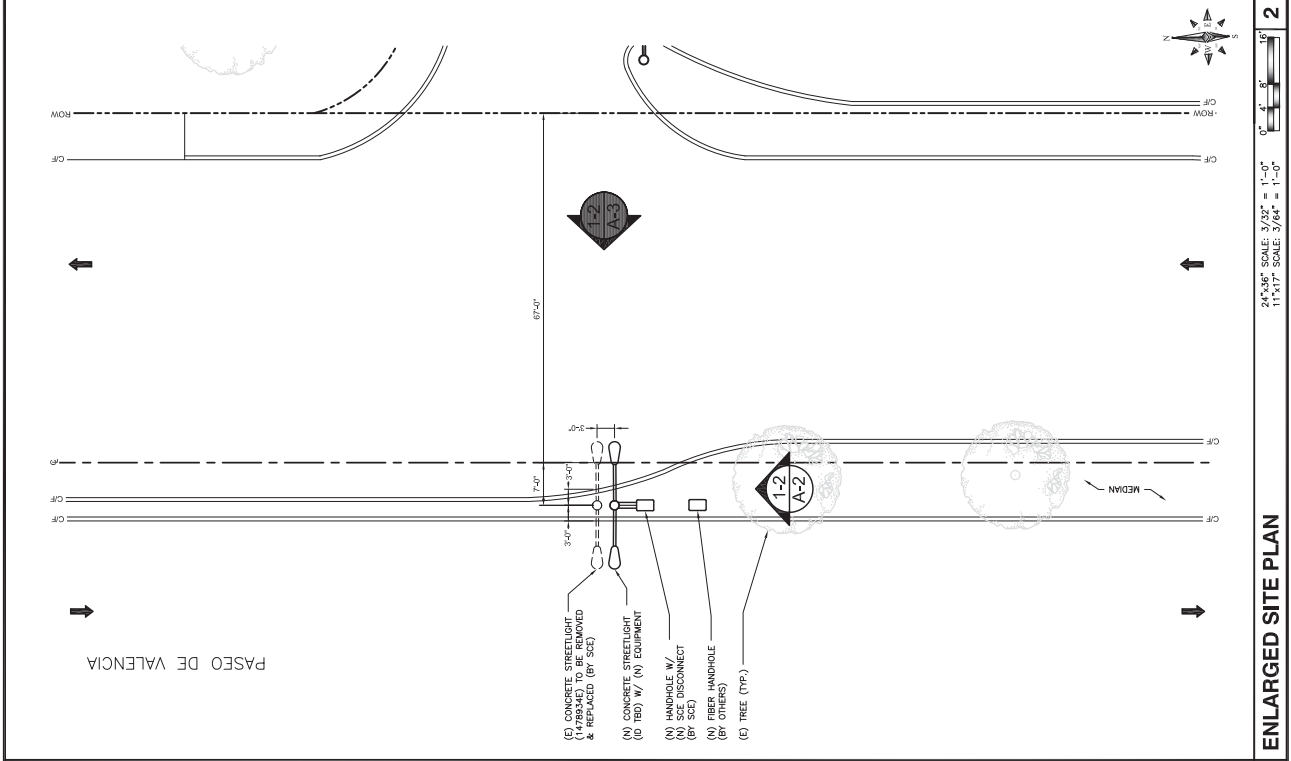
Plans

Attachment: Att 6 Plans (1587 : CUP No. 3-18-4144)

NOTE: 1. IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR DIMENSIONAL ACCURACY. 2. UTILITY DESIGN, EXCEPT FOR MANHOLE, SHALL BE BASED ON FINAL DESIGN FROM UTILITY PROVIDERS. 3. EXCAVATION. 4. ALL CONDUCTORS/ WIRES & CONDUIT SHALL BE INSTALLED IN A NEAT 7' TYP. 5. AS POSSIBLE, UTILITIES SHALL BE REMOVED & REINSTALLED IN THE SAME LOCATION. 6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM 18" OF GRANULAR FILL. 7. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM 18" OF GRANULAR FILL. 8. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM 18" OF GRANULAR FILL. 9. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM 18" OF GRANULAR FILL. 10. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM 18" OF GRANULAR FILL.



SITE PLAN



ENLARGED SITE PLAN

330 COMMERCE STE. 200
IRVINE, CA 92602

1807 CALLE DE LA LOUISA
SAN CLEMENTE CA 95070 (951) 841-1804

DRAWN BY: []
CHECKED BY: []

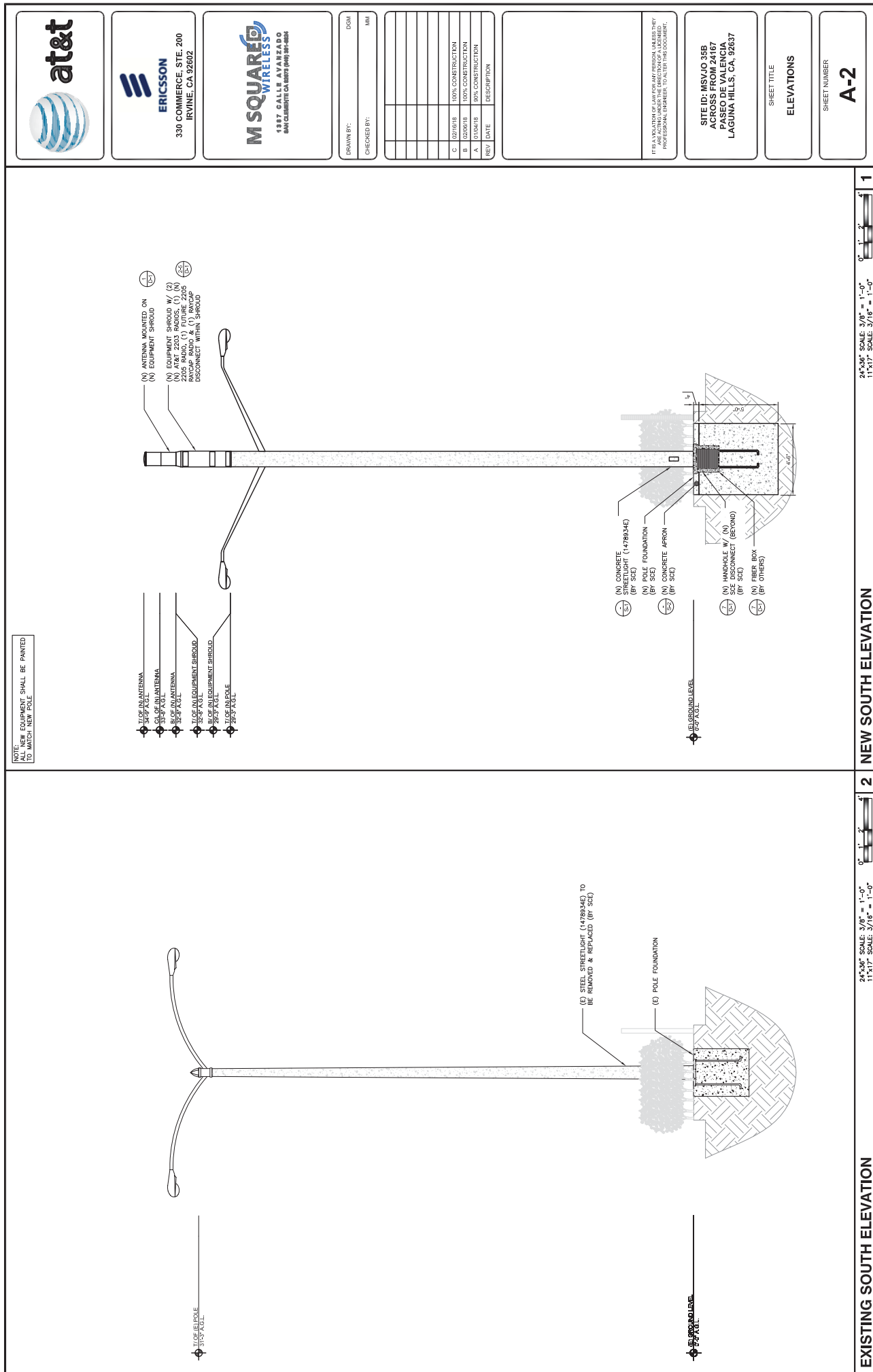
REV	DATE	DESCRIPTION
C	02/16/18	100% CONSTRUCTION
B	02/09/18	100% CONSTRUCTION
A	01/04/18	80% CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJ0358
ADDRESS: 1807 CALLE DE LA LOUISA
PASO DE VALENCIA
LAGUNA HILLS, CA 92637

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1





330 COMMERCE STE. 200
IRVINE, CA 92602



1887 SALLIE AVENUE
SAN CLEMENTE, CA 92673 (949) 897-1884

DRAWN BY: DGM
CHECKED BY: MHI

REV	DATE	DESCRIPTION
C	02/16/18	100% CONSTRUCTION
B	02/06/18	100% CONSTRUCTION
A	01/04/18	90% CONSTRUCTION

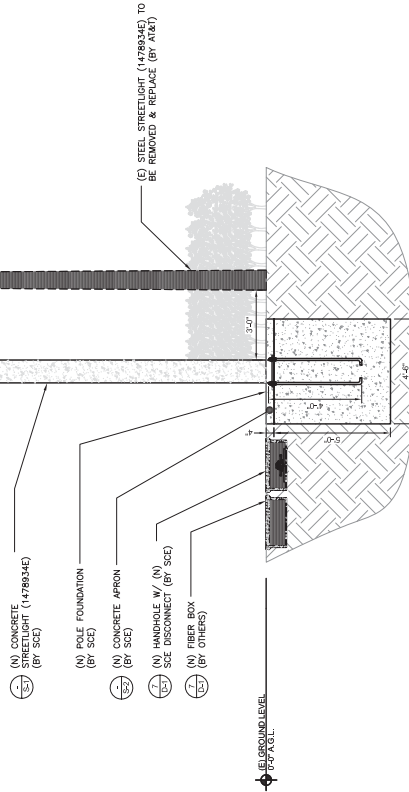
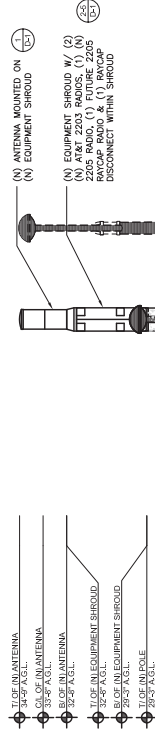
IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY
ARE A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

SITE ID: MSVJ0358
ADDRESS: 1887 SALLIE AVENUE
LAGUNA HILLS, CA 92637

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3

NOTE:
ALL NEW EQUIPMENT SHALL BE PAINTED
TO MATCH NEW POLE

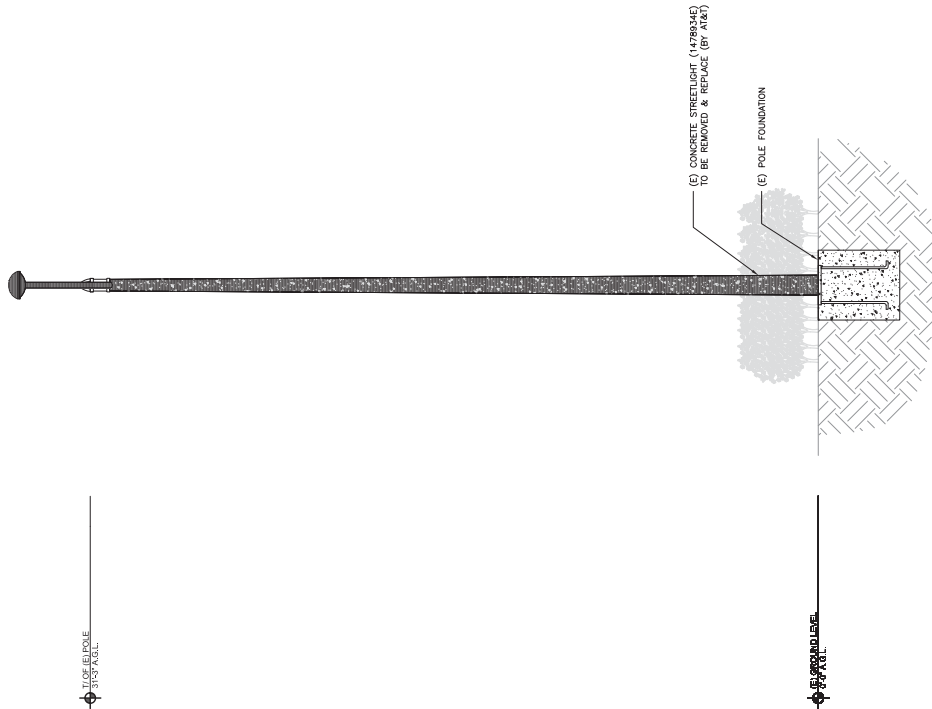


24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

EXISTING EAST ELEVATION

1



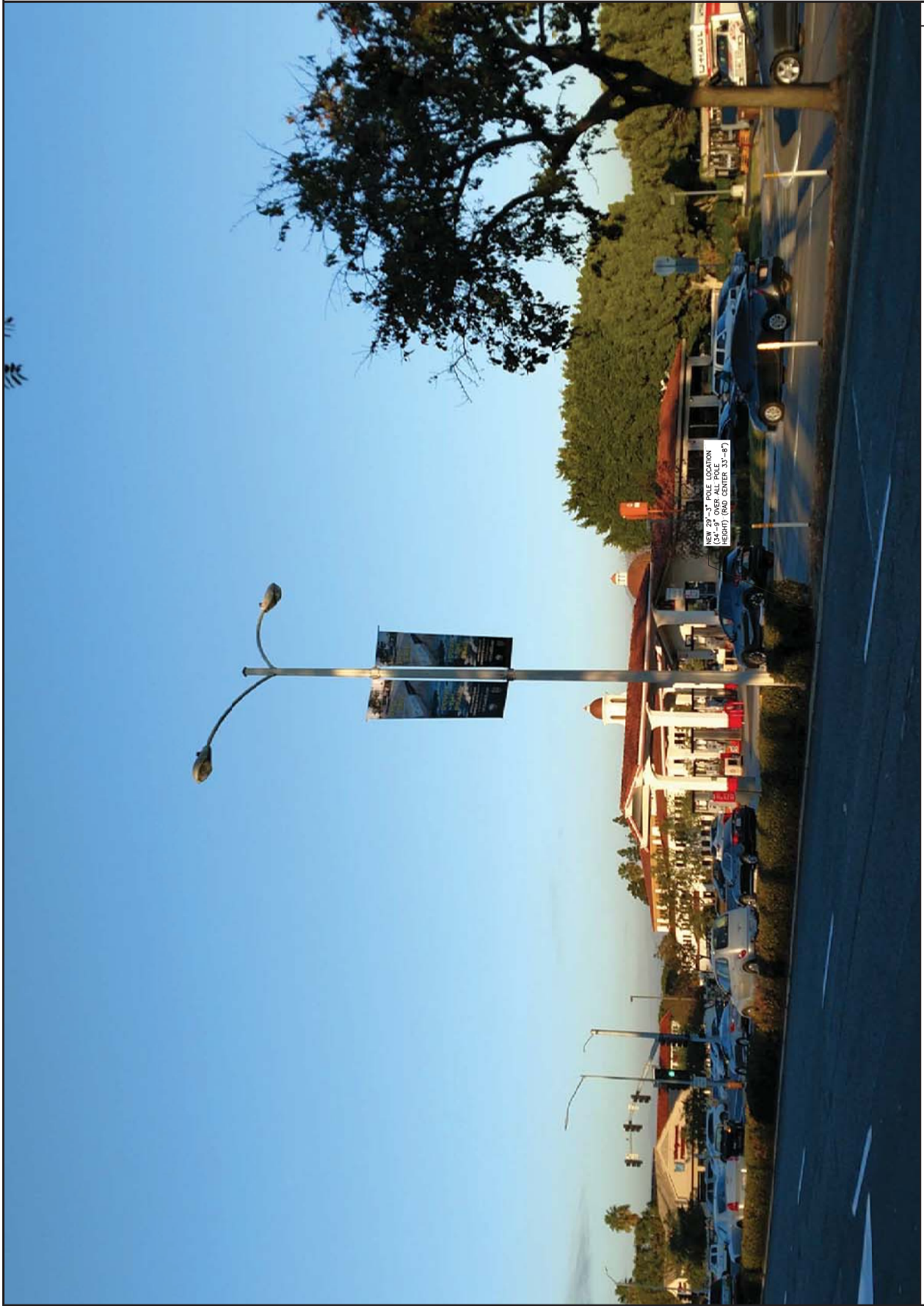
24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

EXISTING EAST ELEVATION

2





PROPOSED SITE LOCATION LOOKING NORTHWEST

1



ERICSSON
330 COMMERCE STE. 200
IRVINE, CA 92602

MSQUARE WIRELESS
1807 CALLE ARROYO
SAN CLEMENTE CA 95070 (949) 491-4804

DRAWN BY: DOM
CHECKED BY: MM

REV	DATE	DESCRIPTION
C	02/16/18	100% CONSTRUCTION
B	02/06/18	100% CONSTRUCTION
A	01/04/18	90% CONSTRUCTION

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SITE ID: MSVJ0358
ADDRESS: PASO DE VALENCIA
LAGUNA HILLS, CA 92653

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3



ERICSSON
330 COMMERCE STE. 200
IRVINE, CA 92602



1800 FALLEN LEAF
SAN CLEMENTE, CA 95073 (951) 491-1804

DRAWN BY: DOM

CHECKED BY: MH

REV	DATE	DESCRIPTION
C	02/09/18	100% CONSTRUCTION
B	02/09/18	100% CONSTRUCTION
A	01/04/18	90% CONSTRUCTION
REV	DATE	DESCRIPTION

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SHEET NO. MSV030358
PROJECT NO. 17-0003
PASO DE VALENCIA
LAGUNA HILLS, CA 92657

SHEET TITLE

POLE DETAILS

SHEET NUMBER

S-1

REV.	DATE	DESCRIPTION	DRN.	APPR.
A	09/07	REDRAWN, ADDED POLE P/N	A.C.	
B	05/08	UPDATED FOR ORACLE	T.L.	
C	02/10	A/B WERE A30M55, NOW A307	J.C.	
D	06/15	UPDATED TO NEW DWG. STDS.	L.P.	

T" LEVEL CONFIG CODES			T" LEVEL CONFIG CODES		
OPTION CLASS	ENTRY	INFO.	OPTION CLASS	ENTRY	INFO.
COATING	S		MIX	B1	
HH COVER	65546E		FINISH	5	
DOOR SCRS	SCE		BASEPLATE	63250E	
DRILL IN MOD	MOD24		COLLAR	NONE	
			POLE TOP CON.	MOD98	
			CAST-IN MOD	MOD5X300	

300MM NON-TAPERED BASE PLATE ROUND POLE

POLE DESIGNATION	POLE HEIGHT ABOVE GRADE	OVERALL LENGTH	BOLT CIRCLE	BASE O.D.	ULTIMATE G.L. MOMENT WEIGHT (ft.-lbs.)	POLE WEIGHT (lbs.)
BP300X09	29'-3"	29'-6"	16"	11'-13/16"	65,000	2900

(J) POLES REQUIRED (P/N: BP300X09-16137), EACH WITH 6" WALL BRACKET ELLIPTICAL ARM (P/N: LAEB6A)

- NOTES:
- MIX (6155): SCE BLACK & WHITE, LIGHTLY EXPOSED AGGREGATE FINISH WITH 1/4" MAX. COARSE SAND CONCRETE.
 - ASTM C-150 TYPE III GRAY CEMENT.
 - 1c @ 28 DAYS=7,000 PSI, USING SPUN CYLINDER TEST.
 - 1c @ 28 DAYS=5,000 PSI, USING ASTM C-1089-13 SPECIFICATIONS.
 - POLES MANUFACTURED TO ASTM C-1089-13 SPECIFICATIONS.
 - PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
 - IMPACTED BY VEHICLES OR OTHER OBJECTS, THE POLE SHALL BE REINFORCED BY SPLICING TO EXCEED 6' OFFSET, 3.7 SQ. FT. EPA, 25 LBS.) WITH THE ARM HOLDING A DOWNWARD FACING AREA OR PENDENT LUMINAIRE (NOT TO EXCEED 2.0 SQ. FT. EPA, 50 POUNDS); THE POLE ALSO SUPPORTS (1) ANTENNA SHROUD CENTERED 3" ABOVE THE POLE TOP (NOT TO EXCEED 6.3 SQ. FT. EPA, 225 LBS. MAX) AS DESIGNED PER THE 2013 AASHTO LTB-6 (CRITERIA FOR STREET LIGHTING POLES), (2) 1/2" DIA. GALV. STEEL WIRE AT 3" PERIOD FOR 1/2" DIA. GALV. STEEL WIRE AT 3" PERIOD (3-SECOND GUSTS) & SEISMIC CRITERIA SRS 7.5 & 5.1 PER IBC CONTACT & ADVISE AMERON ENGINEERING IF THE INTENDED VALUES EXCEED THESE VALUES.
 - DUE TO THE NATURE & CHARACTERISTICS OF CONCRETE, SIDE MOUNT SPACING DIMENSIONS CAN ONLY BE TAKEN TO THE NEAREST 1/8 INCH.

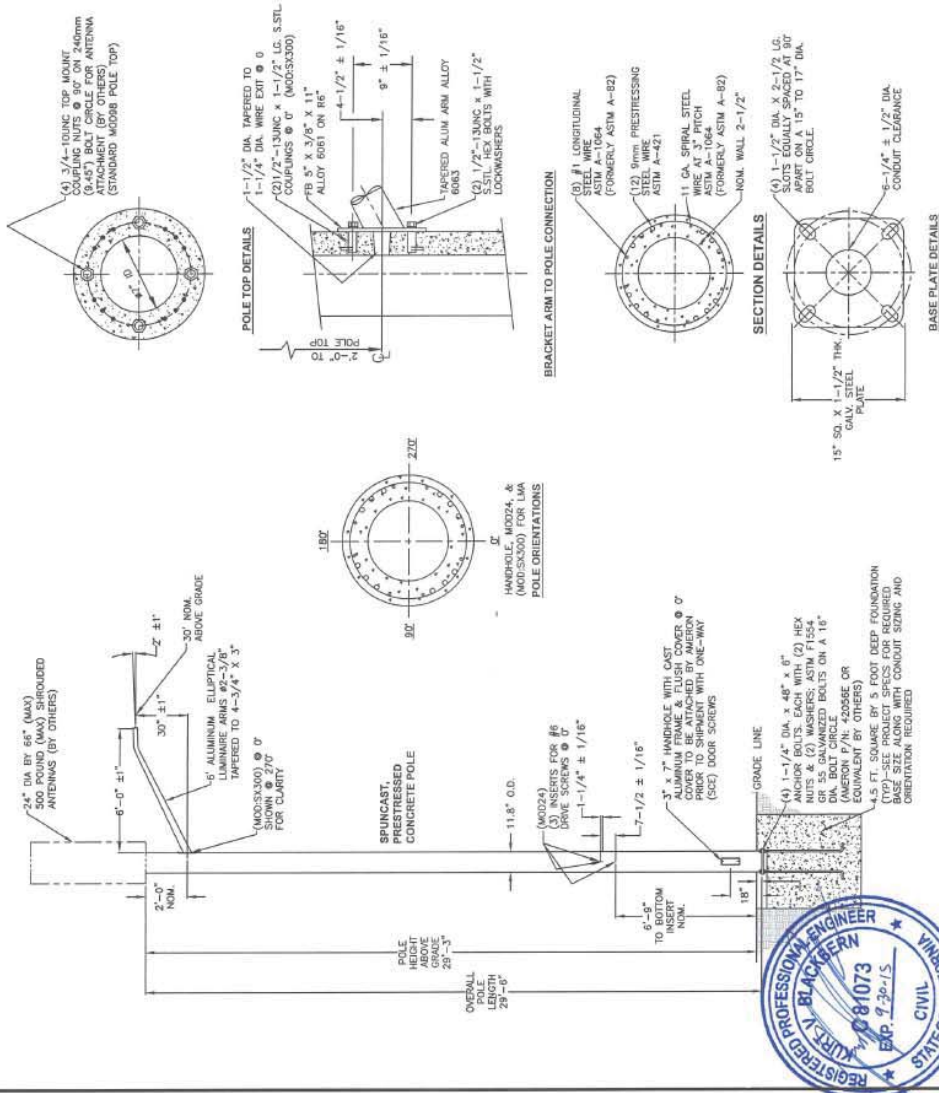
APPROVED BY: DATE

SOUTHERN CALIFORNIA EDISON BP300X09 POLE WITH SINGLE 6' ARM

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO AMERON. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF AMERON.



SCALE:	DWG. NO.	REV
N.T.S.	040-01277	D



CONTRACT NO. 17-0003, PROJECT NO. 17-0003, PASO DE VALENCIA, LAGUNA HILLS, CA 92657. PLEASE CONTACT AMERON ENGINEERING FOR ANY CHANGES TO THE DRAWING.



ERICSSON
330 COMMERCE STE. 200
IRVINE, CA 92602



1800 F. FALLS
SAN CLAYTON, CA 94578 (949) 840-1000

DRAWN BY: DOM
CHECKED BY: MHI

REV	DATE	DESCRIPTION
C	02/16/13	100% CONSTRUCTION
B	02/06/13	100% CONSTRUCTION
A	01/04/13	90% CONSTRUCTION

REV	DATE	DESCRIPTION
C	02/16/13	100% CONSTRUCTION
B	02/06/13	100% CONSTRUCTION
A	01/04/13	90% CONSTRUCTION

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PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJ0338
ADDRESS: 3300
PASO DE VALENCIA
LAGUNA HILLS, CA 92657

SHEET TITLE
POLE FOUNDATION
DETAILS

SHEET NUMBER
S-2



Underground Structures Standards

Scope MC 890.3 Electroliner Foundation Requirements

Table MC 890-1: 70 MPH Wind Zone, Constrained Surface Condition

Soil Type	Fiberglass, Concrete, or Steel				Nostalgic			
	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft
Per UBC ^a	H	D	H	D	H	D	H	D
I. Massive Crystalline Bedrock	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.
II. Sedimentary and Foliated Rock	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
III. Sandy Gravel, Gravel	3'-0"	30" x 30"	2'-6"	30" x 30"	3'-0"	30" x 30"	2'-6"	30" x 30"
IV. Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
V. Clay, Sands, Silty Clay, Silty Clay, Clayey Silt	4'-0"	20" dia.	4'-0"	20" dia.	4'-0"	20" dia.	4'-0"	20" dia.

^a Uniform Building Code — 1991

Note(s):

1. H = Depth of footing
2. D = Diameter of round footing or the side dimension of square footing.

Table MC 890-2: 70 MPH Wind Zone, Non-Constrained Surface Condition

Soil Type	Fiberglass, Concrete, or Steel				Nostalgic			
	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft	23" Shaft
Per UBC ^a	H	D	H	D	H	D	H	D
I. Massive Crystalline Bedrock	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.
II. Sedimentary and Foliated Rock	3'-0"	30" x 30"	2'-6"	30" x 30"	3'-0"	30" x 30"	2'-6"	30" x 30"
III. Sandy Gravel, Gravel	3'-0"	30" x 30"	2'-6"	30" x 30"	3'-0"	30" x 30"	2'-6"	30" x 30"
IV. Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	4'-0"	20" dia.	4'-0"	20" dia.	4'-0"	20" dia.	4'-0"	20" dia.
V. Clay, Sands, Silty Clay, Silty Clay, Clayey Silt	4'-0"	20" dia.	4'-0"	20" dia.	4'-0"	20" dia.	4'-0"	20" dia.

^a Uniform Building Code — 1991

Note(s):

1. H = Depth of footing
2. D = Diameter of round footing or the side dimension of square footing.

Approved by:

Effective Date:

10-26-2012

What's Changed? The acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.

MC 890

Sheet 3 of 4

UGS

► SCE Public ◀

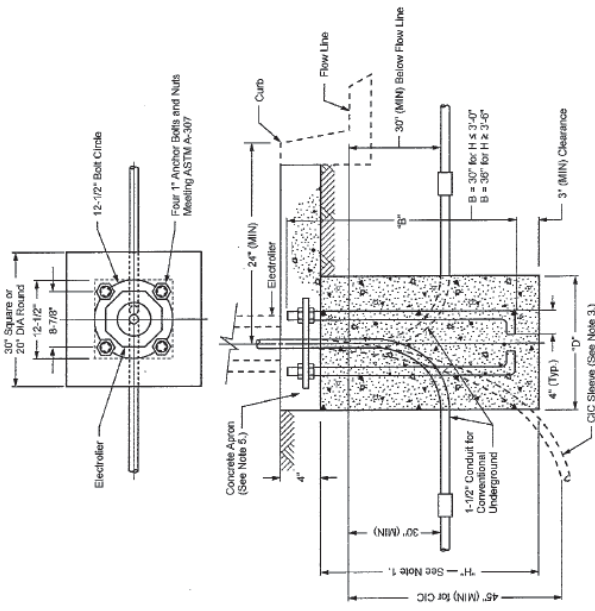


Underground Structures Standards

MC 890 Foundation Detail for Fiberglass Nostalgic, Fiberglass, Steel, or Concrete Electroliners

Scope MC 890.1 Electroliner Foundation Detail

Figure MC 890-1: Electroliner Foundation Detail



Note(s):

1. The footing depth will vary depending on the type of soil and wind loading requirements. Consult local government agency for requirements.
2. Foundation shall be installed after conduit or C/C (for Underground Service), curbs, and sidewalks are in place and grades are established.
3. 1-1/2" Plastic C/C Sleeve for UG Concrete Electroliner (tape both ends to prevent debris from entering the sleeve).
4. Concrete to reach a minimum compression strength of 2800 psi in 28 days. See UGS 20.3.
5. Place a minimum size concrete apron of 30" x 30" x 4" thick around the pole at the ground level to provide a constrained surface condition when required. GROUT to be placed after pole is set and plumb.

Approved by:

Effective Date:

10-26-2012

What's Changed? The acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.

MC 890

Sheet 1 of 4

UGS

► SCE Public ◀

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit (CUP) No. 3-18-4145, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 250 Feet Northerly of Calle De La Magdalena.

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4145; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4145, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 250 feet northerly of Calle de la Magdalena."

SUMMARY:

Conditional Use Permit (CUP) No. 3-18-4145 is a request by Ericsson Inc., on behalf of AT&T (the "Applicant"), to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 250 feet northerly of Calle de la Magdalena. The project will consist of one panel antenna and other small equipment such as radio units mounted at the top of a new SCE streetlight standard, which will replace an existing streetlight, as well as ground-mounted equipment within a small underground vault beneath the median.

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As described in more detail in the report below, the Zoning Code encourages placing telecommunication antennas on existing support structures in lieu of building a new monopole. While the streetlight standard and fixture to be used in this installation are new, it replaces an existing streetlight standard in roughly the same location. All additional ground-mounted equipment will be located within a small subterranean vault under the median. There are no concerns regarding exposure to radio waves transmitted by the antenna since all equipment is required to operate within acceptable levels mandated by the federal government. The Applicant has documented coverage gaps in the area, so if the project is approved, the City of Laguna Hills would benefit by enhancing the existing coverage area for the area surrounding this site. Staff has included standard conditions of approval that will ensure that the small cell communication facility will be a positive addition to the area and not a detriment to the surrounding properties as a result of the use.

Staff has reviewed the Development Code (“Code”) requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare.

AUTHORITY:

The authority of cities to regulate the placement of wireless telecommunication facilities within the public right-of-way is limited by applicable state and federal law; however, a city may exercise reasonable control as to the time, place, and manner of construction within the public right-of-way, may impose aesthetic requirements on proposed facilities, and may require a conditional use permit (LHMC Chapter 9-58) as well as an encroachment permit (LHMC Chapter 12-12). Pursuant to Chapter 9-24 of the Development Code (VC Village Commercial District, where the project is located) and the list of permitted and conditionally permitted uses found in Table 1 of the Urban Village Specific Plan (UVSP), communication facilities are allowed in the VC district and are subject to various regulations and criteria found in Chapter 9-58 of the Development Code. Chapter 9-58 (Communications Facilities) addresses the zoning review process, facility design, siting, and operational requirements for communication facilities. The design criteria used to determine approval for communication facilities in the Code is primarily based on a preference for utilizing existing structures and the aesthetic quality and screening of the proposed facilities. These criteria ensure that facilities are constructed in a manner that maintains the aesthetic integrity of both residential and nonresidential districts in the City.

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Historically, the types of cell sites the City has reviewed and approved are what is known in the industry as “macro sites.” Macro sites typically consist of several (6-12 is common) cell antennas mounted in a roof-area of a multi-story building, on existing tall towers (such as the SCE transmission towers in the area), or as a “monoeucalyptus” or “monopine” (monopoles designed to look like a eucalyptus tree or pine tree, respectively). These facilities typically also have a large ground equipment enclosure containing several equipment cabinets and sometimes generators or other supporting equipment. However, with the increased demand for data service and internet speed (as opposed to just voice calls), cell service providers have been making the switch to “small cells” or “distributed antenna systems” (DAS). The cell service providers report that these smaller cell sites in conjunction with the traditional macro sites help to bring wireless service closer to the end user, producing stronger signals and faster data speeds. Because of their small footprint (typically just one antenna and a small amount of other equipment), these small cell sites are often located in the public right-of-way, on streetlights and traffic signals. In the case of the subject application, AT&T has identified a streetlight pole in the public right-of-way that would meet the network need for signal densification in this area.

Staff has verified that no Planning Agency member’s property/residence is within a 500’ radius of the project location; therefore there is no concern related to conflict of interest based upon proximity of Agency members’ properties/residences to the project location.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, design, location, and operation of the proposed wireless communications facility:

Project Location and Setting

The proposed location is in the public right-of-way in the center median of Paseo de Valencia, approximately 250 feet northerly of Calle de la Magdalena. The proposed small cell communication facility will utilize a SCE streetlight standard. A new streetlight standard and fixture will be constructed as a part of the project to better accommodate the communications equipment, and will replace an existing streetlight in roughly the same location. The project site is located in the Village Commercial (VC) district and is in the immediate vicinity of a number of office buildings and commercial shopping centers. The nearest office building is approximately 170 feet away. The proposed project is also located approximately 80 feet from the nearest residential structure in the City of Laguna Woods. However, the streetlight will not be readily visible from the residential area due to dense tree planting between the residential properties and Paseo de

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Valencia. Streetlights are a typical occurrence in both commercial and residential areas and are not a visually dominant feature of typical urban or suburban streetscapes.

Project Design

Prior to submittal of the CUP application for the project, the Public Services Department reviewed the project design to ensure their requirements were incorporated into the project. The proposed small cell communication facility consists of one omni-directional antenna (2' tall) and other pole mounted equipment such as radio units mounted on the top of a replacement SCE streetlight. The overall height of the installation will increase the apparent height of the standard from 31' to 34'9", an increase in overall height of 3'9". The antenna and other pole-mounted equipment will be located at the top of the standard, shrouded to appear as the rest of the standard with a maximum height of 34'9". While the shroud covering the antenna and other equipment will be visible, it is within the maximum height limit for the zone and is consistent in character and similar in height to other streetlights and traffic light poles. Other ground-mounted equipment will be within a small subterranean vault under the median, resulting in no visual impact on the streetscape. **Attachment 2** shows the existing condition and how the new streetlight (with the proposed small cell site) will appear.

Pursuant to Section 9-58.040(E), antenna height shall conform to the height limit of the zoning district or as otherwise approved through a Conditional Use Permit. The proposed antenna height of 34'9" is below the VC district maximum building height of 75 feet. Furthermore the proposal meets the design requirements of Section 9-58.050 by screening, to the extent feasible all antennas and equipment, using the smallest and least visible antennas possible to accomplish coverage objectives, placing ground equipment underground, and utilizing existing structures (in this case, a streetlight) instead of constructing new facilities for the sole purpose of accommodating the communications facility (such as a monopole).

Antenna Siting Analysis

Coverage maps provided by the Applicant indicate a large area where data speeds are poor. This area is depicted in **Attachment 3** (the subject site is identified as "M_Viejo_37" in Attachment 3). The area that would be affected by the proposed installation is a small radius around the proposed site, as depicted in **Attachment 3**, which is comprised of office and commercial buildings occupied by a number of businesses, as well as residential areas off of Calle Aragon in the City of Laguna Woods. The materials submitted by the Applicant for this project indicates that small cells such as the proposed can cover a radius of up to 1,500 feet.

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Health and Safety

The health risks associated with the public's exposure to radio frequency (RF) energy has been an area of public debate with the increase in the public's use of mobile devices and the proliferation of mobile technology and its supporting infrastructure such as wireless antennas. The following information was taken from the Federal Communication Commission's (FCC) website:

(<https://www.fcc.gov/guides/human-exposure-rf-fields-guidelines-cellular-and-pcs-sites>):

"In 1996, the FCC adopted updated guidelines for evaluating human exposure to RF fields from fixed transmitting antennas such as those used for cellular and PCS cell sites. The FCC's guidelines are identical to those recommended by the National Council on Radiation Protection and Measurements (NCRP), a non-profit corporation chartered by Congress to develop information and recommendations concerning radiation protection. The FCC's guidelines also resemble the 1992 guidelines recommended by the Institute of Electrical and Electronics Engineers (IEEE), a non-profit technical and professional engineering society, and endorsed by the American National Standards Institute (ANSI), a nonprofit, privately-funded membership organization that coordinates development of voluntary national standards in the United States.

In the case of cellular and PCS cell site transmitters, the FCC's RF exposure guidelines recommend a maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. This limit is many times greater than RF levels typically found near the base of cellular or PCS cell site towers or in the vicinity of other, lower-powered cell site transmitters. Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that, in order to be exposed to RF levels near the FCC's guidelines, an individual would essentially have to remain in the main transmitting beam and within a few feet of the antenna for several minutes or longer. Thus, the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote."

To indicate the site's compliance with FCC guidelines concerning the public's exposure to RF levels generated by this site, the Applicant has submitted a "Radio Frequency - Electromagnetic Energy (RF-EME) Compliance Report," dated March 8, 2018, analyzing the proposed antenna's RF-EME emissions. The report indicates that the general

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population will not be exposed to RF energy levels in excess of limits recommended by the FCC. Section 5.0 of **Attachment 4** discusses the findings of the report.

The height of the antenna in the proposed installation is approximately 34 feet above the street below and is located approximately 80 horizontal feet from the nearest building. As noted in the RF-EME report, exposures to EME at these locations is less than 1% of the FCC-established maximum safe exposure for the general public. EME dissipates rapidly with increased distance from omni-directional antennas such as the one proposed.

The Federal Telecommunications Act (FTA) prohibits the Planning Agency from denying or regulating the placement and construction of wireless communication facilities (WCF) on the basis of environmental effects of radio frequency and/or electromagnetic energy, to the extent that such facilities comply with FCC regulations concerning acceptable frequency emissions. Pursuant to federal law, the Planning Agency cannot consider RF-EME emissions to the extent that they do not exceed the parameters set by the FCC. Relying on potential health effects as a basis for denial or local regulation through the City's land use and planning process is impermissible under the FTA. (Section 332 of the Federal Telecommunications Act (47 USC Sect. 152 *et seq.*)).

The Federal Telecommunications Act provides, in relevant part, as follows:

“No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.”

While the Applicant has submitted the RF-EME compliance report that models expected RF-EME emissions, a condition of approval has been included (Condition 15) that requires the Applicant to submit a post-installation report that demonstrates that actual operations of the facility are within FCC limitations for safe RF-EME exposure.

The Federal Communications Commission (FCC) “Shot Clock Rule”

Federal Regulations adopted in 2009 and amended in 2014 designate specific time periods under which local agencies must review applications for WCFs. For this application, which is a new stand-alone facility, the City must process the Applicant's request for a CUP within 150 days from the date of application; however, time tolls following a determination by the City that the application is incomplete (i.e. missing necessary, required information) within 30 days from initial submittal and resumes upon resubmittal by the Applicant. The date of application for this CUP was March 28, 2018. The application was deemed incomplete in a letter dated April 26, 2018. The Applicant

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re-submitted the requested missing information on May 8, 2018, and staff subsequently determined that the application was complete on May 10, 2018. Therefore, for this application, the Planning Agency must take action on this application by September 6, 2018. Failure to take action by this date could result in the Applicant commencing legal action against the City, potentially resulting in the project being deemed approved.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the new small cell communication facility. The increase in height of the streetlight due to the antenna will not substantially change the appearance of the streetlight nor affect the character of the surrounding area. The ground-mounted equipment will be placed in a small subterranean vault, eliminating any impacts due to the ground equipment. The proposed installation is the alternative that meets the Applicant's objective of filling coverage gaps in AT&T's wireless service network with the least visual impact. Furthermore the proposed installation will not be detrimental to the public health, safety, or welfare.

PUBLIC COMMENT:

A total of seventy-seven (77) public hearing notices were mailed, including all property owners within a 300-foot radius of the proposed small cell installation. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

This project is exempt from CEQA under the Class 3 New Construction or Conversion of Small Structures categorical exemption set forth in CEQA Guidelines Section 15303. The Class 3 exemption applies to the "construction and location of limited numbers of new, small facilities or structures" and the "installation of small new equipment and facilities in small structures." The Class 3 exemption applies to the installation of wireless telecommunications equipment at multiple locations. (See *Aptos Residents Association v. County of Santa Cruz* (2018) 20 Cal.App.5th 1039 [finding the proposed installation of 13 microcell transmitters at different locations each consisting of an antenna mounted on an extender pole with related pole-mounted equipment to be exempt under the Class 3 exemption]; *Robinson v. City and County of San Francisco* (2012) 208 Cal.App.4th 950 [finding a series of approximately 40 proposed wireless telecommunications equipment installations to be fastened to utility poles throughout the City to be exempt under the Class 3 exemption]; *San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012 [finding the installation of 726 metal utility boxes

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Page 8

housing telecommunications equipment on city sidewalks to be exempt under the Class 3 exemption].)

Here, the proposed project consists of the installation of four cellular communication equipment sites which will each include the placement of an antenna along with pole-mounted equipment located within an equipment shroud on top of a replacement Southern California Edison streetlight standard. Each antenna is approximately two feet in height and each equipment shroud is approximately three and a half feet in height. The antenna and equipment shroud will increase the overall height of each streetlight by four feet and three inches. Each site will also include the installation of ground-mounted equipment within a small subterranean vault beneath the sidewalk near each streetlight. The project will include the installation of a new Southern California Edison streetlight standard at each site to replace the existing streetlights in roughly the same location. Each site thus consists of the “construction and location of limited numbers of new, small facilities or structures” or the “installation of small new equipment and facilities in small structures” within the meaning of the Class 3 New Construction or Conversion of Small Structures exemption. The proposed installation of the four cellular communication sites are therefore exempt from CEQA pursuant to the Class 3 categorical exemption. (See *Aptos Residents Association, supra*, 20 Cal.App.5th at 1047; and *Robinson, supra*, 208 Cal.App.4th at 956.)

ATTACHMENTS:

- Att 1 Resolution of Approval
- Att 2 Photo sims
- Att 3 Propagation maps
- Att 4 RF-EME Report
- Att 5 Project narrative
- Att 6 Plans



Attachment 1

Resolution of Approval

RESOLUTION NO. PA2018-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-18-4145, A REQUEST BY ERICSSON INC., ON BEHALF OF AT&T, TO CONSTRUCT AND OPERATE A NEW SMALL CELL COMMUNICATION FACILITY CONSTRUCTED ON A SOUTHERN CALIFORNIA EDISON STREETLIGHT STANDARD IN THE PUBLIC RIGHT-OF-WAY LOCATED IN THE CENTER MEDIAN OF PASEO DE VALENCIA APPROXIMATELY 250 FEET NORTHERLY OF CALLE DE LA MAGDALENA

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

WHEREAS, Ericsson Inc., on behalf of AT&T ("the Applicant"), has filed an application for Conditional Use Permit No. 3-18-4145 to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 250 feet northerly of Calle de la Magdalena; and

WHEREAS, Conditional Use Permit No. 3-18-4145 is hereby found to be Categorically Exempt from CEQA pursuant to Section 15303 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures); and

WHEREAS, SCE has given their authorization for the proposed application for construction and operation of a new small cell communication facility on a streetlight standard owned by SCE; 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 12, 2018.

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

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

SECTION 2. That the required findings by the City for approval of Conditional Use Permit No. 3-18-4145 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan establishes goals and policies that encourage communication services to provide services using the best technology

available. Further, the General Plan encourages infill development that is sensitive to existing neighborhoods. The Applicant has shown a need to enhance cellular coverage in the surrounding area and proposes to locate an antenna on a replacement SCE streetlight standard. Small cell sites (micro cells or distributed antenna systems) are lightweight and low-power antenna solutions designed to bring necessary signal to the end user, when used in conjunction with traditional macro sites. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault. The result is an effective boost to AT&T's mobile network in the immediate vicinity, utilizing already existing infrastructure (a streetlight standard), with little to no visual impacts, consistent with the General Plan. The subject application is consistent with the General Plan by providing communication technology to the area and providing the least intrusive solution for placement of the antenna.

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

The small cell communication facility will be located on a new streetlight standard to replace an existing SCE streetlight standard in the public right-of-way in an office/commercial area in the VC district, adjacent to residential buildings in Laguna Woods. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault, resulting in little to no visual impact. The Applicant has provided an RF-EME study which models any potential RF-EME exposure. The study finds that the site will operate within FCC limits for safe exposure. RF energy emissions from small cell sites are significantly lower than in traditional macro sites. Additionally, the use will be conditioned to operate within required FCC parameters pertaining to the transmission of RF energy so as to ensure there is no harmful public exposure.

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 wireless communications facility will be located on a streetlight standard owned by SCE in the public right-of-way. The pole-mounted antenna and equipment will be shrouded at the top, above the light fixture for minimal visual impact. The ground equipment will be located in a small subterranean vault.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed site is within height limitations of the VC district and is located on a streetlight standard within the public right-of-way. A Communication Facility is a permitted use in the zoning district, subject to provisions in Chapter 9-58 of the Zoning Code. Design criteria are included in Chapter 9-58, including encouraging using alternative support structures, placing ground-mounted equipment underground, and screening the facility to the maximum extent feasible. The proposed small cell site accomplishes these requirements by using an SCE streetlight as an alternative structure for an antenna support, concealing otherwise exposed equipment by completely enclosing it within a shroud designed to appear as part of the streetlight at the top of the pole, and placing ground-mounted equipment within an underground vault, providing the maximum screening for the facility possible.

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.

The wireless communications facility has been required to be designed in such a way as to minimize or avoid impacting the surrounding area to ensure compatibility with adjacent uses. The facility will be placed on a SCE streetlight standard and other equipment will be placed in an underground vault. These provisions, are necessary to provide the needed cellular service while ensuring compatibility with surrounding uses. In addition, the following conditions of approval establish additional limitations on the use and operation of the facility in the interest of preserving the public peace, health, safety and welfare:

- *Condition 13 requires the Applicant to remove all equipment in the event the use ceases.*
- *Condition 15 requires the Applicant to provide documentation that the facility is operating within required FCC parameters for EMF and RFR exposure within 90 days of commencement of the use.*
- *Condition 18 requires the Applicant to maintain the facility in a “like new” condition to maintain the aesthetic quality of the improvements.*

6. That there are no reasonable design or location alternatives to the requested use that would have less adverse effects on the surrounding property or be less detrimental to the public health, safety and welfare.

The Applicant has submitted propagation maps indicating that the antenna is needed in order to increase data speeds on the network. Alternatives to this site would be the same type of installation on nearby streetlight standards in the public right-of-way to the same effect as the proposed installation. Another alternative would be to build a new monopole for a macro site somewhere in the vicinity to cover the coverage gaps and needed signal densification. A new monopole would have significantly greater visual impact than several small sites, such as the one proposed. Additionally, other than the minor visual effect of the 5-foot 6-inch shrouded vertical projection at the top of the light standard, the proposal has no adverse effects on the surrounding property, and the proposed installation will not be detrimental to

the public health, safety, or welfare. With regard to effect of RF-EME exposure, the Applicant has provided an RF-EME study demonstrating that the RF energy generated by the proposed site is within established FCC safety guidelines for exposure. When compared to a standard macro site with 12 or more antennas, the amount of RF emissions is significantly less. The Applicant has proposed that the ground equipment be located in an underground vault.

7. That the facility structures and equipment are located, designed and screened to blend with the existing natural environment or built surroundings so as to reduce visual impacts to the extent feasible considering the technological requirements of the proposed telecommunication services and the need to be compatible with the character of the community.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 3'9" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. The proposed design in the least visually impactful way to accomplish the goal of filling a service gap in AT&Ts wireless service, as demonstrated in the propagation maps.

8. That the facility is designed to blend with any existing supporting structures and does not substantially alter the character of the structure or local area.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 3'9" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. As such the proposed design incorporates the installation into the SCE light standard and does not substantially alter the character of the structure or the area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 3-18-4145 subject to the following conditions:

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, Ericsson Inc., AT&T, 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 refer to the Conditional Use Permit, CUP No. 3-18-4145, approved pursuant to this Resolution.
3. Unless the context dictates otherwise, whenever the term “Project” is used in the following Conditions of Approval, it shall refer collectively refer to the plans, studies, and exhibits submitted to the City by the Applicant to depict the improvements to be constructed as part of the Project, as modified by these Conditions of Approval for Conditional Use Permit No. 3-18-4145.
4. This approval constitutes approval of the 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. This Conditional Use Permit may be modified or revoked by the Planning Agency should the Agency determine, after a duly noticed hearing held in compliance with all applicable laws, including without limitation, the Federal Telecommunications Act and FCC rules and regulations, that the proposed use or conditions under which it is being operated or maintained are detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
7. 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.

8. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval of this Permit.
9. 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 exactions imposed on this project through the conditions of approval has begun.
10. 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.
11. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from June 12, 2018.
12. 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 Exemption.
13. The Applicant is required to completely dismantle and remove the wireless communication facility and all of its associated antennas and all equipment and infrastructure established and maintained on the subject property pursuant to this Permit if their use is abandoned, discontinued, or no longer providing service for a period of six months or more.
14. The Applicant shall cooperate with other wireless

communications providers in co-locating additional antennas, equipment or structures within the subject property provided said providers have received all required SCE approvals. The Applicant shall exercise good faith in co-locating with other wireless communications providers and sharing the permitted site, provided such shared use does not give rise to a substantial technical level or quality of service impairment of the permitted use (as opposed to a competitive conflict or financial burden).

15. Within ninety (90) days of commencement of operations of the wireless communications facility, the Applicant shall be required to provide a preliminary report and field report prepared by a qualified licensed civil engineer that shows the operation of the facility is in conformance with all applicable FCC standards and regulations, including, where incorporated by the FCC, the standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). Said report must be mailed or delivered to the City of Laguna Hills, Planning Division at 24035 El Toro Road, Laguna Hills, CA 92653.
16. The proposed wireless communications facility shall comply with all regulations set forth in Chapter 9-58 of the Laguna Hills Municipal Code regarding communication facilities.
17. The Applicant shall ensure equipment shroud is in a color and finish to match the light standard at time of Project completion and is maintained in a matching condition throughout the life of the facility.
18. The Applicant shall maintain all communications facility and antenna elements approved pursuant to this Permit in a "like new" condition and shall promptly repair, replace, or repaint elements as applicable within 90 days upon written notification from the Community Development Director.
19. Prior to any work occurring in the public right-of-way, the Applicant shall apply for and obtain an Encroachment Permit from the Public Services Department.
20. Prior to commencement of work the Applicant shall submit a site-specific traffic control plan, prepared by a Civil/Traffic Engineer, to the City Engineer for review and approval.
21. Prior to Encroachment Permit final, the Applicant shall replace damaged landscape and irrigation to the satisfaction of the City Engineer or reimburse the City for the cost of the same.
22. Prior to Encroachment Permit final, the Applicant shall remove

and replace existing banded traffic control signs from the existing standard to the new standard, if any.

23. Work on the project shall be completed between 9:00 am and 4:00 pm Monday through Saturday.
24. The Applicant shall be responsible for ensuring that all applicable building permits are obtained, as required by Section 105 of the 2016 California Building Code prior to commencement of any work for which a permit is required.
25. 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 California Building Code (construction documents).
26. Prior to the issuance of any building or grading permit, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
27. Applicant shall comply with all general construction Water Quality Ordinances, as required by City of Laguna Hills, Ordinance No. 2003-12.
28. Prior to the issuance of a building permit, the Applicant shall obtain approval from SCE for a separate meter for the improvements, and be responsible for ensuring separate building permits are obtained for the installation of any such meter. The meter shall be installed as required by SCE.
29. Applicant shall comply with all California Energy requirements, as required by the California Energy Commission at the time of document submittal for the purpose of permit issuance.
30. All construction shall comply with 2016 California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Codes, or the code applicable at the time of permit issuance.

PASSED, APPROVED, AND ADOPTED this 12th day of June, 2018.

MELODY CARRUTH, 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.
PA2018-xxx adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Att 1 Resolution of Approval [Revision 1] (1588 : CUP No. 3-18-4145)



Attachment 2

Photo Simulations



**Location
Map**



**Existing Site
Conditions**

CRAN_RLOS_MSVJO_37

24441 Health Center Drive
Laguna Hills, CA 92653



**Proposed Site
Build**



CRAN_RLOS_MSVJO_37

24441 Health Center Drive
Laguna Hills, CA 92653



**Location
Map**



**Proposed Site
Build**



**Existing Site
Conditions**



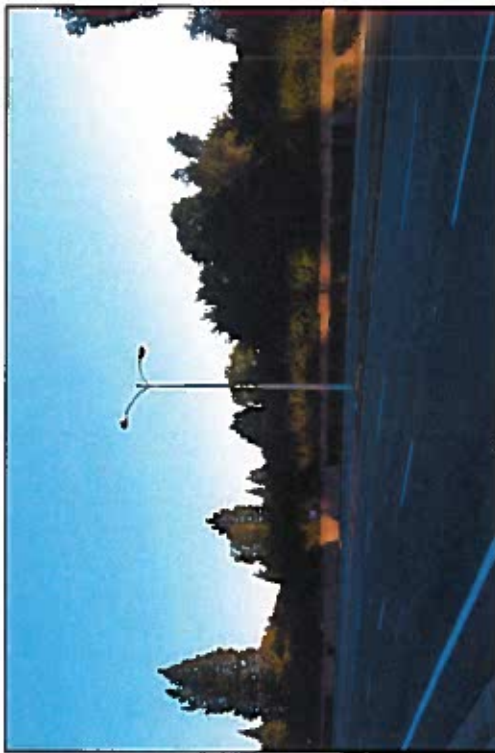
**Location
Map**

CRAN RLOS MSVJO_37

24441 Health Center Drive
Laguna Hills, CA 92653



**Proposed Site
Build**



**Existing Site
Conditions**



Attachment 3

Propagation Maps

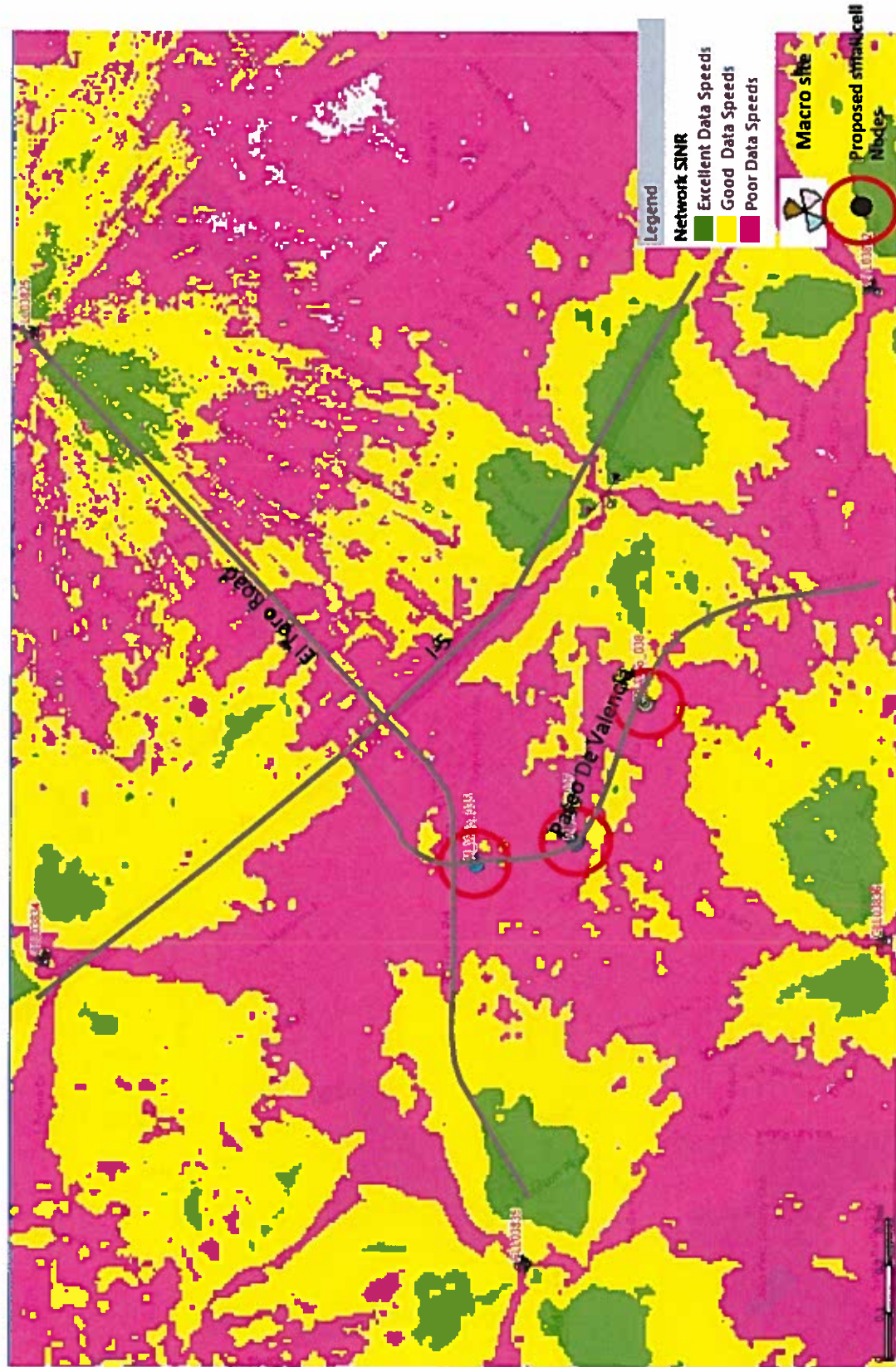
Attachment: Att 3 Propagation maps (1588 : CUP No. 3-18-4145)

CRAN_RLOS_MSVJO_035,037 and 038

Propagation Maps for Node MSVJO_035,037 and 038 FEB, 2018



SINR_Coverage without Small cell

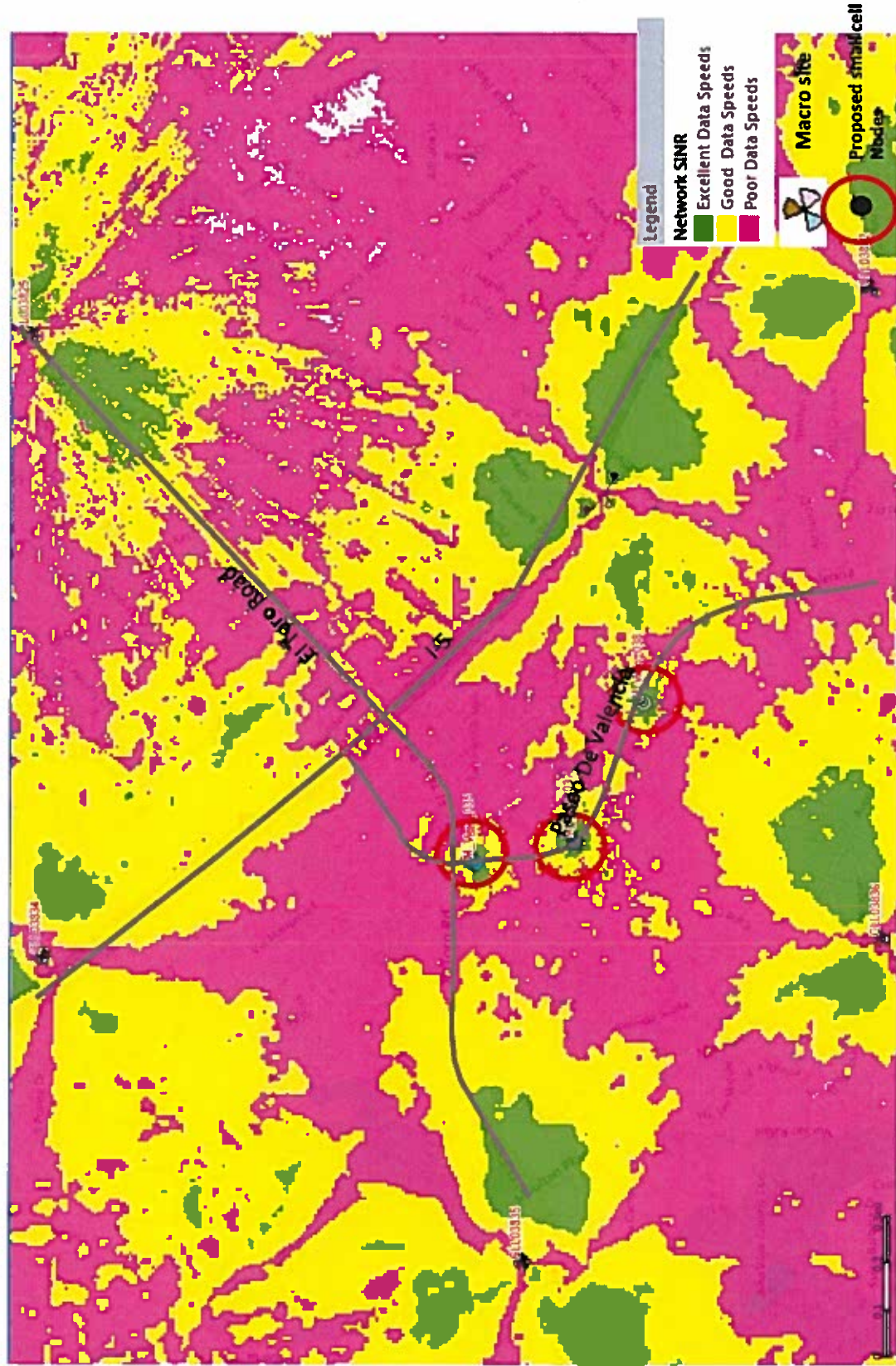


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Attachment: Att 3 Propagation maps (1588 : CUP No. 3-18-4145)



SINR_Coverage with Small cell



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Attachment: Att 3 Propagation maps (1588 : CUP No. 3-18-4145)





Attachment 4

RF-EME Compliance Report

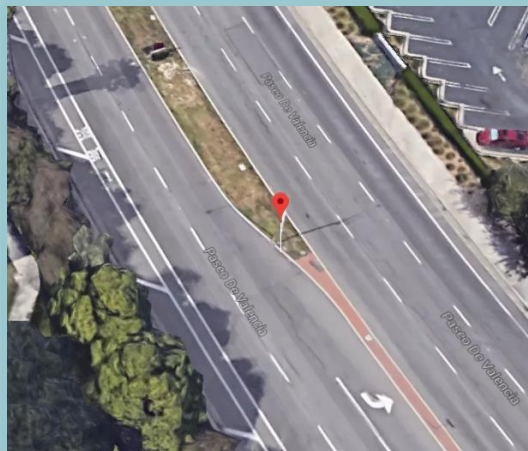
Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

Site No. CRAN_RLOS_MSVJO_037
MRLOS045522
MSVJO 37B

Across from 24441 Health Center Drive
Laguna Hills, California 92653
Orange County
33.608847; -117.712205 NAD83
Light Pole

**The proposed AT&T installation will be in compliance with FCC regulations
upon proper installation of recommended signage.**

EBI Project No. 6218001418
March 8, 2018



Prepared for:

AT&T Mobility, LLC
100 W Alondra Blvd
Gardena, California 90248

Prepared by:



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2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS	5
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APPENDICES

- Appendix A Personnel Certifications**
Appendix B Compliance/Signage Plan

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CRAN_RLOS_MSVJO_037 located at Across from 24441 Health Center Drive in Laguna Hills, California to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 1.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains a detailed summary of the RF EME analysis for the site, including the following:

- Site Plan with antenna locations
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site. There are no modeled exposures at the antenna face that exceed the FCC's occupational and/or general public exposure limits at this site.

As such, the proposed AT&T installation is in compliance with FCC regulations upon proper installation of recommended signage and/or barriers.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014.

- Blue NOTICE decal posted around the bottom of the antenna radome.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. More detailed information concerning site compliance recommendations is presented in Section 4.0 and Appendix B of this report.

I.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

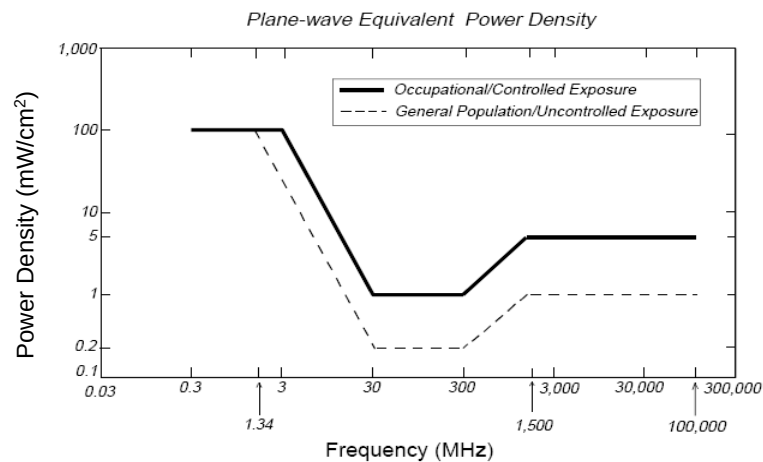
The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table 1: Limits for Maximum Permissible Exposure (MPE)

(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6
1,500-100,000	--	--	5	6
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

* Plane-wave equivalent power density

Figure 1. FCC Limits for Maximum Permissible Exposure (MPE)

Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Freq. Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 3.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 4.0.

3.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofView® software to estimate the worst-case power density at the site ground-level and nearby rooftops resulting from operation of the antenna. RoofView® is a widely-used predictive modeling program that has been developed by Richard Tell Associates to predict both near field and far field RF power density values for roof-top and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by AT&T, and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. For this report, EBI utilized antenna and power data provided by AT&T and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. The assumptions used in the modeling are based upon information provided by AT&T and information gathered from other sources. There are no other wireless carriers with equipment installed at this site.

Based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

At the nearest walking/working surfaces to the AT&T antenna, the maximum power density generated by the AT&T antenna is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna. Based on worst-case predictive modeling, there are no areas at ground level or at the antenna face related to the proposed AT&T antenna that exceed the FCC's occupational or general public exposure limits at this site.

A graphical representation of the RoofView® modeling results is presented in Appendix B. It should be noted that RoofView® is not suitable for modeling microwave dish antennas; however, these units are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. There are no microwaves installed at this site.

4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

Informational Signs		Alerting Signs	
	INFO 1		NOTICE
	INFO 2		CAUTION - ROOFTOP
	NOTICE DECAL		CAUTION - TOWER
	INFO 4		WARNING

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, and additional guidance provided by AT&T, the following signage is recommended on the site:

- Blue NOTICE decal posted around the bottom of the antenna radome.

No barriers are required for this site. Barriers should be constructed of weather-resistant plastic or wood fencing. Barriers may consist of railing, rope, chain, or weather-resistant plastic if no other types are permitted or are feasible. Painted stripes should only be used as a last resort and only in regions where there is little chance of snowfall. If painted stripes are selected as barriers, it is recommended that the stripes and signage be illuminated. The signage and any barriers are graphically represented in the Signage Plan presented in Appendix B.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at Across from 24441 Health Center Drive in Laguna Hills, California.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antenna to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site. There are no modeled exposures at the antenna face that exceed the FCC's occupational and/or general public exposure limits at this site. There are no existing occupied buildings within 20 feet of the subject antenna installation. The MPE levels at this distance and beyond fall below the 1% of the FCC occupational and general public exposure limits.

Signage is recommended at the site as presented in Section 4.0 and Appendix B. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies.

6.0 LIMITATIONS

This report was prepared for the use of AT&T Mobility, LLC to meet requirements outlined in AT&T's corporate RF safety guidelines. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

Appendix A

Personnel Certifications

Attachment: Att 4 RF-EME Report (1588 : CUP No. 3-18-4145)

Reviewed and Approved by:



sealed 8mar2018

Michael McGuire
Electrical Engineer

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the structure, as well as the impact of the antennas and broadcast equipment on the structural integrity of the structure, are specifically excluded from EBI's scope of work.

Preparer Certification

I, Ryan Eaton, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am familiar with the FCC rules and regulations as well as OSHA regulations both in general and as they apply to RF-EME exposure.
- I have been trained in on the procedures outlined in AT&T’s RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofView® modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.



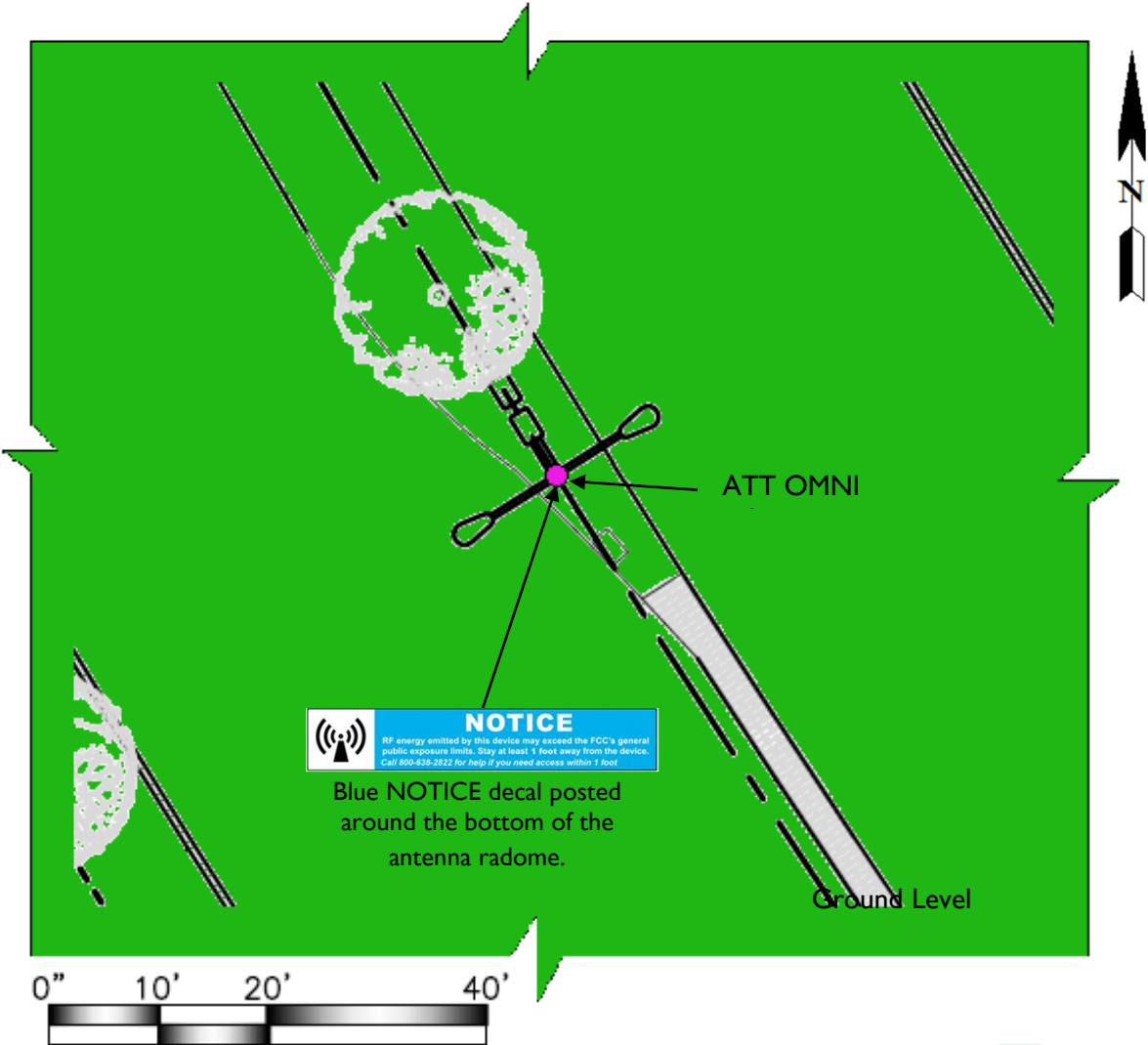
Attachment: Att 4 RF-EME Report (1588 : CUP No. 3-18-4145)

Appendix B

Compliance/Signage Plan

Attachment: Att 4 RF-EME Report (1588 : CUP No. 3-18-4145)

At the nearest walking/working surfaces to the AT&T antenna, the maximum power density generated by the AT&T antenna is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit) at the nearest walking/working surface the antenna.



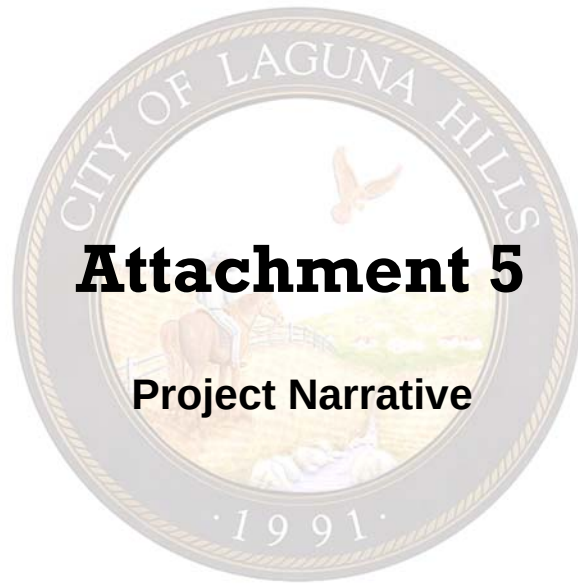
% FCC Public Exposure Limit	
	Exposure Level ≥ 5,000
	500 < Exposure Level ≤ 5,000
	100 < Exposure Level ≤ 500
	Exposure Level ≤ 100

Sign Identification Legend			
	Denotes AT&T Information Sign 1		Denotes AT&T NOTICE Sign
	Denotes AT&T Information Sign 2		Denotes AT&T CAUTION Sign
	Denotes AT&T NOTICE Decal		Denotes AT&T CAUTION Tower Sign
	Denotes AT&T Information Sign 4		Denotes AT&T WARNING Sign

AT&T Antennas

Compliance/Signage Plan
Facility Operator: AT&T Mobility
Site Name: MSVJO 37B
AT&T Site Number: CRAN_RLOS_MSVJO_037
USID Number: 188405
Report Date: 05-08-18

EBI Consulting
environmental | engineering | due diligence



**AT&T Mobility
Small Cell Project
Site Name: CRAN_RLOS_MSVJO_037**

Background

AT&T Mobility (AT&T) mission is to connect people with their world everywhere they live, work and play. AT&T delivers advance mobile services, high speed internet and smart solutions for people and business. AT&T is the global leader in Technology, Media and Telecommunications industry and is committed to the development, growth and improvement of communications in the United States. AT&T is a nationwide wireless service provider located throughout the United States and in U.S. territories. Millions of wireless connections take advantage of the company's mobile products and services. AT&T is committed to improve the customer experience of their hand-held devices, portable computing, and connected automobiles. The company's commitment is to have a robust network of cell sites that could bring faster data speeds and voice connectivity.

AT&T Mobility is a Telephone Corporation registered with the California Public Utilities Commission. The CPUC registration number is U 3060 C. As a Telephone Corporation, AT&T has a legal right to access public right of way under Section 7901 of the California Public Utilities Code.

Mobile Wireless Services

Traditional macro sites are the fundamental building blocks needed for the provision of wireless voice services and high-speed mobile internet. AT&T uses high-band and low-band spectrum to provide wireless service. Each spectrum band has different propagation characteristics, which may experience varied noise or signal interference at a given location. To increase the service quality and reduce noise and interference to the customer, AT&T uses multiple layers of its licensed spectrum to bring its facilities closer to the end user. Signal interference created by environmental clutter or noise from surrounding sources, degrades the signal quality in a manner that affects data rates, service quality, and ultimately coverage. Placing facilities closer to the end user creates smaller coverage cells that produce faster data rates and produces a more efficient use of the limited spectrum.

Adding macro sites has been the typical design solution to increase coverage, capacity and to off-load existing cell sites in the network. This design alternative consists of multiple antennas mounted to a large support structure and a base station of several radio cabinets. The topography of a given area, dense concentration of buildings, the lack of available real estate, the high construction costs and other environmental factors has made it more difficult to bring wireless services closer to the end user in order to reduce weak signals and noise interference, and to increase the data rates which support existing and future demands for optimal user experience of mobile devices.

AT&T solution to increase the densification of wireless signals and coverage capacity of its network in any given geographical area is the implementation of small cells within the public rights of way. Small cells are lightweight and low power antenna solutions designed to cover a radius of up to 1,500 feet. The typical configuration is a single omni directional antenna or a set of small antennas mounted to existing right-of-way infrastructure, including utility poles, replacement streetlights or other infrastructure. Remote radios are also used with the omni-directional antenna to connect the small cell to nearby macro locations or head-end stations via fiber connections. Small cell installations are non-intrusive to the local community and can easily blend-in with the natural urban or suburban landscape.

Project Description

AT&T engineers have identified several locations in Laguna Hills that require stronger signal densification in order to increase throughput rates and to meet the existing and future demands. These locations are shown on the enclosed Small Cell Network map, which includes approximate coverage for each location shown in red circles. Additional areas may be identified in the future as the engineers continue to monitor the network service quality and capacity.

The subject project is located on the median of Paseo De Valencia, north of Calle De La Magdalena. AT&T proposes to replace an existing concrete style street light with a similar pole that will serve as a support structure for an omni-directional antenna and associated radios, while also still serving as a typical streetlight. AT&T has an approved Southern California Edison design for replacement of its streetlights that substantially reduces visual impacts of a typical cell site installation. This solution will provide the needed signal densification to this area for optimal customer experience, while blending with the existing street landscape.

The project scope will consist of the following:

- Removal and replacement of a streetlight by SCE.
- Installation of a single omni-directional antenna.
- Installation of four remote radio units and raycap disconnect switch within a shroud.
- Installation of power and fiber hand holes.

This proposal is the least intrusive design proposed by AT&T for small cells in right-of-way location. All portions of the antenna, radios, disconnect device will be fully screen within a cylindrical shroud. The overall antenna system will be painted a gray color to match. Plans depicting the replaced street light pole location, height and style with the new wireless antenna installation are attached. Photo simulations that show the final antenna and pole installation are also attached for city staff's review.

Conformance with FCC Regulations

The proposed low powered antenna installation attached to a replaced SCE streetlight will comply with FCC standards and regulations. A Radio Frequency report was prepared for the proposed installation and is enclosed for staff's review.

Construction and Maintenance

Construction of the proposed project will take approximately 30-days. All construction will be done in a manner that minimizes impact to residents and business in the area. Existing underground or overhead power and fiber connections will be used with minimal trenching. Directional boring will be used when deemed appropriate for each specific location.

Maintenance of the subject facility is minimal. The majority of the monitoring is done from AT&T's switching offices. If needed, a site visit to change any radio equipment will be coordinated with the existing utility providers and city.

Project Code Compliance

The subject project complies with the City of Laguna Hills Wireless Communications Facilities Ordinance Chapter 9-58 in the following ways:

1. The proposed wireless facility is a small cell installation to be installed on a replaced SCE streetlight in the public right-of-way.
2. The project is allowed subject to the city's approval of a Conditional Use Permit and Encroachment Permit. The proposed installation will not interfere with the use of the existing right-of-way. No ground mounted equipment is proposed.
3. The proposed facility is a low powered antenna designed to work in conjunction with other small cell sites in the area and to off-load capacity from an existing macro facility. The installation will comply with applicable regulations of the Federal Communications Commission as demonstrated in the enclosed RF study.
4. As stated in the project description, the purpose for the deployment of small cells is to increase the signal quality and capacity to the identified commercial development in this portion of Laguna Hills. As such, implementation of the small cell project will reduce a data signal gap that currently existing at this location.
5. The applicant will conform to all City of Laguna Hills requirements.

Site Preferred Location and Alternative Analysis

As noted above, the purpose for the proposed small cell installation on the SCE pole located on Paseo De Valencia is to provide the needed coverage and signal densification

as shown on the coverage maps. There are no preferred locations that would satisfy the coverage objectives. Therefore, no alternative analysis is being provided for this type and scale antenna installation within the public right-of-way. Alternatives to this proposal would generally include building additional towers in the general area, which would create a greater visual impact to the community.



SITE NAME: MSVJO 37B
SITE NUMBER: CRAN_RLOS_MSVJO_037
PROJECT: CRAN/ SMALL CELL
USID: 188405
PACE: MRLOS045522



POLE TYPE: (N) CONCRETE LIGHT POLE
POLE ID #: 1614514E

SITE ADDRESS: ACROSS FROM 24441 HEALTH
CENTER DRIVE, LAGUNA HILLS, CA 92653

APPROVALS			
THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CHANGES ON ASSUMPTIONAL.			
AT&T RF ENGINEER:	APPROVED BY:	INITIALS:	DATE:
AT&T OPERATIONS:			
SITE ACQUISITION MANAGER:			
PROJECT MANAGER:			
ZONING VENDOR:			
LEASING VENDOR:			
CONSTRUCTION MANAGER:			
AE MANAGER:			
PROPERTY OWNER:			
UTILITY MANAGER:			

PROJECT DESCRIPTION	
AT&T PROPOSES TO INSTALL A NEW WIRELESS INSTALLATION LOCATED IN THE PUBLIC RIGHT OF WAY TO (N) CONCRETE LIGHT POLE	
THE SCOPE WILL CONSIST OF THE FOLLOWING:	
• SITE TO REMOVE • SITE TO INSTALL • AT&T TO REMOVE • AT&T TO INSTALL • AT&T TO REMOVE • AT&T TO INSTALL • AT&T TO REMOVE • AT&T TO INSTALL	

PROJECT SITE INFORMATION	
PUBLIC/PRIVATE:	PUBLIC/RIGHT-OF-WAY
ADDRESS:	CENTER DRIVE, LAGUNA HILLS, CA 92653
APPLICANT:	AT&T
ADDRESS:	1452 EMMER AVE, TUSTIN, CA 92680
LATITUDE (NAD 83):	33.668847
LONGITUDE (NAD 83):	-117.712218
GROUND ELEVATION (NAVD 88):	4351.55 (NAVAL)
JURISDICTION:	CITY OF LAGUNA HILLS
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS
POWER COMPANY:	AT&T
ADDRESS:	POMONA, CA 91768

PROJECT TEAM	
PROJECT MANAGER:	ENGINEER:
MS SQUARED WIRELESS	MS SQUARED WIRELESS
1387 CALLE AVANZADO	1387 CALLE AVANZADO
IRVINE, CA 92614	IRVINE, CA 92614
SENIOR PROJECT MANAGER:	SENIOR TECHNICAL PROJECT MANAGER:
MS SQUARED WIRELESS	AT&T
1387 CALLE AVANZADO	1452 EMMER AVE
IRVINE, CA 92614	TUSTIN, CA 92680
REF ENGINEER:	CONTACT: OMAR NERE
AT&T	EMAIL: OMAR@AT&T.COM
1387 CALLE AVANZADO	
IRVINE, CA 92614	
PHONE: (714) 956-1310	
EMAIL: KID270@AT&T.COM	



DRAWN BY:	DOM
CHECKED BY:	MH

C	10/29/18	100% CONSTRUCTION
B	10/29/18	100% CONSTRUCTION
A	10/29/18	100% CONSTRUCTION
REV	DATE	DESCRIPTION

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE A PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
--

SITE ID: MSVJO 37B
ACROSS FROM 24441
HEALTH CENTER DRIVE
LAGUNA HILLS, CA, 92653

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

DO NOT SCALE DRAWINGS
SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CONSTRUCTION DRAWING
P. USING 1"X1/2" PLOT, DRAWING WILL BE HALF SCALE

DRAWING INDEX	
SHEET NO:	SHEET TITLE
1-1	TITLE SHEET
10-1	CITY OF LAGUNA HILLS
10-2	CONCRETE LIGHT POLE
A-1	ELEVATIONS
A-2	ELEVATIONS
A-3	ELEVATIONS
A-4	ELEVATIONS
D-1	DETAILS
S-1	POLE DETAILS
S-2	POLE FOUNDATION DETAILS
E-1	ELECTRICAL DETAILS

CODE COMPLIANCE
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE CITY OF LAGUNA HILLS. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION TO PERMIT WORK NOT CONFORMING TO THESE CODES.
1. 2018 CALIFORNIA ADMINISTRATIVE CODE
2. 2018 CALIFORNIA BUILDING CODE
3. 2018 CALIFORNIA ELECTRICAL CODE
4. 2018 CALIFORNIA MECHANICAL CODE
5. 2018 CALIFORNIA PLUMBING CODE
6. 2018 CALIFORNIA FIRE CODE
7. ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE
HANDICAP REQUIREMENTS
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA ADMINISTRATIVE STATE CODE PART 2, TITLE 24, CHAPTER 118, SECTION 11081.

GENERAL NOTES
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT REQUIRE ANY SPECIAL PERMITS OR APPROVALS FROM ANY AGENCIES OR DEPARTMENTS. ANY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEW.

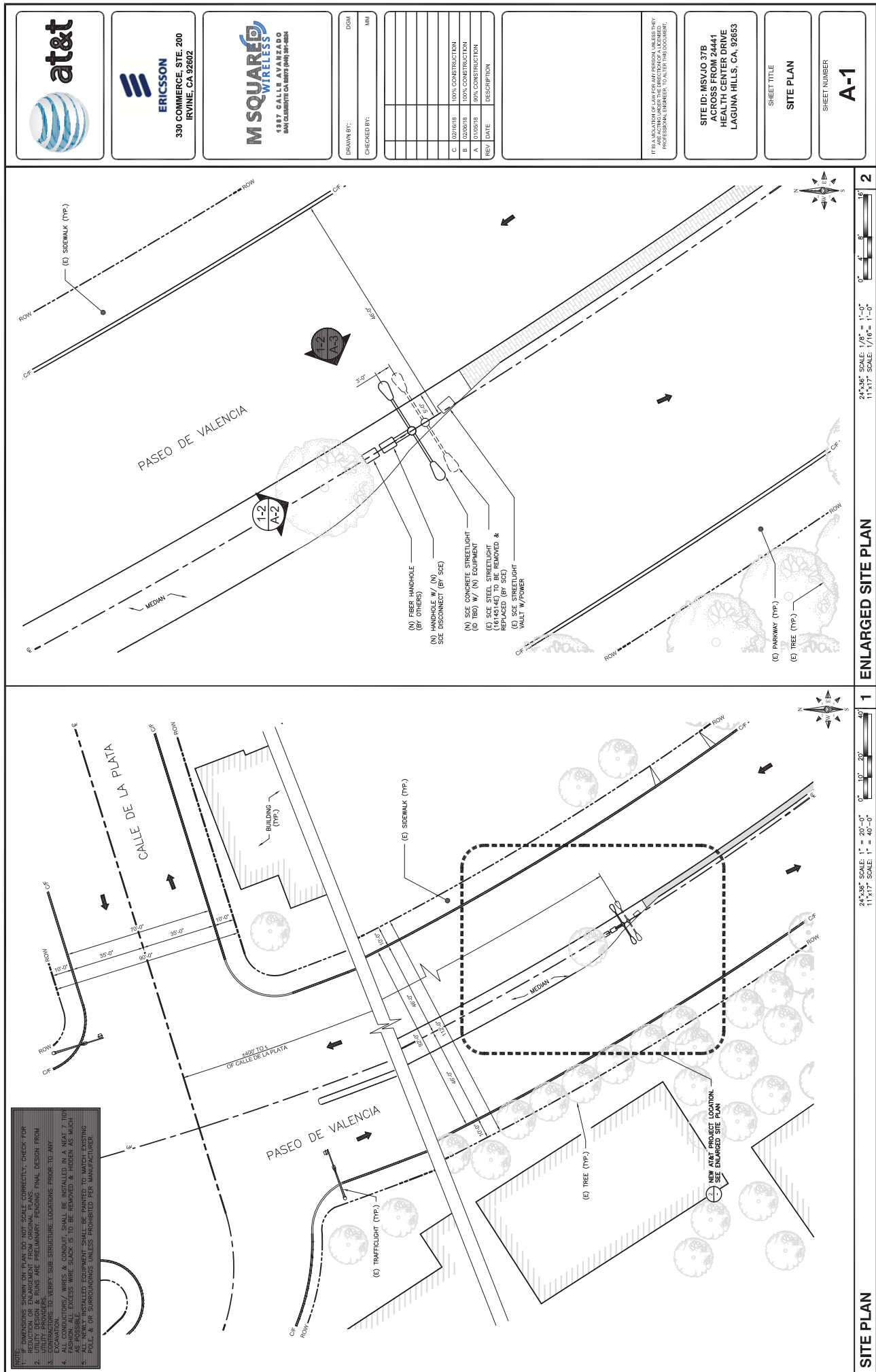


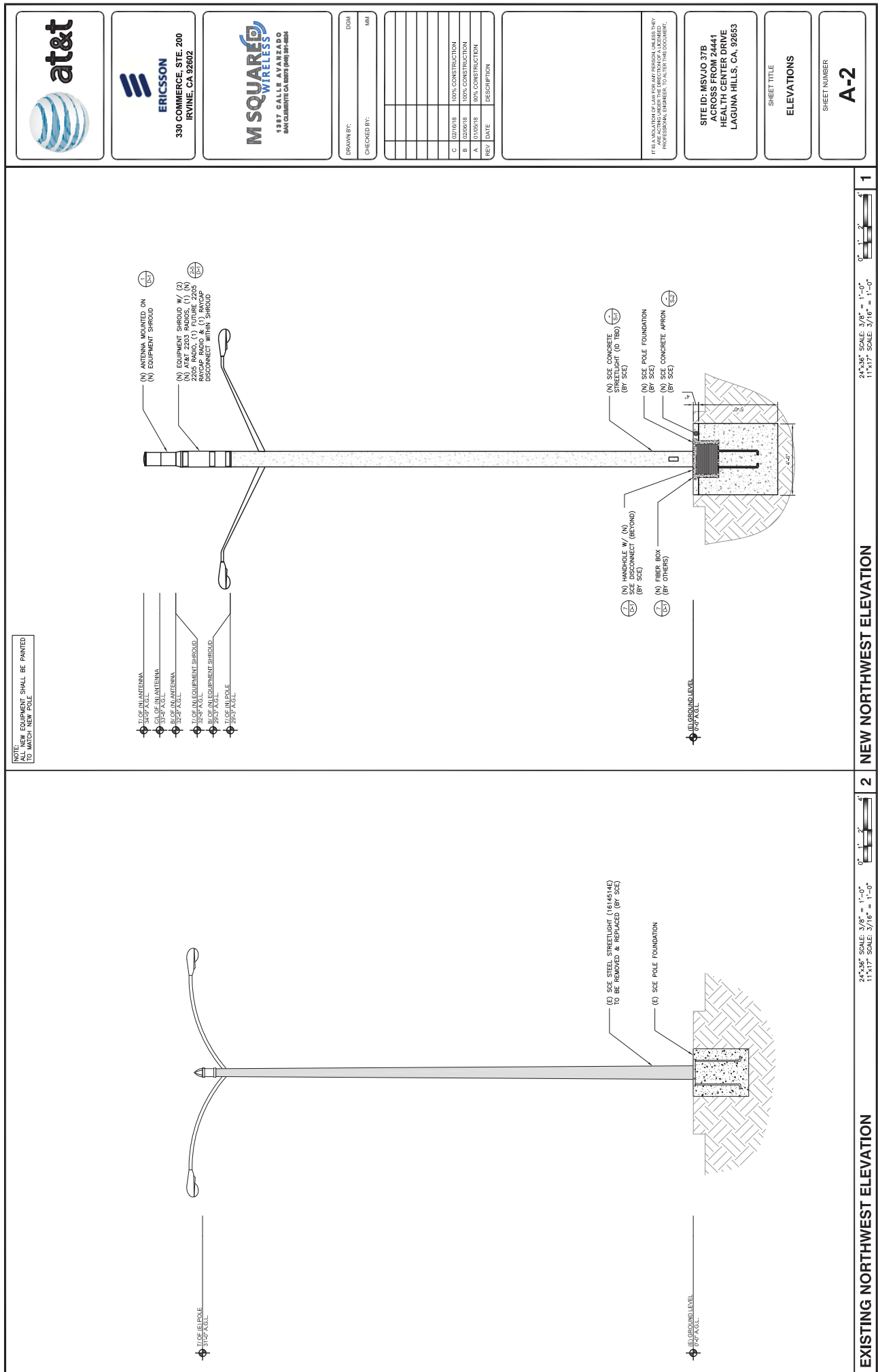
DRIVING DIRECTIONS

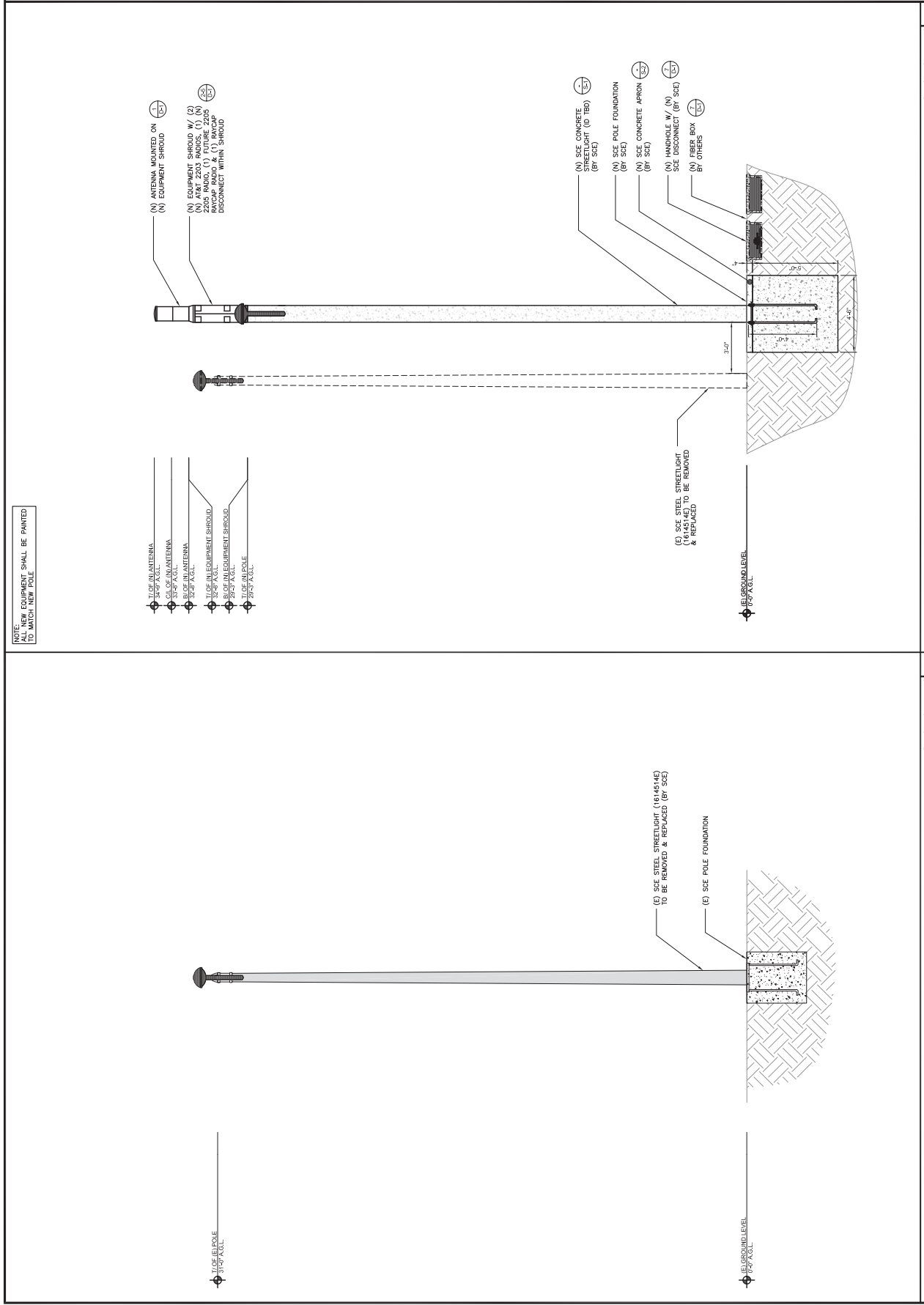
DIRECTION FROM AT&T OFFICE:
DIRECTION ARE TAKEN FROM
TUSTIN, CA 92680
TURN LEFT ONTO DENINGER AVE
TAKE RAMP ONTO CA 91
KEEP RIGHT TO STAY ON CA 91
CONTINUE ONTO PASO DE VALENCIA

DIG ALERT

Know what's below.
Call before you dig.
California Statewide
Call Two-1-800-487-4874
811 / 800-227-2600







DRAWN BY:		DWG
CHECKED BY:		MAT
A		
B		
C		
D		
E		
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X		
Y		
Z		
REV	DATE	DESCRIPTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 37B
ACROSS FROM 24441
HEALTH CENTER DRIVE
LAGUNA HILLS, CA, 92653

SHEET TITLE
ELEVATIONS

SHEET NUMBER

A-3



ERICSSON

8330 COMMERCE, STE. 200
IRVINE, CA 92602

1387 CALLE AVANZADO
SAN CLEMENTE CA 95073 (408) 381-8824

DRAWN BY: DGM

DGM

CHECKED BY:

NAME _____

	C	02/16/18	100% CONSTRUCTION		
	B	02/06/18	100% CONSTRUCTION		
	A	01/05/18	90% CONSTRUCTION		
	REV	DATE	DESCRIPTION		

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 37B
ACROSS FROM 24441
HEALTH CENTER DRIVE
LAGUNA HILLS, CA, 92653

SHEET TITLE

SITE IMAGE

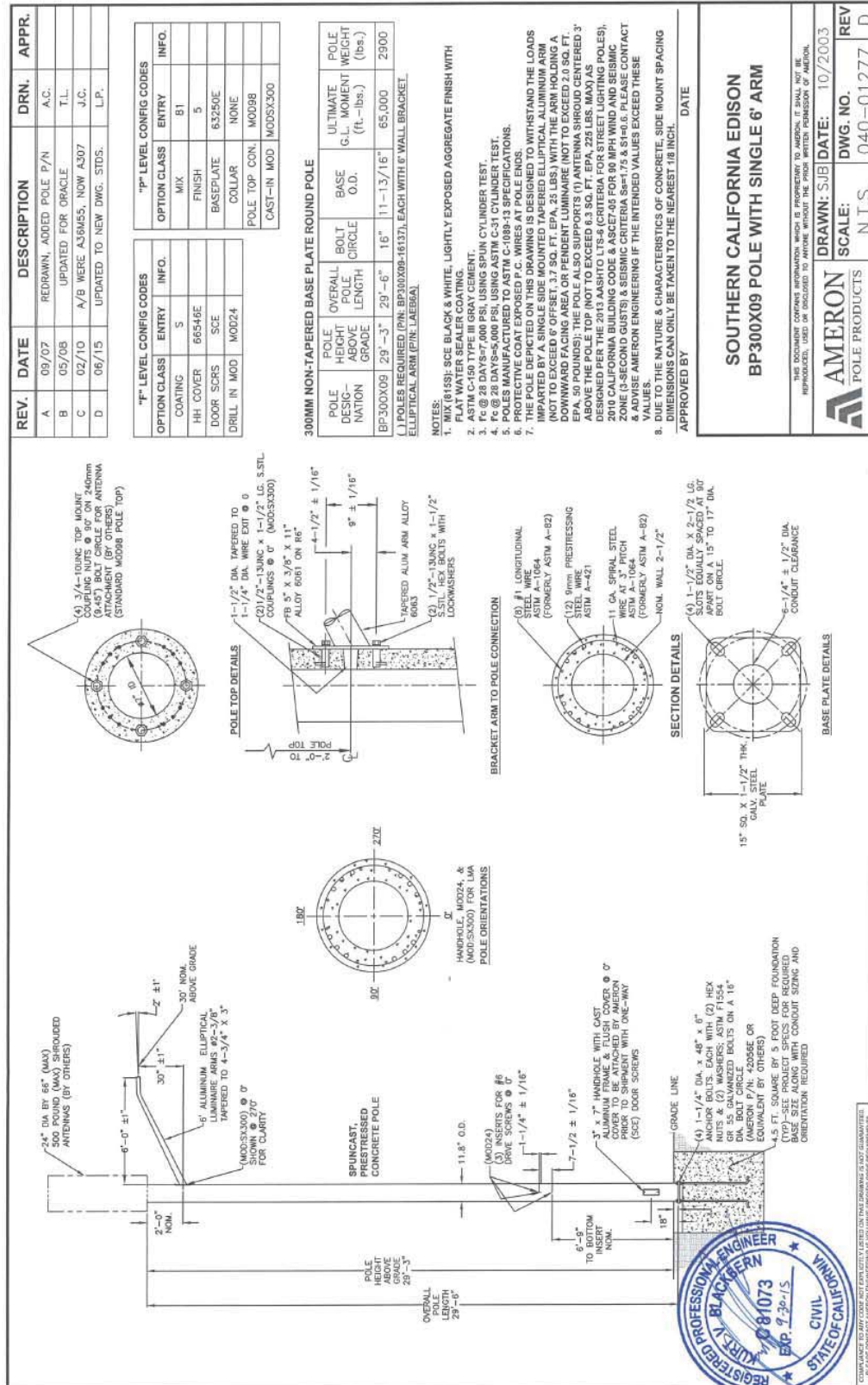
SHEET NUMBER

A-4



PROPOSED SITE LOCATION LOOKING SOUTHEAST

1





DRAWN BY: DOM
CHECKED BY: MH

REV	DATE	DESCRIPTION
C	02/16/18	100% CONSTRUCTION
B	02/06/18	100% CONSTRUCTION
A	01/05/18	90% CONSTRUCTION

REV	DATE	DESCRIPTION
C	02/16/18	100% CONSTRUCTION
B	02/06/18	100% CONSTRUCTION
A	01/05/18	90% CONSTRUCTION

THIS DOCUMENT IS THE PROPERTY OF AT&T. IT IS TO BE USED FOR THE PROJECT AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF AT&T INTELLECTUAL PROPERTY.

SITE ID: MSVJ037B
ADDRESS: 22444
HELEN AVENUE
LAGUNA HILLS, CA, 92653

SHEET TITLE
POLE FOUNDATION
DETAILS

SHEET NUMBER
S-2



Underground Structures Standards

Scope MC 890.3 Electroliner Foundation Requirements

Table MC 890-1: 70 MPH Wind Zone, Constrained Surface Condition

Soil Type	Fiberglass, Concrete, or Steel				Nostalgic			
	23" Shaft		28" Shaft		All Poles		Marblette	
Per UBC ^a	H	D	H	D	H	D	H	D
I. Massive Crystalline Bedrock	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	24" dia.
II. Sedimentary and Foliated Rock	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
III. Sandy Gravel, Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
IV. Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
V. Clay, Silty Clay, Silty Clay Gravel, Silty Clay	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"

^a Uniform Building Code — 1991

- Note(s):
1. H = Depth of footing
 2. D = Diameter of round footing or the side dimension of square footing.

Table MC 890-2: 70 MPH Wind Zone, Non-Constrained Surface Condition

Soil Type	Fiberglass, Concrete, or Steel				Nostalgic			
	23" Shaft		28" Shaft		All Poles		Marblette	
Per UBC ^a	H	D	H	D	H	D	H	D
I. Massive Crystalline Bedrock	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	24" dia.
II. Sedimentary and Foliated Rock	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
III. Sandy Gravel, Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
IV. Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
V. Clay, Silty Clay, Silty Clay Gravel, Silty Clay	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"

^a Uniform Building Code — 1991

- Note(s):
1. H = Depth of footing
 2. D = Diameter of round footing or the side dimension of square footing.

Approved by:
Effective Date: 10-26-2012
What's Changed? The acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.

MC 890
Sheet 3 of 4
UGS
SCE Public

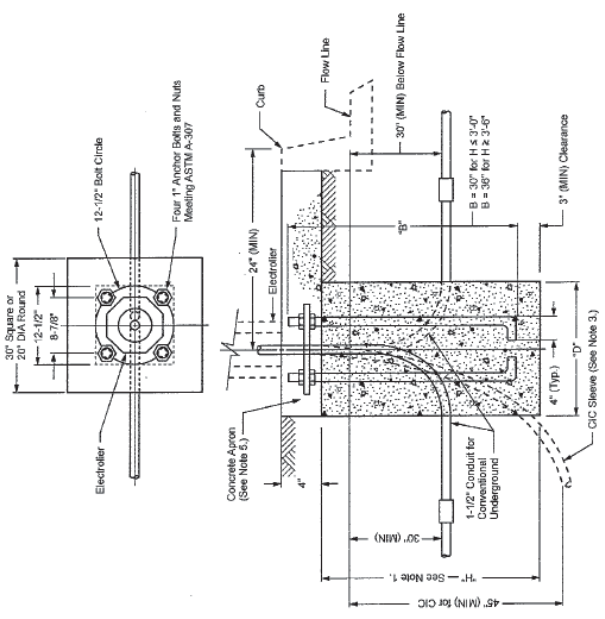


Underground Structures Standards

MC 890 Foundation Detail for Fiberglass Nostalgic, Fiberglass, Steel, or Concrete Electroliners

Scope MC 890.1 Electroliner Foundation Detail

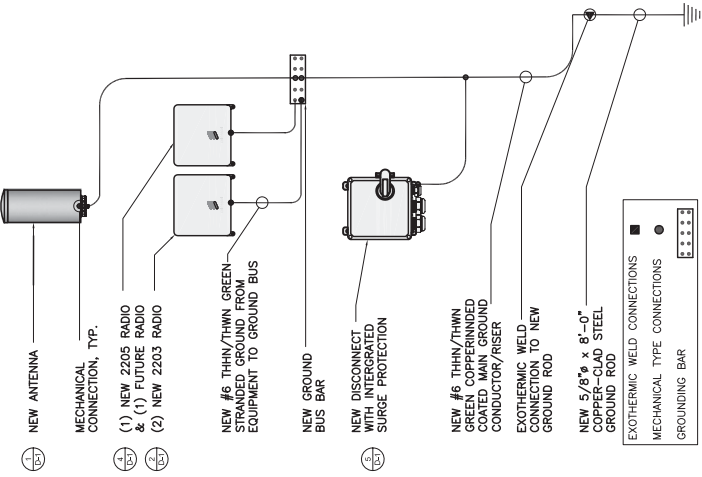
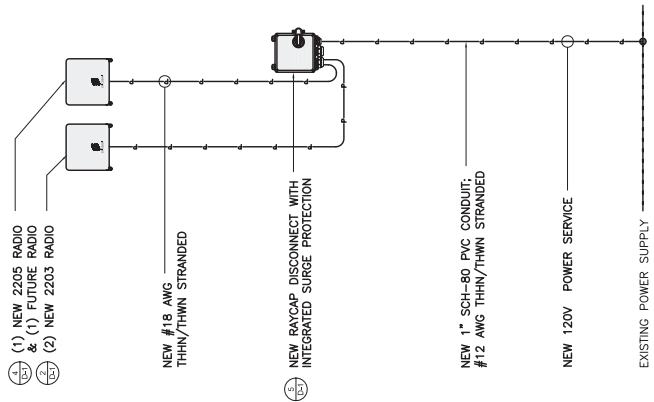
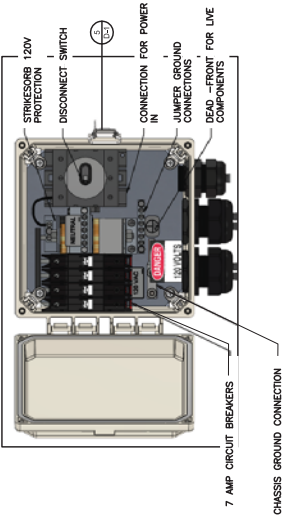
Figure MC 890-1: Electroliner Foundation Detail



- Note(s):
1. The footing depth will vary depending on the type of soil and wind loading requirements. Consult local government agency for requirements.
 2. Foundation shall be installed after conduit or C/C (for Underground Service), curbs, and sidewalks are in place and grades are established.
 3. 1-1/2" Plastic C/C Sleeve for UG Concrete Electroliner (tape both ends to prevent debris from entering the sleeve).
 4. Concrete to reach a minimum compression strength of 2800 psi in 28 days. See UGS 20.3.
 5. Place a minimum size concrete apron of 30" x 30" x 4" thick around the pole at the ground level to provide a constrained surface condition when required. GROUT to be placed after pole is set and plumb.

Approved by:
Effective Date: 10-26-2012
What's Changed? The acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.

MC 890
Sheet 1 of 4
UGS
SCE Public

NOTE: ALL GROUND CONDUCTORS TO BE #6 THHN/THWN GREEN STRANDED COPPER UNLESS OTHERWISE NOTED OR REQUIRED BY EQUIPMENT MANUFACTURER.  NEW ANTENNA MECHANICAL CONNECTION, TYP. (1) NEW 2205 RADIO & (1) FUTURE RADIO (2) NEW 2203 RADIO NEW #6 THHN/THWN GREEN STRANDED GROUND FROM EQUIPMENT TO GROUND BUS NEW GROUND BUS BAR NEW DISCONNECT WITH INTEGRATED SURGE PROTECTION NEW #6 THHN/THWN GREEN COPPER-CLAD STEEL CONDUCTOR/RISER EXOTHERMIC WELD CONNECTION TO NEW GROUND ROD NEW 5/8" x 8'-0" COPPER-CLAD STEEL GROUND ROD LEGEND: ■ EXOTHERMIC WELD CONNECTIONS ● MECHANICAL TYPE CONNECTIONS □ GROUNDING BAR	NOT USED	NOTE: UTILITY DESIGN AND RUNS ARE PRELIMINARY. PENDING FINAL DESIGN FROM UTILITY PROVIDERS  (1) NEW 2205 RADIO & (1) FUTURE RADIO (2) NEW 2203 RADIO NEW #18 AWG THHN/THWN STRANDED NEW BAYCAP DISCONNECT WITH INTEGRATED SURGE PROTECTION NEW 1" SCH-80 PVC CONDUIT; #12 AWG THHN/THWN STRANDED NEW 120V POWER SERVICE EXISTING POWER SUPPLY	NOT USED	NOTE: UTILITY DESIGN AND RUNS ARE PRELIMINARY. PENDING FINAL DESIGN FROM UTILITY PROVIDERS  120V SURGE PROTECTOR DISCONNECT SWITCH CONNECTION FOR POWER IN JUMPER GROUND CONNECTIONS DEAD - FRONT FOR LINE COMPONENTS 7 AMP CIRCUIT BREAKERS CHASSIS GROUND CONNECTION
NOT USED	NOT USED	GROUNDING SCHEMATIC	NOT USED	BREAKER SCHEDULE
NOT USED	NOT USED	NOT USED	NOT USED	NOT USED





330 COMMERCE STE. 200
IRVINE, CA 92602

1887 SALLIE ST. SUITE 100
SAN CLEMENTE CA 92673 (949) 447-1844

DRAWN BY: DGM

CHECKED BY: MM

REV	DATE	DESCRIPTION
C	10/26/18	100% CONSTRUCTION
B	10/26/18	100% CONSTRUCTION
A	10/26/18	90% CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 37B
ACROSS FROM ZIMMERMAN
HEBREW CENTER DRIVE
LAGUNA HILLS, CA, 92653

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-1



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit (CUP) No. 3-18-4146, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located in the Center Median of Paseo De Valencia Approximately 125 Feet Northerly of Calle De Los Caballeros.

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 3-18-4146; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 3-18-4146, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 125 feet northerly of Calle de los Caballeros."

SUMMARY:

Conditional Use Permit (CUP) No. 3-18-4146 is a request by Ericsson Inc., on behalf of AT&T (the "Applicant"), to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 125 feet northerly of Calle de los Caballeros. The project will consist of one panel antenna and other small equipment such as radio units mounted at the top of a new SCE streetlight standard, which will replace an existing streetlight, as well as ground-mounted equipment within a small underground vault beneath the median.

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As described in more detail in the report below, the Zoning Code encourages placing telecommunication antennas on existing support structures in lieu of building a new monopole. While the streetlight standard and fixture to be used in this installation are new, it replaces an existing streetlight standard in roughly the same location. All additional ground-mounted equipment will be located within a small subterranean vault under the median. There are no concerns regarding exposure to radio waves transmitted by the antenna since all equipment is required to operate within acceptable levels mandated by the federal government. The Applicant has documented coverage gaps in the area, so if the project is approved, the City of Laguna Hills would benefit by enhancing the existing coverage area for the area surrounding this site. Staff has included standard conditions of approval that will ensure that the small cell communication facility will be a positive addition to the area and not a detriment to the surrounding properties as a result of the use.

Staff has reviewed the Development Code (“Code”) requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare.

AUTHORITY:

The authority of cities to regulate the placement of wireless telecommunication facilities within the public right-of-way is limited by applicable state and federal law; however, a city may exercise reasonable control as to the time, place, and manner of construction within the public right-of-way, may impose aesthetic requirements on proposed facilities, and may require a Conditional Use Permit (LHMC Chapter 9-58) as well as an Encroachment Permit (LHMC Chapter 12-12). Pursuant to Chapter 9-24 of the Development Code (VC Village Commercial District, where the project is located) and the list of permitted and conditionally permitted uses found in Table 1 of the Urban Village Specific Plan (UVSP), communication facilities are allowed in the VC district and are subject to various regulations and criteria found in Chapter 9-58 of the Development Code. Chapter 9-58 (Communications Facilities) addresses the zoning review process, facility design, siting, and operational requirements for communication facilities. The design criteria used to determine approval for communication facilities in the Code is primarily based on a preference for utilizing existing structures and the aesthetic quality and screening of the proposed facilities. These criteria ensure that facilities are constructed in a manner that maintains the aesthetic integrity of both residential and nonresidential districts in the City.

Historically, the types of cell sites the City has reviewed and approved are what is known in the industry as “macro sites”. Macro sites typically consist of several (6-12 is common) cell antennas mounted in a roof-area of a multi-story building, on existing tall towers (such as the SCE transmission towers in the area), or as a “monoeucalyptus” or “monopine” (monopoles designed to look like a eucalyptus tree or pine tree, respectively). These facilities typically also have a large ground equipment enclosure containing several equipment cabinets and sometimes generators or other supporting equipment. However, with the increased demand for data service and internet speed (as opposed to just voice calls), cell service providers have been making the switch to “small cells” or “distributed antenna systems” (DAS). The cell service providers report that these smaller cell sites in conjunction with the traditional macro sites help to bring wireless service closer to the end user, producing stronger signals and faster data speeds. Because of their small footprint (typically just one antenna and a small amount of other equipment), these small cell sites are often located in the public right-of-way, on streetlights and traffic signals. In the case of the subject application, AT&T has identified a streetlight pole in the public right-of-way that would meet the network need for signal densification in this area.

Staff has verified that no Planning Agency member’s property/residence is within a 500’ radius of the project location; therefore, there is no concern related to conflict of interest based upon proximity of Agency members’ properties/residences to the project location.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, design, location, and operation of the proposed wireless communications facility:

Project Location and Setting

The proposed location is in the public right-of-way in the center median of Paseo de Valencia, approximately 125 feet northerly of Calle de los Caballeros. The proposed small cell communication facility will utilize a SCE streetlight standard. A new streetlight standard and fixture will be constructed as a part of the project to better accommodate the communications equipment, and will replace an existing streetlight in roughly the same location. The project site is located in the Village Commercial (VC) district and is in the immediate vicinity of a number of office buildings and commercial shopping centers. The nearest building is approximately 80 feet away on Avenida Majorca in the City of Laguna Woods. However, the streetlight will not be readily visible from the residential area due to dense tree planting between the residential properties and Paseo de Valencia. Streetlights are a typical occurrence in both commercial and residential areas and are not a visually dominant feature of typical urban or suburban streetscapes.

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Project Design

Prior to submittal of the CUP application for the project, the Public Services Department reviewed the project design to ensure their requirements were incorporated into the project. The proposed small cell communication facility consists of one omni-directional antenna (2' tall) and other pole mounted equipment such as radio units mounted on the top of a replacement SCE streetlight. The overall height of the installation will increase the apparent height of the standard from 28'4" to 34'9", an increase in overall height of 6'5". The antenna and other pole-mounted equipment will be located at the top of the standard, shrouded to appear as the rest of the standard with a maximum height of 34'9". While the shroud covering the antenna and other equipment will be visible, it is within the maximum height limit for the zone and is consistent in character and similar in height to other streetlights and traffic light poles. Other ground-mounted equipment will be within a small subterranean vault under the median, resulting in no visual impact on the streetscape. **Attachment 2** shows the existing condition and how the new streetlight (with the proposed small cell site) will appear.

Pursuant to Section 9-58.040(E), antenna height shall conform to the height limit of the zoning district or as otherwise approved through a Conditional Use Permit. The proposed antenna height of 34'9" is below the VC district maximum building height of 75 feet. Furthermore the proposal meets the design requirements of Section 9-58.050 by screening, to the extent feasible all antennas and equipment, using the smallest and least visible antennas possible to accomplish coverage objectives, placing ground equipment underground, and utilizing existing structures (in this case, a streetlight) instead of constructing new facilities for the sole purpose of accommodating the communications facility (such as a monopole).

Antenna Siting Analysis

Coverage maps provided by the Applicant indicate a large area where data speeds are poor. This area is depicted in **Attachment 3** (the subject site is identified as "M_Viejo_38" in Attachment 3). The area that would be affected by the proposed installation is a small radius around the proposed site, as depicted in **Attachment 3**, which is comprised of office and commercial buildings occupied by a number of businesses, a skilled nursing facility, and residential areas off of Avenida Majorca in the City of Laguna Woods. The materials submitted by the Applicant for this project indicates that small cells such as the proposed can cover a radius of up to 1,500 feet.

Health and Safety

The health risks associated with the public's exposure to radio frequency (RF) energy has been an area of public debate with the increase in the public's use of mobile devices

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and the proliferation of mobile technology and its supporting infrastructure such as wireless antennas. The following information was taken from the Federal Communication Commission's (FCC) website:

(<https://www.fcc.gov/guides/human-exposure-rf-fields-guidelines-cellular-and-pcs-sites>):

"In 1996, the FCC adopted updated guidelines for evaluating human exposure to RF fields from fixed transmitting antennas such as those used for cellular and PCS cell sites. The FCC's guidelines are identical to those recommended by the National Council on Radiation Protection and Measurements (NCRP), a non-profit corporation chartered by Congress to develop information and recommendations concerning radiation protection. The FCC's guidelines also resemble the 1992 guidelines recommended by the Institute of Electrical and Electronics Engineers (IEEE), a non-profit technical and professional engineering society, and endorsed by the American National Standards Institute (ANSI), a nonprofit, privately-funded membership organization that coordinates development of voluntary national standards in the United States.

In the case of cellular and PCS cell site transmitters, the FCC's RF exposure guidelines recommend a maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. This limit is many times greater than RF levels typically found near the base of cellular or PCS cell site towers or in the vicinity of other, lower-powered cell site transmitters. Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that, in order to be exposed to RF levels near the FCC's guidelines, an individual would essentially have to remain in the main transmitting beam and within a few feet of the antenna for several minutes or longer. Thus, the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote."

To indicate the site's compliance with FCC guidelines concerning the public's exposure to RF levels generated by this site, the Applicant has submitted a "Radio Frequency - Electromagnetic Energy (RF-EME) Compliance Report," dated March 8, 2018, analyzing the proposed antenna's RF-EME emissions. The report indicates that the general population will not be exposed to RF energy levels in excess of limits recommended by the FCC. Section 5.0 of **Attachment 4** discusses the findings of the report.

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The height of the antenna in the proposed installation is approximately 34 feet above the street and is located approximately 80 horizontal feet from the nearest building. As noted in the RF-EME report, exposures to EME at these locations is less than 1% of the FCC-established maximum safe exposure for the general public. EME dissipates rapidly with increased distance from omni-directional antennas such as the one proposed.

The Federal Telecommunications Act (FTA) prohibits the Planning Agency from denying or regulating the placement and construction of wireless communication facilities (WCF) on the basis of environmental effects of radio frequency and/or electromagnetic energy, to the extent that such facilities comply with FCC regulations concerning acceptable frequency emissions. Pursuant to federal law, the Planning Agency cannot consider RF-EME emissions to the extent that they do not exceed the parameters set by the FCC. Relying on potential health effects as a basis for denial or local regulation through the City's land use and planning process is impermissible under the FTA. (Section 332 of the Federal Telecommunications Act (47 USC Sect. 152 *et seq.*)).

The Federal Telecommunications Act provides, in relevant part, as follows:

“No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.”

While the Applicant has submitted the RF-EME compliance report that models expected RF-EME emissions, a condition of approval has been included (Condition 15) that requires the Applicant to submit a post-installation report that demonstrates that actual operations of the facility are within FCC limitations for safe RF-EME exposure.

The Federal Communications Commission (FCC) “Shot Clock Rule”

Federal Regulations adopted in 2009 and amended in 2014 designate specific time periods under which local agencies must review applications for WCFs. For this application, which is a new stand-alone facility, the City must process the Applicant's request for a CUP within 150 days from the date of application; however, time tolls following a determination by the City that the application is incomplete (i.e. missing necessary, required information) within 30 days from initial submittal and resumes upon resubmittal by the Applicant. The date of application for this CUP was March 28, 2018. The application was deemed incomplete in a letter dated April 26, 2018. The Applicant re-submitted the requested missing information on May 8, 2018, and staff subsequently determined that the application was complete on May 10, 2018. Therefore, for this application, the Planning Agency must take action on this application by

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September 6, 2018. Failure to take action by this date could result in the Applicant commencing legal action against the City, potentially resulting in the project being deemed approved.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the new small cell communication facility. The increase in height of the streetlight due to the antenna will not substantially change the appearance of the streetlight nor affect the character of the surrounding area. The ground-mounted equipment will be placed in a small subterranean vault, eliminating any impacts due to the ground equipment. The proposed installation is the alternative that meets the Applicant's objective of filling coverage gaps in AT&T's wireless service network with the least visual impact. Furthermore the proposed installation will not be detrimental to the public health, safety, or welfare.

PUBLIC COMMENT:

A total of five (5) public hearing notices were mailed, including all property owners within a 300-foot radius of the proposed small cell installation. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

This project is exempt from CEQA under the Class 3 New Construction or Conversion of Small Structures categorical exemption set forth in CEQA Guidelines Section 15303. The Class 3 exemption applies to the "construction and location of limited numbers of new, small facilities or structures" and the "installation of small new equipment and facilities in small structures". The Class 3 exemption applies to the installation of wireless telecommunications equipment at multiple locations. (See *Aptos Residents Association v. County of Santa Cruz* (2018) 20 Cal.App.5th 1039 [finding the proposed installation of 13 microcell transmitters at different locations each consisting of an antenna mounted on an extender pole with related pole-mounted equipment to be exempt under the Class 3 exemption]; *Robinson v. City and County of San Francisco* (2012) 208 Cal.App.4th 950 [finding a series of approximately 40 proposed wireless telecommunications equipment installations to be fastened to utility poles throughout the City to be exempt under the Class 3 exemption]; *San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012 [finding the installation of 726 metal utility boxes housing telecommunications equipment on city sidewalks to be exempt under the Class 3 exemption]).

CUP No. 3-18-4146

June 12, 2018

Page 8

Here, the proposed project consists of the installation of four cellular communication equipment sites which will each include the placement of an antenna along with pole-mounted equipment located within an equipment shroud on top of a replacement Southern California Edison streetlight standard. Each antenna is approximately two feet in height and each equipment shroud is approximately three and a half feet in height. The antenna and equipment shroud will increase the overall height of each streetlight by four feet and three inches. Each site will also include the installation of ground-mounted equipment within a small subterranean vault beneath the sidewalk near each streetlight. The project will include the installation of a new Southern California Edison streetlight standard at each site to replace the existing streetlights in roughly the same location. Each site thus consists of the “construction and location of limited numbers of new, small facilities or structures” or the “installation of small new equipment and facilities in small structures” within the meaning of the Class 3 New Construction or Conversion of Small Structures exemption. The proposed installation of the four cellular communication sites are therefore exempt from CEQA pursuant to the Class 3 categorical exemption. (See *Aptos Residents Association, supra*, 20 Cal.App.5th at 1047; and *Robinson, supra*, 208 Cal.App.4th at 956.)

ATTACHMENTS:

- Att 1 Resolution of Approval
- Att 2 Photo sims
- Att 3 Propagation maps
- Att 4 RF-EME Report
- Att 5 Project narrative
- Att 6 Plans



Attachment 1

Resolution of Approval

RESOLUTION NO. PA2018-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-18-4146, A REQUEST BY ERICSSON INC., ON BEHALF OF AT&T, TO CONSTRUCT AND OPERATE A NEW SMALL CELL COMMUNICATION FACILITY CONSTRUCTED ON A SOUTHERN CALIFORNIA EDISON STREETLIGHT STANDARD IN THE PUBLIC RIGHT-OF-WAY LOCATED IN THE CENTER MEDIAN OF PASEO DE VALENCIA APPROXIMATELY 125 FEET NORTHERLY OF CALLE DE LOS CABALLEROS

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

WHEREAS, Ericsson Inc., on behalf of AT&T ("the Applicant"), has filed an application for Conditional Use Permit No. 3-18-4146 to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located in the center median of Paseo de Valencia approximately 125 feet northerly of Calle de los Caballeros; and

WHEREAS, Conditional Use Permit No. 3-18-4146 is hereby found to be Categorically Exempt from CEQA pursuant to Section 15303 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures); and

WHEREAS, SCE has given their authorization for the proposed application for construction and operation of a new small cell communication facility on a streetlight standard owned by SCE; 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 12, 2018.

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

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

SECTION 2. That the required findings by the City for approval of Conditional Use Permit No. 3-18-4146 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan establishes goals and policies that encourage communication services to provide services using the best technology

available. Further, the General Plan encourages infill development that is sensitive to existing neighborhoods. The Applicant has shown a need to enhance cellular coverage in the surrounding area and proposes to locate an antenna on a replacement SCE streetlight standard. Small cell sites (micro cells or distributed antenna systems) are lightweight and low-power antenna solutions designed to bring necessary signal to the end user, when used in conjunction with traditional macro sites. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault. The result is an effective boost to AT&T's mobile network in the immediate vicinity, utilizing already existing infrastructure (a streetlight standard), with little to no visual impacts, consistent with the General Plan. The subject application is consistent with the General Plan by providing communication technology to the area and providing the least intrusive solution for placement of the antenna.

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

The small cell communication facility will be located on a new streetlight standard to replace an existing SCE streetlight standard in the public right-of-way in an office/commercial area in the VC district, adjacent to residential buildings in Laguna Woods. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault, resulting in little to no visual impact. The Applicant has provided an RF-EME study which models any potential RF-EME exposure. The study finds that the site will operate within FCC limits for safe exposure. RF energy emissions from small cell sites are significantly lower than in traditional macro sites. Additionally, the use will be conditioned to operate within required FCC parameters pertaining to the transmission of RF energy so as to ensure there is no harmful public exposure.

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 wireless communications facility will be located on a streetlight standard owned by SCE in the public right-of-way. The pole-mounted antenna and equipment will be shrouded at the top, above the light fixture for minimal visual impact. The ground equipment will be located in a small subterranean vault.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed site is within height limitations of the VC district and is located on a streetlight standard within the public right-of-way. A Communication Facility is a permitted use in the zoning district, subject to provisions in Chapter 9-58 of the Zoning Code. Design criteria are included in Chapter 9-58, including encouraging using alternative support structures, placing ground-mounted equipment underground, and screening the facility to the maximum extent feasible. The proposed small cell site accomplishes these requirements by using an SCE streetlight as an alternative structure for an antenna support, and concealing otherwise exposed equipment by completely enclosing it within a shroud designed to appear as part of the streetlight at the top of the pole, and placing ground-mounted equipment within an underground vault, providing the maximum screening for the facility possible.

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.
The wireless communications facility has been required to be designed in such a way as to minimize or avoid impacting the surrounding area to ensure compatibility with adjacent uses. The facility will be placed on a SCE streetlight standard and other equipment will be placed in an underground vault. These provisions, are necessary to provide the needed cellular service while ensuring compatibility with surrounding uses. In addition, the following conditions of approval establish additional limitations on the use and operation of the facility in the interest of preserving the public peace, health, safety and welfare:
 - *Condition 13 requires the Applicant to remove all equipment in the event the use ceases.*
 - *Condition 15 requires the Applicant to provide documentation that the facility is operating within required FCC parameters for EMF and RFR exposure within 90 days of commencement of the use.*
 - *Condition 18 requires the Applicant to maintain the facility in a “like new” condition to maintain the aesthetic quality of the improvements.*
6. That there are no reasonable design or location alternatives to the requested use that would have less adverse effects on the surrounding property or be less detrimental to the public health, safety and welfare.

The Applicant has submitted propagation maps indicating that the antenna is needed in order to increase data speeds on the network. Alternatives to this site would be the same type of installation on nearby streetlight standards in the public right-of-way to the same effect as the proposed installation. Another alternative would be to build a new monopole for a macro site somewhere in the vicinity to cover the coverage gaps and needed signal densification. A new monopole would have significantly greater visual impact than several small sites, such as the one proposed. Additionally, other than the minor visual effect of the 5-foot 6-inch shrouded vertical projection at the top of the light standard, the proposal has no adverse effects on the surrounding property, and the proposed installation will not be detrimental to

the public health, safety, or welfare. With regard to effect of RF-EME exposure, the Applicant has provided an RF-EME study demonstrating that the RF energy generated by the proposed site is within established FCC safety guidelines for exposure. When compared to a standard macro site with 12 or more antennas, the amount of RF emissions is significantly less. The Applicant has proposed that the ground equipment be located in an underground vault.

7. That the facility structures and equipment are located, designed and screened to blend with the existing natural environment or built surroundings so as to reduce visual impacts to the extent feasible considering the technological requirements of the proposed telecommunication services and the need to be compatible with the character of the community.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 3'9" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. The proposed design in the least visually impactful way to accomplish the goal of filling a service gap in AT&Ts wireless service, as demonstrated in the propagation maps.

8. That the facility is designed to blend with any existing supporting structures and does not substantially alter the character of the structure or local area.

The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 6'5" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. As such the proposed design incorporates the installation into the SCE light standard and does not substantially alter the character of the structure or the area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 3-18-4146 subject to the following conditions:

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, Ericsson Inc., AT&T, 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 refer to the Conditional Use Permit, CUP No. 3-18-4146, approved pursuant to this Resolution.
3. Unless the context dictates otherwise, whenever the term “Project” is used in the following Conditions of Approval, it shall refer collectively refer to the plans, studies, and exhibits submitted to the City by the Applicant to depict the improvements to be constructed as part of the Project, as modified by these Conditions of Approval for Conditional Use Permit No. 3-18-4146.
4. This approval constitutes approval of the 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. This Conditional Use Permit may be modified or revoked by the Planning Agency should the Agency determine, after a duly noticed hearing held in compliance with all applicable laws, including without limitation, the Federal Telecommunications Act and FCC rules and regulations, that the proposed use or conditions under which it is being operated or maintained are detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
7. 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.

8. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval of this Permit.
9. 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 exactions imposed on this project through the conditions of approval has begun.
10. 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.
11. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from June 12, 2018.
12. 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 Exemption.
13. The Applicant is required to completely dismantle and remove the wireless communication facility and all of its associated antennas and all equipment and infrastructure established and maintained on the subject property pursuant to this Permit if their use is abandoned, discontinued, or no longer providing service for a period of six months or more.
14. The Applicant shall cooperate with other wireless

communications providers in co-locating additional antennas, equipment or structures within the subject property provided said providers have received all required SCE approvals. The Applicant shall exercise good faith in co-locating with other wireless communications providers and sharing the permitted site, provided such shared use does not give rise to a substantial technical level or quality of service impairment of the permitted use (as opposed to a competitive conflict or financial burden).

15. Within ninety (90) days of commencement of operations of the wireless communications facility, the Applicant shall be required to provide a preliminary report and field report prepared by a qualified licensed civil engineer that shows the operation of the facility is in conformance with all applicable FCC standards and regulations, including, where incorporated by the FCC, the standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). Said report must be mailed or delivered to the City of Laguna Hills, Planning Division at 24035 El Toro Road, Laguna Hills, CA 92653.
16. The proposed wireless communications facility shall comply with all regulations set forth in Chapter 9-58 of the Laguna Hills Municipal Code regarding communication facilities.
17. The Applicant shall ensure equipment shroud is in a color and finish to match the light standard at time of Project completion and is maintained in a matching condition throughout the life of the facility.
18. The Applicant shall maintain all communications facility and antenna elements approved pursuant to this Permit in a "like new" condition and shall promptly repair, replace, or repaint elements as applicable within 90 days upon written notification from the Community Development Director.
19. Prior to any work occurring in the public right-of-way, the Applicant shall apply for and obtain an Encroachment Permit from the Public Services Department.
20. Prior to commencement of work the Applicant shall submit a site-specific traffic control plan, prepared by a Civil/Traffic Engineer, to the City Engineer for review and approval.
21. Prior to Encroachment Permit final, the Applicant shall replace damaged landscape and irrigation to the satisfaction of the City Engineer or reimburse the City for the cost of the same.
22. Prior to Encroachment Permit final, the Applicant shall remove

and replace existing banded traffic control signs from the existing standard to the new standard, if any.

23. Work on the project shall be completed between 9:00 am and 4:00 pm Monday through Saturday.
24. The Applicant shall be responsible for ensuring that all applicable building permits are obtained, as required by Section 105 of the 2016 California Building Code prior to commencement of any work for which a permit is required.
25. 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 California Building Code (construction documents).
26. Prior to the issuance of any building or grading permit, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
27. Applicant shall comply with all general construction Water Quality Ordinances, as required by City of Laguna Hills, Ordinance No. 2003-12.
28. Prior to the issuance of a building permit, the Applicant shall obtain approval from SCE for a separate meter for the improvements, and be responsible for ensuring separate building permits are obtained for the installation of any such meter. The meter shall be installed as required by SCE.
29. Applicant shall comply with all California Energy requirements, as required by the California Energy Commission at the time of document submittal for the purpose of permit issuance.
30. All construction shall comply with 2016 California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Codes, or the code applicable at the time of permit issuance.

PASSED, APPROVED, AND ADOPTED this 12th day of June, 2018.

MELODY CARRUTH, 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.
PA2018-xxx adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Att 1 Resolution of Approval [Revision 1] (1589 : CUP No. 3-18-4146)





**Location
Map**



**Existing Site
Conditions**



**Proposed Site
Build**



CRAN_RLOS_MSVJO_38

24453 Health Center Drive
Laguna Woods, CA 92653



**Location
Map**

CRAN_RLOS_MSVJO_38

24453 Health Center Drive
Laguna Woods, CA 92653



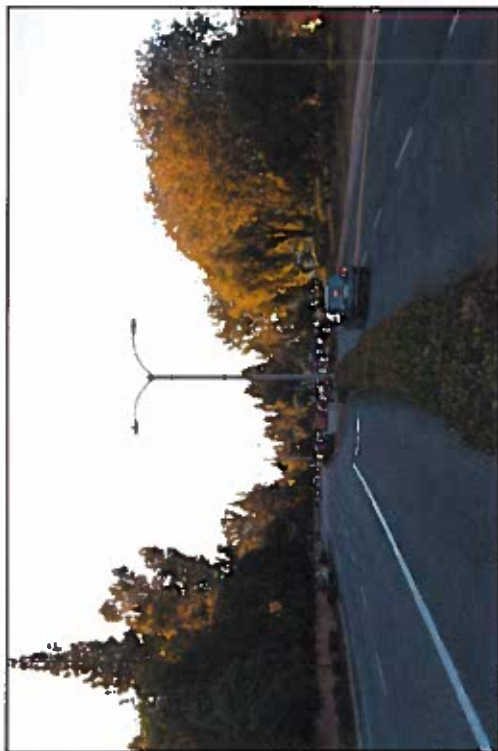
**Proposed Site
Build**



**Existing Site
Conditions**



**Location
Map**



**Existing Site
Conditions**



**Proposed Site
Build**

CRAN_RLOS_MSVJO_38

24453 Health Center Drive
Laguna Woods, CA 92653





Attachment 3

Propagation Maps

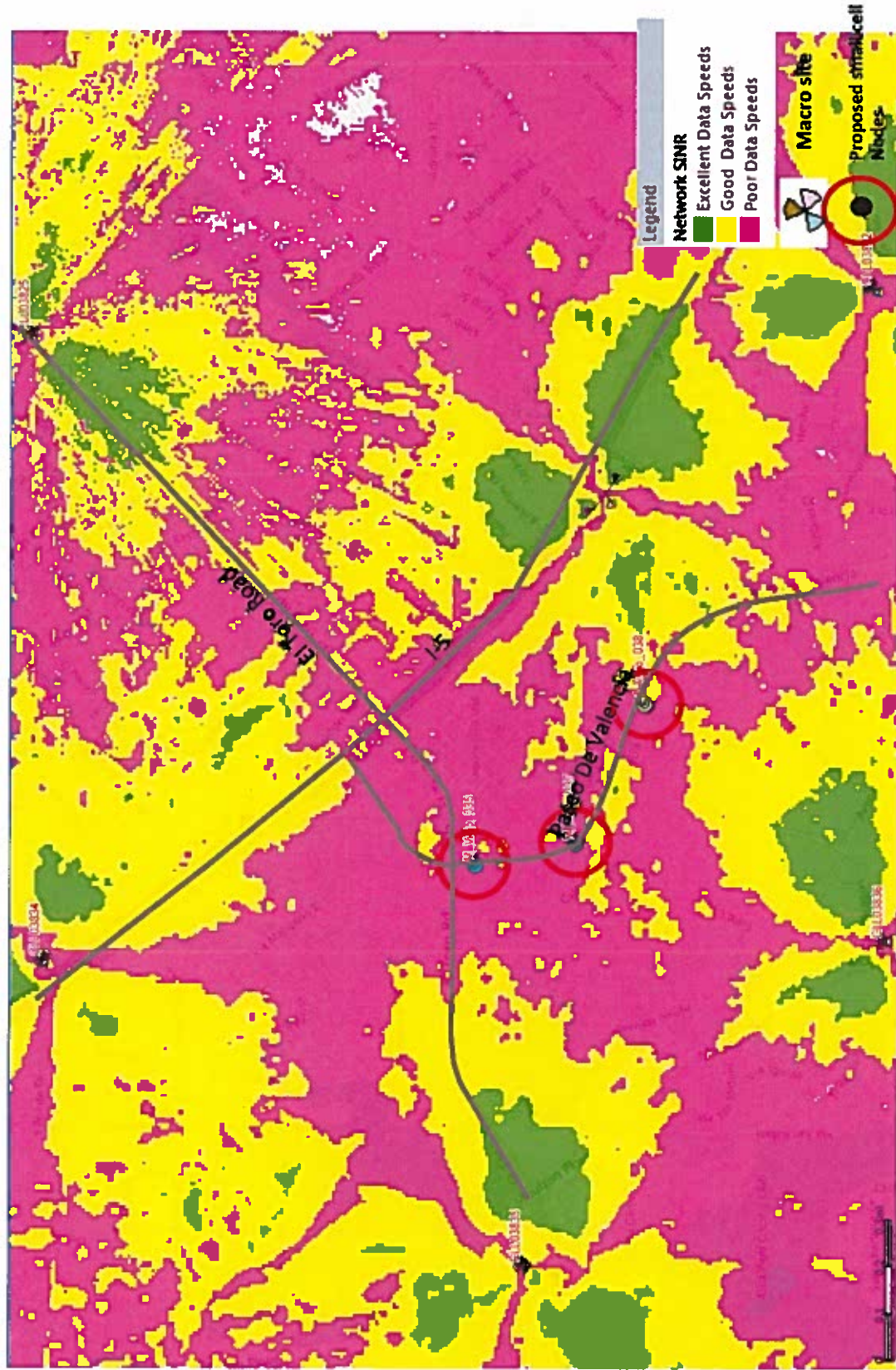
Attachment: Att 3 Propagation maps (1589 : CUP No. 3-18-4146)

CRAN_RLOS_MSVJO_035,037 and 038

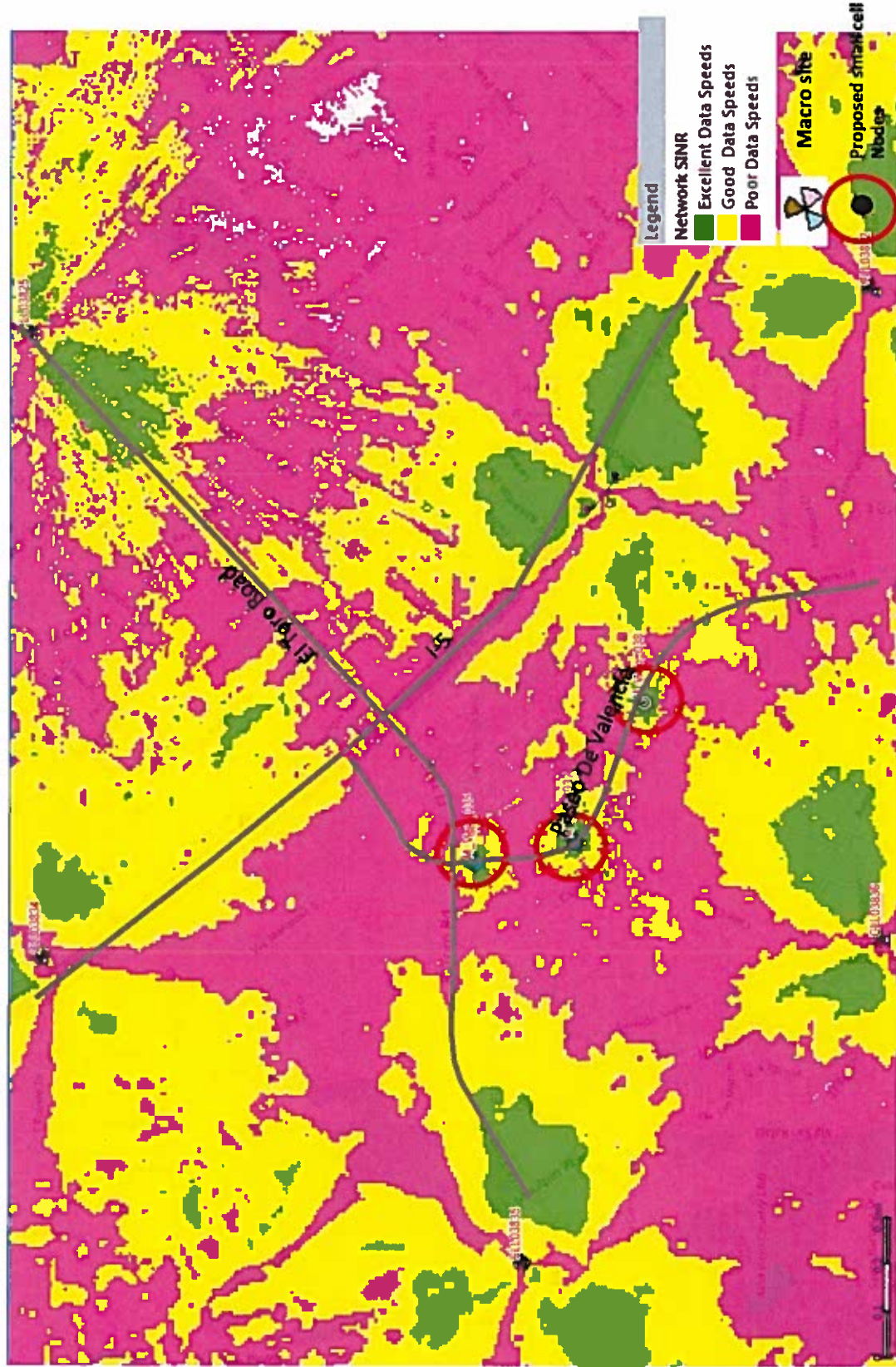
Propagation Maps for Node MSVJO_035,037 and 038 FEB, 2018



SINR_Coverage without Small cell



SINR_Coverage with Small cell



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Attachment: Att 3 Propagation maps (1589 : CUP No. 3-18-4146)





Attachment 4

RF-EME Compliance Report

Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

Site No. CRAN_RLOS_MSVJO_038
MRL0S045574
MSVJO 38B

Across from 24453 Health Center Drive
Laguna Woods, California 92653
Orange County
33.606733; -117.706992 NAD83
Light Pole

**The proposed AT&T installation will be in compliance with FCC regulations
upon proper installation of recommended signage.**

EBI Project No. 6218001419
March 8, 2018



Prepared for:

AT&T Mobility, LLC
100 W Alondra Blvd.
Gardena, CA 90248

Prepared by:



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APPENDICES

- Appendix A Personnel Certifications**
Appendix B Compliance/Signage Plan

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CRAN_RLOS_MSVJO_038 located at Across from 24453 Health Center Drive in Laguna Woods, California to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 1.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains a detailed summary of the RF EME analysis for the site, including the following:

- Site Plan with antenna locations
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

As such, the proposed AT&T installation is in compliance with FCC regulations upon proper installation of recommended signage and/or barriers.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014.

The following signage is recommended at this site:

- Install NOTICE decal around the bottom of the radome of the antenna.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. More detailed information concerning site compliance recommendations is presented in Section 4.0 and Appendix B of this report.

1.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

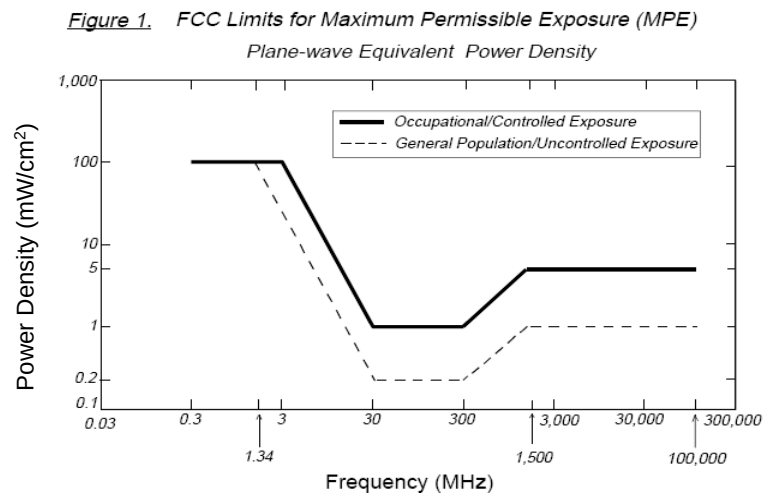
The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table I: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time [E]², [H]², or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6

Table 1: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
1,500-100,000	--	--	5	6
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

* Plane-wave equivalent power density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Freq. Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 3.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 4.0.

3.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofView® software to estimate the worst-case power density at the site ground-level resulting from operation of the antennas. RoofView® is a widely-used predictive modeling program that has been developed by Richard Tell Associates to predict both near field and far field RF power density values for roof-top and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by AT&T, and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. For this report, EBI utilized antenna and power data provided by AT&T and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. The assumptions used in the modeling are based upon information provided by AT&T and information gathered from other sources. There are no other wireless carriers with equipment installed at this site.

Based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

At the nearest walking/working surfaces to the AT&T antennas, the maximum power density generated by the AT&T antennas is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit).

A graphical representation of the RoofView® modeling results is presented in Appendix B. It should be noted that RoofView® is not suitable for modeling microwave dish antennas; however, these units are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. There are no microwaves installed at this site.

4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

Informational Signs		Alerting Signs	
	INFO 1		NOTICE
	INFO 2		CAUTION - ROOFTOP
	INFO 3		CAUTION - TOWER
	INFO 4		WARNING

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, and additional guidance provided by AT&T, the following signage is recommended on the site:

- Install NOTICE decal around the bottom of the radome of the antenna.

No barriers are required for this site.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at Across from 24453 Health Center Drive in Laguna Woods, California.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antennas to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site. There are no existing occupied buildings within 20 feet of the subject antenna installation. The MPE levels at this distance and beyond fall below the 1% of the FCC occupational and general public exposure limits.

Signage is recommended at the site as presented in Section 4.0 and Appendix B. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies.

6.0 LIMITATIONS

This report was prepared for the use of AT&T Mobility, LLC to meet requirements outlined in AT&T's corporate RF safety guidelines. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

Appendix A

Personnel Certifications

Attachment: Att 4 RF-EME Report (1589 : CUP No. 3-18-4146)

RF-EME Compliance Report
EBI Project No. 6218001419

Site No. CRAN_RLOS_MSVJO_038
Across from 24453 Health Center Drive, Laguna Woods, CA

Reviewed and Approved by:



sealed 8mar2018

Michael McGuire
Electrical Engineer

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the structure, as well as the impact of the antennas and broadcast equipment on the structural integrity of the structure, are specifically excluded from EBI's scope of work.

EBI Consulting

Attachment: Att 4 RF-EME Report (1589 : CUP No. 3-18-4146)

Preparer Certification

I, Ryan Eaton, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am familiar with the FCC rules and regulations as well as OSHA regulations both in general and as they apply to RF-EME exposure.
- I have been trained in on the procedures outlined in AT&T’s RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofView® modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.



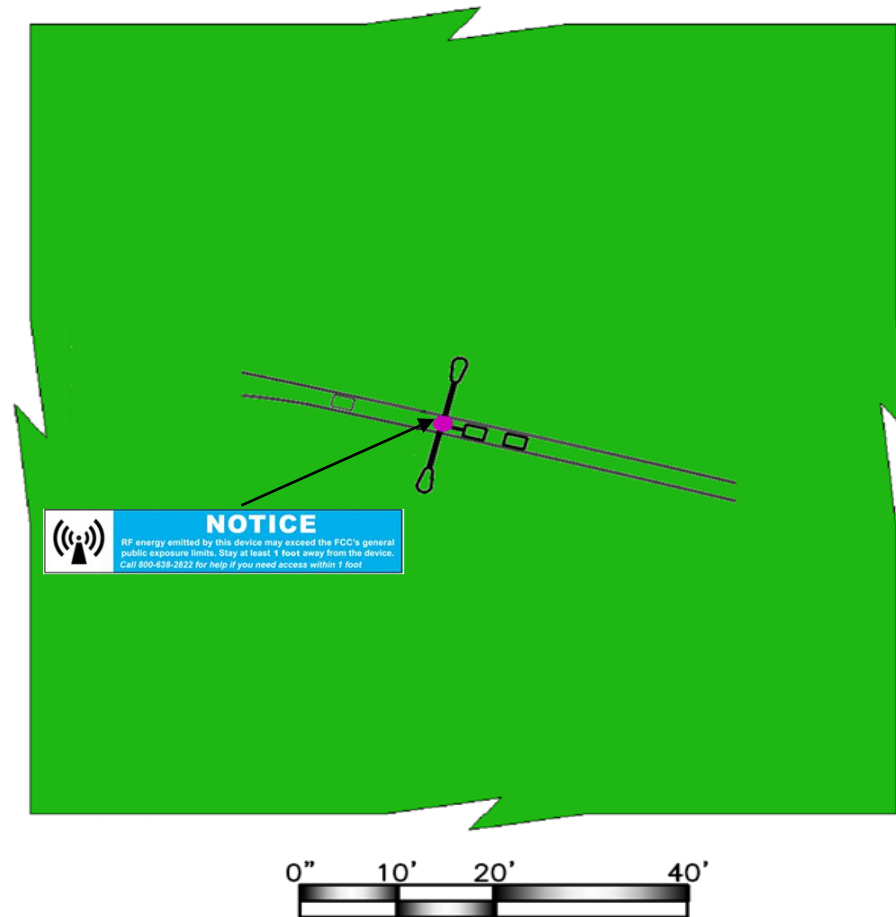
Attachment: Att 4 RF-EME Report (1589 : CUP No. 3-18-4146)

Appendix B

Compliance/Signage Plan

Attachment: Att 4 RF-EME Report (1589 : CUP No. 3-18-4146)

At the nearest walking/working surfaces to the AT&T antennas, the maximum power density generated by the AT&T antennas is approximately 0.60 percent of the FCC's general public limit (0.12 percent of the FCC's occupational limit).



% FCC Public Exposure Limit

	Exposure Level $\geq 5,000$
	$500 < \text{Exposure Level} \leq 5,000$
	$100 < \text{Exposure Level} \leq 500$
	Exposure Level ≤ 100

Sign Identification Legend

	Denotes AT&T Information Sign 1		Denotes AT&T NOTICE Sign
	Denotes AT&T Information Sign 2		Denotes AT&T CAUTION Sign
	Denotes AT&T Information Sign 3		Denotes AT&T CAUTION Tower Sign
	Denotes AT&T Information Sign 4		Denotes AT&T WARNING Sign

AT&T Antennas

Compliance/Signage Plan

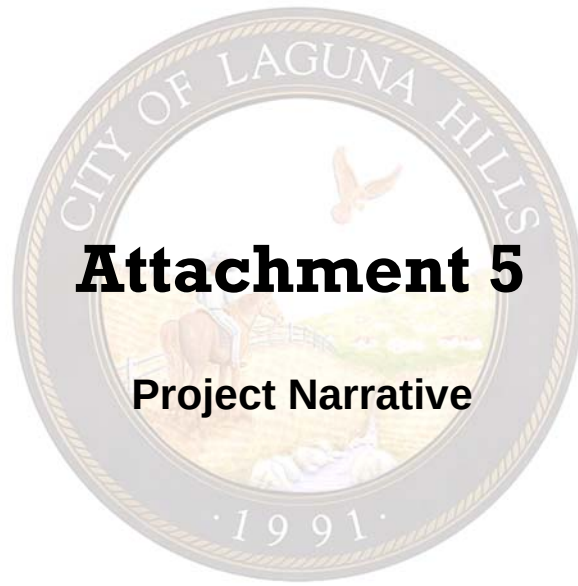
Facility Operator: AT&T Mobility

Site Name: MSVJO 38B

AT&T Site Number: CRAN_RLOS_MSVJO_038

USID Number: 188406

Report Date: 05-08-18



Attachment 5

Project Narrative

**AT&T Mobility
Small Cell Project
Site Name: CRAN_RLOS_MSVJO_038**

Background

AT&T Mobility (AT&T) mission is to connect people with their world everywhere they live, work and play. AT&T delivers advance mobile services, high speed internet and smart solutions for people and business. AT&T is the global leader in Technology, Media and Telecommunications industry and is committed to the development, growth and improvement of communications in the United States. AT&T is a nationwide wireless service provider located throughout the United States and in U.S. territories. Millions of wireless connections take advantage of the company's mobile products and services. AT&T is committed to improve the customer experience of their hand-held devices, portable computing, and connected automobiles. The company's commitment is to have a robust network of cell sites that could bring faster data speeds and voice connectivity.

AT&T Mobility is a Telephone Corporation registered with the California Public Utilities Commission. The CPUC registration number is U 3060 C. As a Telephone Corporation, AT&T has a legal right to access public right of way under Section 7901 of the California Public Utilities Code.

Mobile Wireless Services

Traditional macro sites are the fundamental building blocks needed for the provision of wireless voice services and high-speed mobile internet. AT&T uses high-band and low-band spectrum to provide wireless service. Each spectrum band has different propagation characteristics, which may experience varied noise or signal interference at a given location. To increase the service quality and reduce noise and interference to the customer, AT&T uses multiple layers of its licensed spectrum to bring its facilities closer to the end user. Signal interference created by environmental clutter or noise from surrounding sources, degrades the signal quality in a manner that affects data rates, service quality, and ultimately coverage. Placing facilities closer to the end user creates smaller coverage cells that produce faster data rates and produces a more efficient use of the limited spectrum.

Adding macro sites has been the typical design solution to increase coverage, capacity and to off-load existing cell sites in the network. This design alternative consists of multiple antennas mounted to a large support structure and a base station of several radio cabinets. The topography of a given area, dense concentration of buildings, the lack of available real estate, the high construction costs and other environmental factors has made it more difficult to bring wireless services closer to the end user in order to reduce weak signals and noise interference, and to increase the data rates which support existing and future demands for optimal user experience of mobile devices.

AT&T solution to increase the densification of wireless signals and coverage capacity of its network in any given geographical area is the implementation of small cells within the public rights of way. Small cells are lightweight and low power antenna solutions designed to cover a radius of up to 1,500 feet. The typical configuration is a single omni directional antenna or a set of small antennas mounted to existing right-of-way infrastructure, including utility poles, replacement streetlights or other infrastructure. Remote radios are also used with the omni-directional antenna to connect the small cell to nearby macro locations or head-end stations via fiber connections. Small cell installations are non-intrusive to the local community and can easily blend-in with the natural urban or suburban landscape.

Project Description

AT&T engineers have identified several locations in Laguna Hills that require stronger signal densification in order to increase throughput rates and to meet the existing and future demands. These locations are shown on the enclosed Small Cell Network map, which includes approximate coverage for each location shown in red circles. Additional areas may be identified in the future as the engineers continue to monitor the network service quality and capacity.

The subject project is located on the median of Paseo De Valencia, east of Health Center Drive. AT&T proposes to replace an existing concrete style street light with a similar pole that will serve as a support structure for an omni-directional antenna and associated radios, while also still serving as a typical streetlight. AT&T has an approved Southern California Edison design for replacement of its streetlights that substantially reduces visual impacts of a typical cell site installation. This solution will provide the needed signal densification to this area for optimal customer experience, while blending with the existing street landscape.

The project scope will consist of the following:

- Removal and replacement of a streetlight by SCE.
- Installation of a single omni-directional antenna.
- Installation of four remote radio units and raycap disconnect switch within a shroud.
- Installation of power and fiber hand holes.

This proposal is the least intrusive design proposed by AT&T for small cells in right-of-way location. All portions of the antenna, radios, disconnect device will be fully screen within a cylindrical shroud. The overall antenna system will be painted a gray color to match. Plans depicting the replaced street light pole location, height and style with the new wireless antenna installation are attached. Photo simulations that show the final antenna and pole installation are also attached for city staff's review.

Conformance with FCC Regulations

The proposed low powered antenna installation attached to a replaced SCE streetlight will comply with FCC standards and regulations. A Radio Frequency report was prepared for the proposed installation and is enclosed for staff's review.

Construction and Maintenance

Construction of the proposed project will take approximately 30-days. All construction will be done in a manner that minimizes impact to residents and business in the area. Existing underground or overhead power and fiber connections will be used with minimal trenching. Directional boring will be used when deemed appropriate for each specific location.

Maintenance of the subject facility is minimal. The majority of the monitoring is done from AT&T's switching offices. If needed, a site visit to change any radio equipment will be coordinated with the existing utility providers and city.

Project Code Compliance

The subject project complies with the City of Laguna Hills Wireless Communications Facilities Ordinance Chapter 9-58 in the following ways:

1. The proposed wireless facility is a small cell installation to be installed on a replaced SCE streetlight in the public right-of-way.
2. The project is allowed subject to the city's approval of a Conditional Use Permit and Encroachment Permit. The proposed installation will not interfere with the use of the existing right-of-way. No ground mounted equipment is proposed.
3. The proposed facility is a low powered antenna designed to work in conjunction with other small cell sites in the area and to off-load capacity from an existing macro facility. The installation will comply with applicable regulations of the Federal Communications Commission as demonstrated in the enclosed RF study.
4. As stated in the project description, the purpose for the deployment of small cells is to increase the signal quality and capacity to the identified commercial development in this portion of Laguna Hills. As such, implementation of the small cell project will reduce a data signal gap that currently existing at this location.
5. The applicant will conform to all City of Laguna Hills requirements.

Site Preferred Location and Alternative Analysis

As noted above, the purpose for the proposed small cell installation on the SCE pole located on Paseo De Valencia is to provide the needed coverage and signal densification

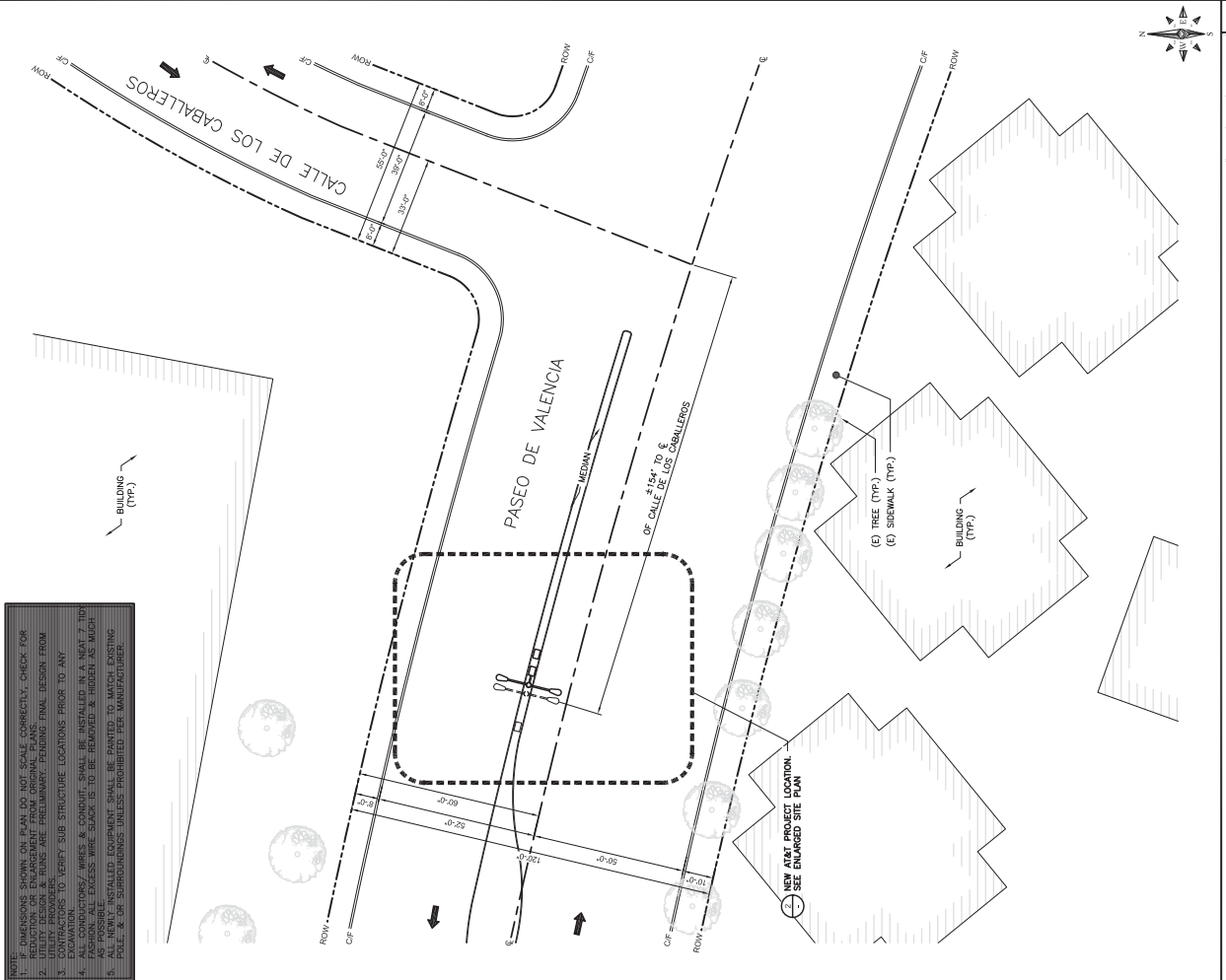
as shown on the coverage maps. There are no preferred locations that would satisfy the coverage objectives. Therefore, no alternative analysis is being provided for this type and scale antenna installation within the public right-of-way. Alternatives to this proposal would generally include building additional towers in the general area, which would create a greater visual impact to the community.



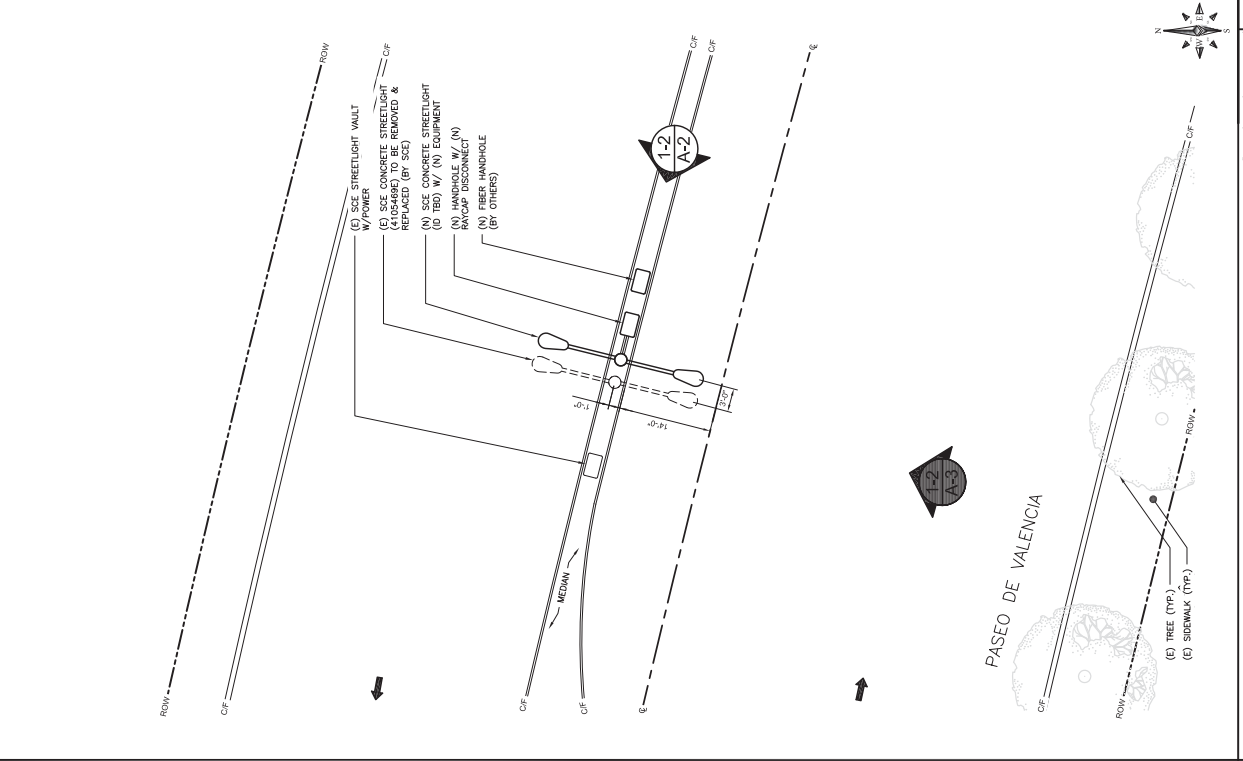
[illegible]

[illegible]

NOTE: DIMENSIONS SHOWN ON THIS DRAWING SHALL BE CHECKED FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
 1. CONTRACTORS TO VERIFY SUB-STRUCTURE LOCATIONS PRIOR TO ANY CONSTRUCTION.
 2. ALL CONDUITS/ WIRING & CONDUIT SHALL BE INSTALLED IN A MANNER THAT ALL EXCESS WIRE SLACK IS TO BE REMOVED & HIDDEN AS MUCH AS POSSIBLE.
 3. ALL NEWLY INSTALLED EQUIPMENT SHALL BE PAINTED TO MATCH EXISTING EQUIPMENT.
 4. ALL NEWLY INSTALLED EQUIPMENT SHALL BE PROTECTED PER MANUFACTURER'S INSTRUCTIONS.



SITE PLAN
 24"x36" SCALE: 1" = 20'-0"
 11"x17" SCALE: 1" = 40'-0"



ENLARGED SITE PLAN
 24"x36" SCALE: 1/8" = 1'-0"
 11"x17" SCALE: 1/16" = 1'-0"

330 COMMERCE STE. 200
IRVINE, CA 92602

1807 SALLIE AVE. SUITE 100
SAN CLEMENTE CA 92673 949-847-1804

DRAWN BY:

CHECKED BY:

DATE

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DESCRIPTION

DATE

100% CONSTRUCTION

100% CONSTRUCTION

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ERICSSON
330 COMMERCE STE. 200
IRVINE, CA 92602

M SQUARE WIRELESS
1807 SALLIE AVE STE 100
SAN CLEMENTE CA 92673 (949) 487-1804

DRAWN BY: DGM
CHECKED BY: MM

REV	DATE	DESCRIPTION
D	02/16/18	100% CONSTRUCTION
C	02/05/18	100% CONSTRUCTION
B	01/05/18	95% CONSTRUCTION
A	11/22/17	90% CONSTRUCTION

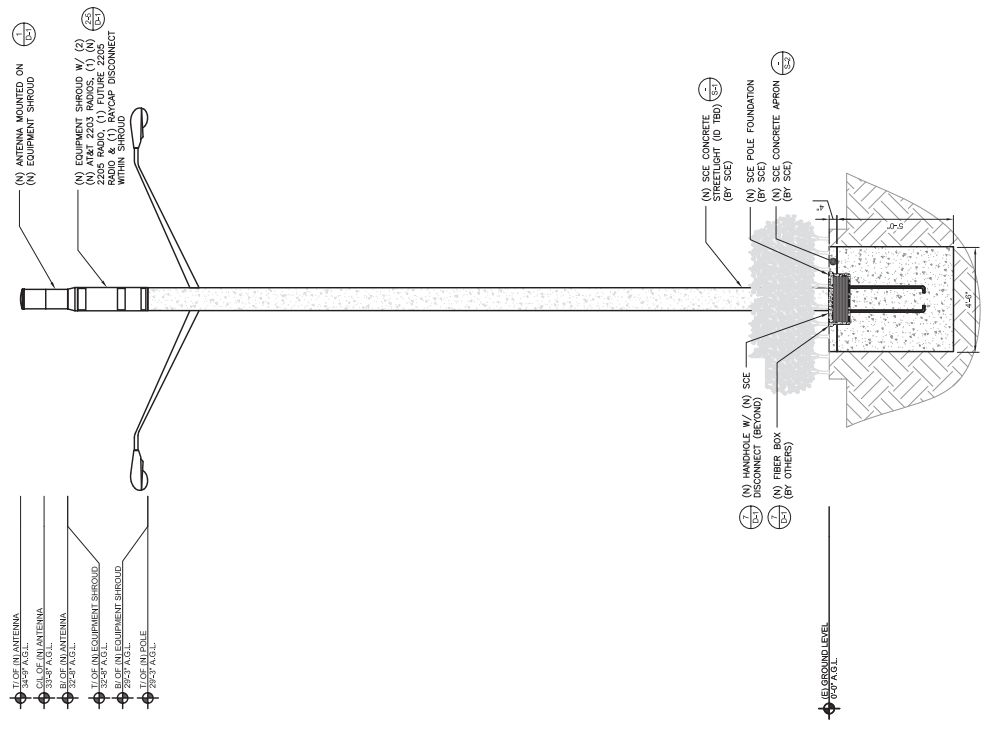
IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

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ACROSS FROM 24453
MELISSA STREET
LAGUNA WOODS, CA, 92653

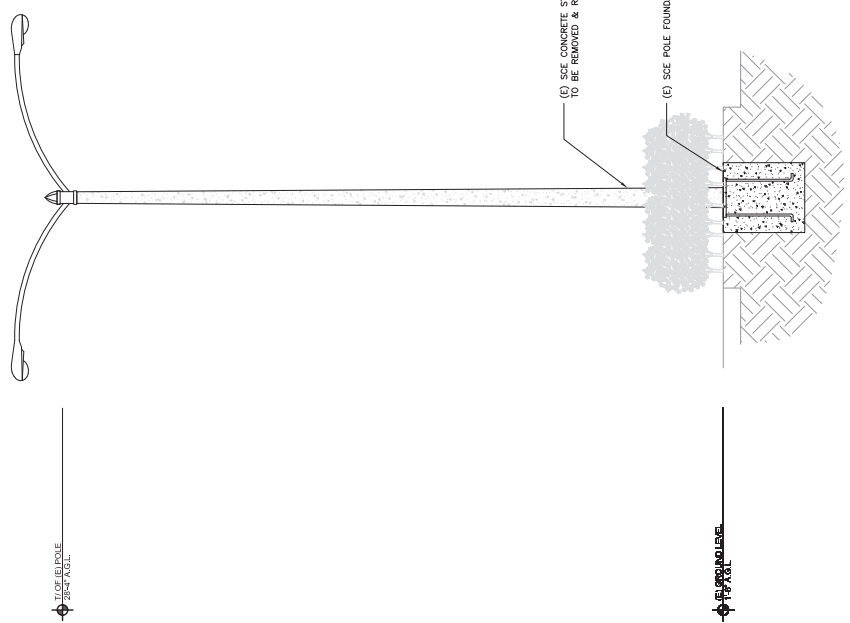
SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-2

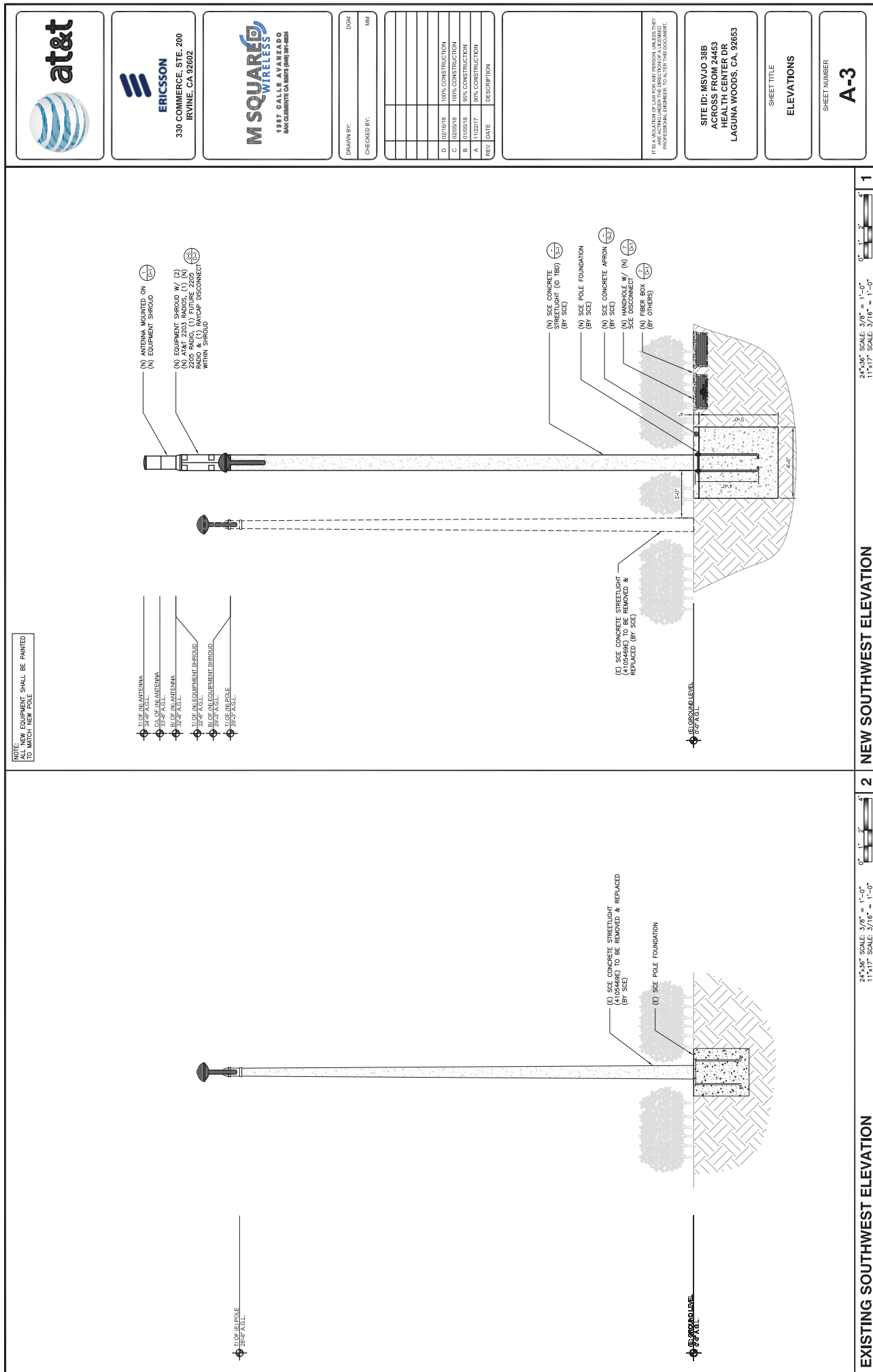
NOTE:
ALL NEW EQUIPMENT SHALL BE PAINTED
TO MATCH NEW POLE

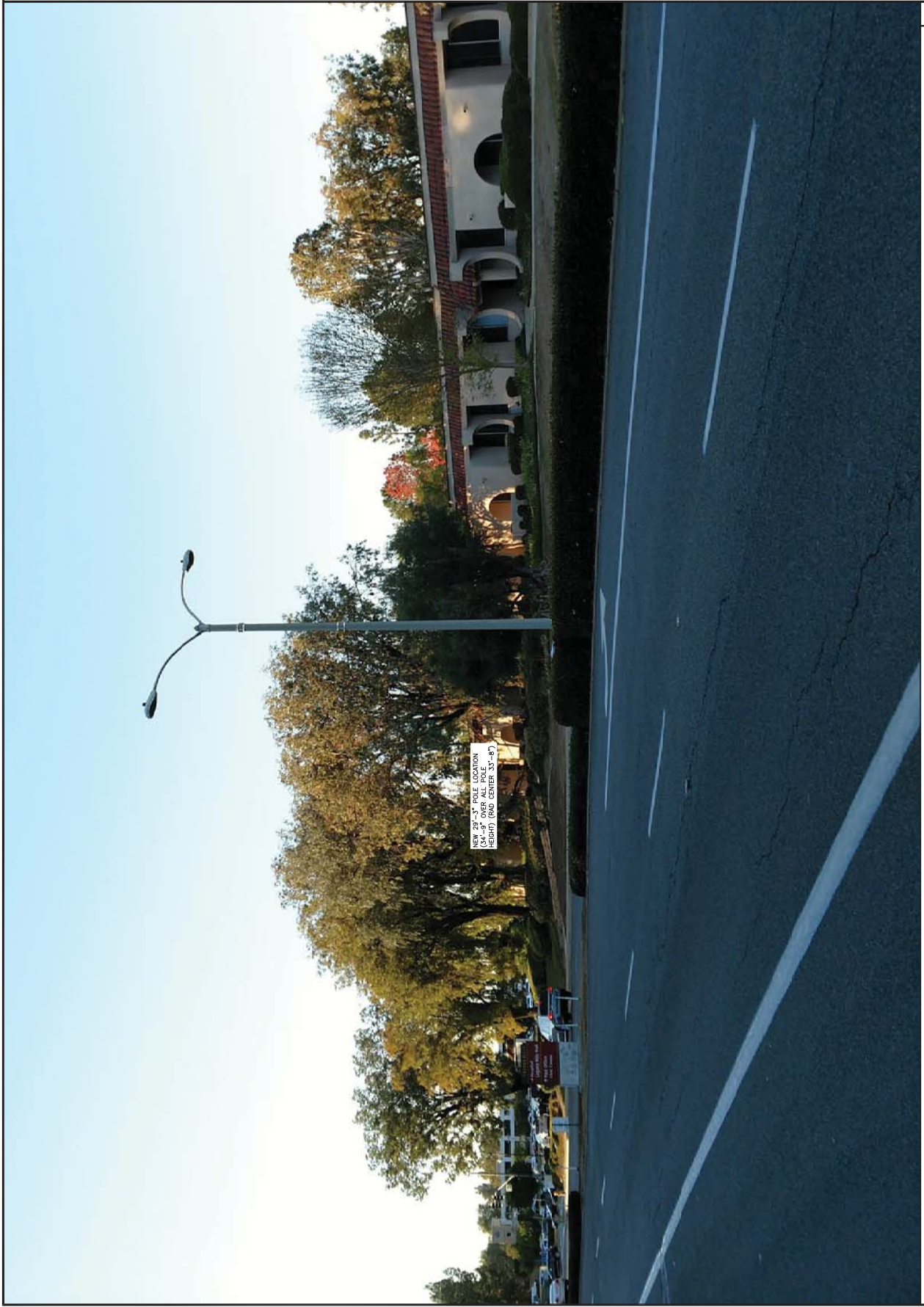


1 NEW NORTHWEST ELEVATION
24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"



2 EXISTING NORTHWEST ELEVATION
24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"





PROPOSED SITE LOCATION LOOKING SOUTHEAST

1



ERICSSON
330 COMMERCE STE. 200
IRVINE, CA 92602

MSQUARE WIRELESS
1807 SALLIS AVE STE 200
SAN CLEMENTE CA 92673 (949) 494-1804

DRAWN BY: DOM
CHECKED BY: MM

REV	DATE	DESCRIPTION
D	02/26/18	100% CONSTRUCTION
C	02/26/18	100% CONSTRUCTION
B	01/25/18	95% CONSTRUCTION
A	11/22/17	90% CONSTRUCTION

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SITE ID: MSVJO 388
ACROSS FROM 24453
LAKEVIEW DRIVE
LAGUNA WOODS, CA, 92653

SHEET TITLE
SITE IMAGE

SHEET NUMBER
A-4

AVAILABLE FROM EXCEL AND DECAL:
http://www.weneedsigns.com/home.php?cal+1135
AND CLICK ON AT&T
PH: 510-651-0445
N01-DC-16 1"x6" NOTICE DECAL
"For 1 Foot Distance" VINYL DECAL WITH ADHESIVE
BACKING



NOTICE

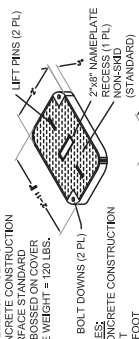
RF energy emitted by this device may exceed the FCC's general
limit for unlicensed devices. For more information on FCC rules,
Call 800-638-5822 for help if you need access within 1 foot.

Place three NOTICE stickers at the bottom of the
radiator at 0°, 120°, 240° for each antenna.

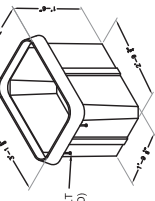


OMNI ANTENNA DISCLAIMER LABEL

COVER FEATURES:
• STANDARD LOAD RATING: 20,000 LBS. WHEEL LOAD
• 2 BOLT DOWN LOCATIONS
• STAINLESS STEEL BOX INSERTS
• POLYMER CONCRETE CONSTRUCTION
• LIGHTWEIGHT
• STACKABLE FOOT
• APPROXIMATE WEIGHT = 120 LBS.



COVER FEATURES:
• POLYMER CONCRETE CONSTRUCTION
• LIGHTWEIGHT
• STACKABLE FOOT
• APPROXIMATE WEIGHT 168 LBS.



(OR APPROVED EQUAL)

HANDHOLE

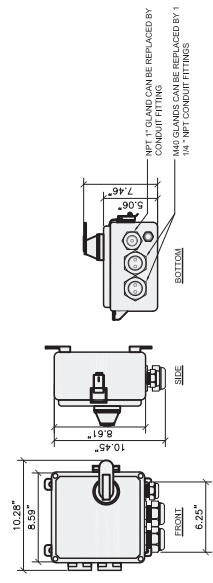
24"x36" SCALE: NS
11"x17" SCALE: NS

NOT USED

24"x36" SCALE: NS
11"x17" SCALE: NS

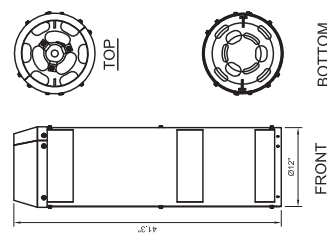
RAYCAP DISCONNECT

24"x36" SCALE: NS
11"x17" SCALE: NS



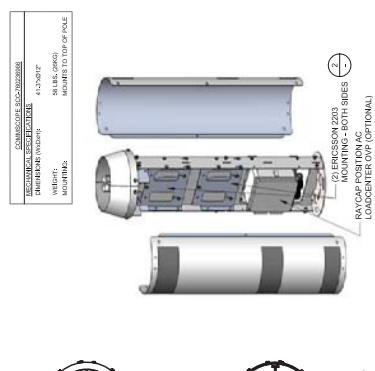
EQUIPMENT SHROUD

24"x36" SCALE: NS
11"x17" SCALE: NS



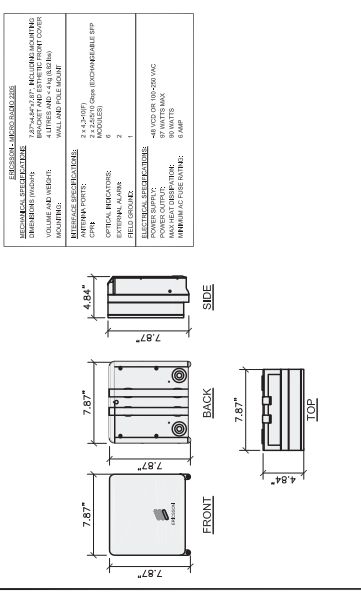
MICRO RADIO 2203

24"x36" SCALE: NS
11"x17" SCALE: NS



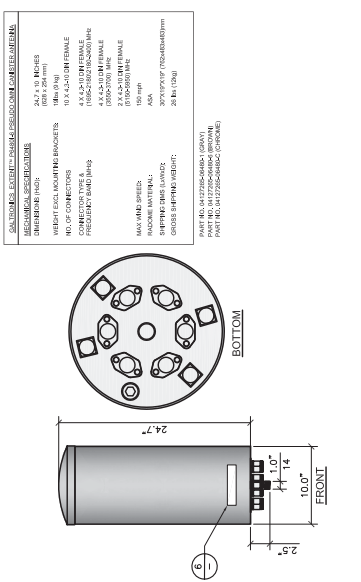
MICRO RADIO 2205

24"x36" SCALE: NS
11"x17" SCALE: NS



GALTRONICS P6480-6 OMNI ANTENNA

24"x36" SCALE: NS
11"x17" SCALE: NS



330 COMMERCE STE. 200
IRVINE, CA 92602

1887 SALLIE KRAWcheck
SAN CLEMENTE CA 95073 (951) 891-1887

DRAWN BY:
CHECKED BY:
DOM
MM

D	02/19/18	100% CONSTRUCTION
C	02/05/18	100% CONSTRUCTION
B	01/05/18	85% CONSTRUCTION
A	11/22/17	50% CONSTRUCTION
REV	DATE	DESCRIPTION

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ARE A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 38B
ACROSS FROM 24453
SANTA ANITA BLVD
LAGUNA WOODS, CA, 92653

SHEET TITLE
DETAILS

SHEET NUMBER
D-1





330 COMMERCE STE. 200
IRVINE, CA 92602



1800 F. SALLIS
SAN CLAYTON, CA 90703

DRAWN BY: DOM
CHECKED BY: MH

REV	DATE	DESCRIPTION
D	02/19/18	100% CONSTRUCTION
C	02/05/18	100% CONSTRUCTION
B	01/05/18	95% CONSTRUCTION
A	11/22/17	90% CONSTRUCTION

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SITE ID: MSVJO 388
ACROSS FROM 24453
LAKELAND BLVD
LAGUNA WOODS, CA 92653

SHEET TITLE
POLE FOUNDATION
DETAILS

SHEET NUMBER
S-2



Underground Structures Standards

Scope MC 890.3 Electroliner Foundation Requirements

Table MC 890-1: 70 MPH Wind Zone, Constrained Surface Condition

Soil Type	Fiberglass, Concrete, or Steel				Neostalgic			
	23" Shaft		28" Shaft		All Poles		Merbelle	
Per UBC ^a	H	D	H	D	H	D	H	D
I. Massive Crystalline Bedrock	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	24" dia.
II. Sedimentary and Foliated Rock	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
III. Sandy Gravel, Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
IV. Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
V. Clay, Silty Clay, Silty Clay Gravel, Sandy Clay, Silty Clay Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"

^a Uniform Building Code — 1991

- Note(s):
1. H = Depth of footing
 2. D = Diameter of round footing or the side dimension of square footing.

Table MC 890-2: 70 MPH Wind Zone, Non-Constrained Surface Condition

Soil Type	Fiberglass, Concrete, or Steel				Neostalgic			
	23" Shaft		28" Shaft		All Poles		Merbelle	
Per UBC ^a	H	D	H	D	H	D	H	D
I. Massive Crystalline Bedrock	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	20" dia.	2'-6"	24" dia.
II. Sedimentary and Foliated Rock	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
III. Sandy Gravel, Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
IV. Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"
V. Clay, Silty Clay, Silty Clay Gravel, Sandy Clay, Silty Clay Gravel	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"	2'-6"	30" x 30"

^a Uniform Building Code — 1991

- Note(s):
1. H = Depth of footing
 2. D = Diameter of round footing or the side dimension of square footing.

Approved by: [Signature]

Effective Date: 10-26-2012

What's Changed? The acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.

MC 890

Sheet 3 of 4

UGS

► SCE Public ◀

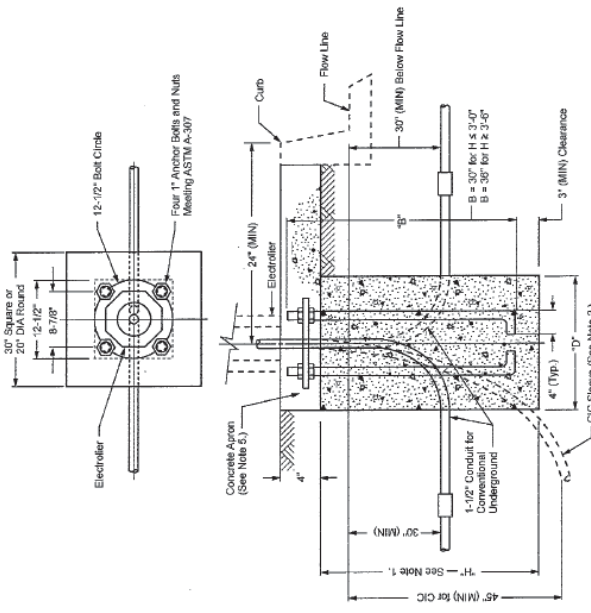


Underground Structures Standards

MC 890 Foundation Detail for Fiberglass Neostalgic, Fiberglass, Steel, or Concrete Electroliners

Scope MC 890.1 Electroliner Foundation Detail

Figure MC 890-1: Electroliner Foundation Detail



- Note(s):
1. The footing depth will vary depending on the type of soil and wind loading requirements. Consult local government agency for specific requirements.
 2. Foundation shall be installed after conduit or C/C (for Underground Service), curbs, and sidewalks are in place and grades are established.
 3. 1-1/2\"/>
 4. Concrete to reach a minimum compression strength of 2800 psi in 28 days. See UGS 20.3.
 5. Place a minimum size concrete apron of 30\"/>

Approved by: [Signature]

Effective Date: 10-26-2012

What's Changed? The acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.

MC 890

Sheet 1 of 4

UGS

► SCE Public ◀

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 12, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to Allow Apiaries as a Permitted Use in the Estate Residential District, Subject to Certain Provisions, and to Add Property Maintenance Standards Related to Apiaries.

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing; and, (2) 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 Zone Text Amendment No. 8-17-3966, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Modifying Chapters 9-04 (Definitions), 9-10 (Zoning Districts Established), 9-12 (Estate Residential District), and 9-74 (Property Maintenance) to allow apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to apiaries".

SUMMARY:

Apiaries are facilities for the keeping/maintenance of honeybees and are currently permitted in the Estate Residential (ER) zoning district with approval of a Conditional Use Permit (CUP). The City has been made aware of apiaries located on certain private residential properties within the ER district which are unpermitted. After completing an evaluation of the current permitting requirements, staff identified process improvements involving modifying the requirement from a CUP to an administrative

registration process. The proposed changes would identify the establishment of apiaries as a permitted accessory use in the Estate Residential district, require registration of apiaries with the Community Development Department, and establish property maintenance standards related to apiaries as well as update and add definitions related to apiaries.

BACKGROUND:

Apiaries are facilities for the keeping/maintenance of honeybees. The benefits of beekeeping include healthier, more docile bee populations, fewer Africanized bees, pollination for local plants, trees, and crops, honey production, and recreational enjoyment for the beekeeper. These benefits do not come without risks, primarily that the bees can sting. Stinging incidents, which occur whether or not honeybees are being kept domestically, can be caused by a variety of factors, including Africanized hives (causing more aggressive bees), disturbances to hives resulting from improper placement or working of the hives, or placement of hives too close to high activity areas where the chances of disturbance are increased. A properly sited and maintained apiary can nearly eliminate the risk of stinging incidents. With the honeybee population declining and the important role honeybees serve, many jurisdictions are re-evaluating their rules to address apiaries in urban and sub-urban settings, and modifying their current permitting requirements.

Laguna Hills is situated well geographically to support an active honeybee population with its wealth of flowering plants and fruit trees. The City's ER zoning district is characterized by large-lot, equestrian-oriented, single-family residential neighborhoods in hillside areas. All of the subject residential properties that benefit from the proposed changes are within the Nellie Gail Ranch and Moulton Ranch Homeowners Associations. Typical lots in the ER district range from a 0.25-1.25 acres and include lots as large as 5 acres. Because of the large lot sizes, these properties can be ideal for keeping domesticated farm animals, and also provide an opportunity for beekeeping.

Apiaries are currently permitted in the ER zoning district with approval of a CUP. This was an existing regulation for this district under the County's zoning code which the City adopted upon incorporation (County of Orange Zoning Code Section 7-9-65.4, E1 "Estates" District principal uses permitted subject to a use permit). Despite the fact that apiaries have always required a CUP in the ER district, the City has no record of any applications for apiaries or approved CUPs for apiaries. Earlier this year, the City was contacted regarding an apiary on private property, which may have been the source of bees that were involved in a stinging incident on an adjacent private equestrian trail. Subsequently, the City has been made aware of at least two other apiaries located on private properties within the ER district. This prompted staff to evaluate how the Zoning

Code currently addresses apiaries and the appropriateness of the required permitting procedures.

Regulation and permitting of apiaries varies widely among other jurisdictions in Southern California. Not all jurisdictions address apiaries or beekeeping, and some that do, only allow it as a commercial or education operation, and in those cases typically require a CUP. Among the ones that do allow “backyard beekeeping,” as in the ER zone, permitting varies from no permit required, to an apiary “registration” permit, to an animal permit. Staff found only one jurisdiction in the county that required a CUP for “backyard” apiaries (Yorba Linda).

PROPOSAL:

The proposed zone text amendment would continue to permit apiaries in the ER zoning district, but would require an administrative registration instead of a CUP, and amend the definition of apiary to be specific to non-commercial beekeeping on private property. A CUP requires a large initial deposit (\$7,574.40) and a noticed public hearing before the Planning Agency. CUPs are typically associated with commercial uses. Since a majority of beekeepers in residential areas are hobbyists, with no commercial component, the deposit currently required for a CUP is prohibitive for many applicants.

The purpose of a CUP is to place operating conditions over land uses that would otherwise have a detrimental effect on the community as a result of excessive noise, odors, or other undesirable characteristics. For apiaries, the City’s existing regulations to require a CUP originated from the County of Orange zoning code, which was subsequently adopted by the city upon its incorporation in 1991. While staff is not aware of the County’s specific reasons for requiring a CUP for apiaries, it’s likely a CUP was required to ensure beekeepers implemented proper care and maintenance of hives and minimize the risks of adverse bee behaviors, such as swarming.

Given the knowledge we have about the importance of bees to humans and our ecosystem, the current crisis facing honey bee populations (as discussed in the “Background” section, above), and the relative low risk honeybees pose to the health and safety of residents, staff believes the current requirements for a CUP can be replaced to instead require owners to register their apiaries and implement best management practices to maintain their hives. Staff recognizes that honey bee stings constitute a significant danger to individuals with an anaphylactic reaction to them (severe allergy), backyard apiaries do not significantly increase that risk. Honey bees exist in our area whether “kept” by beekeepers or not, and in fact, beekeepers usually go to significant lengths to ensure their bees do not exhibit problematic behaviors (swarming, excessive defensiveness, etc.), as these behaviors result in problems for the beekeeper, including losing their bees (absconding). Staff’s goal in modifying the City’s

regulations was to make beekeeping a practice that can reasonably be permitted on large-lot residential properties, while promoting responsible beekeeping practices that promote a docile, useful honey bee population, and prevent to the extent feasible nuisance bee behaviors.

The proposed changes would list apiaries as a permitted accessory use in the Estate Residential district, require annual registration of apiaries with the Community Development Department, and establish property maintenance standards related to apiaries as well as update and add definitions related to apiaries. Registration and maintenance of an apiary would require compliance with “Backyard Beekeeping Administrative Regulations” (see Attachment 3). These Administrative Regulations range from ideal siting attributes to maintenance practices. In addition to the best management practices identified, staff has limited the number of hives to no more than four.

Prior to the establishment of an apiary, adjoining property owners would be notified in writing of the proposal by staff. As with a CUP, any complaints associated with a registered apiary would still be reported to Code Enforcement so that the City can check to ensure the applicant is adhering to the administrative regulations and property maintenance standards. Staff has incorporated proposed property maintenance standards in LPMC 9-74 (see Attachment 2). Should major problems arise, a registration could be revoked or not renewed, unless corrected by the owner.

In reviewing the options the City had for evaluating apiaries on residential properties, staff surveyed all adjacent cities (Laguna Woods, Laguna Niguel, Aliso Viejo, Irvine, Lake Forest, and Mission Viejo), nearby cities that have recently updated their regulations related to beekeeping (Santa Ana and Fullerton), as well as other nearby jurisdictions that address apiaries or beekeeping in their Municipal Codes (Laguna Beach, Yorba Linda, County of San Diego, City of San Diego, Santa Monica, and City of Los Angeles). Staff also researched bees as a species and their various behaviors and activities. Staff has spoken with residents and others with an interest in the topic and has received written comments from many members of the public (see “Public Comment” section and Attachment 5).

Based on staff research, it is undeniable that the honey bee is vital to the health and success of flowering plants, fruit trees, and many agricultural crops and home gardens in our area. Furthermore the California Department of Food and Agriculture has declared that a healthy and vibrant apiary industry is important to the economy and welfare of the people of the State of California. It is also well documented that Colony Collapse Disorder is causing a drastic decline in domesticated honeybee populations worldwide. Backyard beehives have been shown to be one step in reversing this trend.

Even though the importance of honey bees is well documented and reinforced by both the Federal and State Government (US Department of Agriculture and the CA Department of Food and Agriculture), there are no standard regulations related to backyard beekeeping. It is left up to each local municipality how to handle the issue. As previously mentioned, two other Orange County cities recently amended their regulations to be more permissive regarding backyard apiaries - Fullerton and Santa Ana. The modifications staff proposes closely mirror the adopted changes in Fullerton, where their staff worked with faculty from Cal Poly Pomona to come up with a Beekeeping Best Management Practice document (which is similar in content and purpose to staff's proposed Backyard Beekeeping Administrative Regulation document).

Should the proposed Ordinance (Attachment 1) and the proposed Backyard Beekeeping Administrative Regulations (Attachment 3) be adopted, potential beekeepers would need to fill out the registration application available from the Community Development Department (at the Planning counter and on the City website). The registration application has several components:

- Applicant information. The applicant must reside at the property as the definition of apiary as proposed in LPMC 9-04.010 states that the purpose of apiaries are for the non-commercial private enjoyment of owners or residents of the property on which the apiary is located.
- Property owner approval (if the applicant is not the property owner).
- A simple site plan (which can be hand-drawn) showing the proposed location of the apiary and other pertinent information demonstrating the ability to comply with the Backyard Beekeeping Administrative Regulations. This is only required for new registrations or if there are changes to the site plan affecting the apiary.
- Acknowledgement that the applicant has read and understands the Backyard Beekeeping Administrative Regulations.
- Payment of a registration fee, to recover some costs of administering the apiary registration program. See discussion of the proposed fee in the "Fiscal Impact" section, below.

Should the proposed regulations be adopted, staff believes the process and administrative cost to the beekeeper to be more in line with what is reasonable for a hobby use, making beekeepers more likely to register their apiaries with the City. This allows the City to ensure potential beekeepers are seeking out appropriate information and are educated at least on the basics of beekeeping in order to promote responsible beekeeping and avoid conditions which might be detrimental to the health and safety of the public. The primary concern related to keeping bees in residential areas is the

danger of stinging which ranges from annoying for a non-allergic person to potentially life-threatening for someone with a severe allergy. Existing apiaries would be subject to the requirements of these new regulations.

FISCAL IMPACT:

While the proposed ZTA has no direct fiscal impact, processing the proposed registrations does involve some staff time and expense. Therefore, staff proposes a \$50 registration fee for new registrations. No fee would be charged for renewals (which require only minimal updates to the existing registration). The fee calculation, which is included as Attachment 6, includes anticipated staff time needed to review the application and complete the registration process. While the proposed fee represents only 62% recovery for the anticipated cost, the low fee is meant to encourage registration and to be comparable to similar permits in other jurisdictions. For example, the current fees for backyard beekeeping permits in the City of Laguna Beach and the City of Fullerton are both \$75. The no-fee annual renewal incentivizes beekeepers to keep their registration current, allowing the City to more accurately track apiaries in the City. The fee will need to be formally adopted by a resolution of the City Council at a later date.

PUBLIC COMMENT:

To date, the City has received comments from several individuals. The written comments received by staff has received can be found in Attachment 5. The vast majority of the comments were in support of the City relaxing its apiary requirements in the ER district. One individual was against the City permitting bees to be kept at all, even with the current CUP requirement.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Section 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 code text amendment modifies the permit type required for apiaries in the Estate Residential zone from a Conditional Use Permit to an administrative registration procedure.

ZTA No. 8-17-3966 Apiaries

June 12, 2018

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ATTACHMENTS:

- Att 1 Proposed Ordinance
- Att 2 Redline zoning code
- Att 3 Backyard Beekeeping Admin Regs
- Att 4 Apiary Registration
- Att 5 Public Comment
- Att 6 Fee Calculation

ATTACHMENT 1

ORDINANCE NO. 2018 -

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONE TEXT AMENDMENT NO. 8-17-3966, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, MODIFYING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-12 (ESTATE RESIDENTIAL DISTRICT), AND 9-74 (PROPERTY MAINTENANCE) TO ALLOW APIARIES AS A PERMITTED USE IN THE ESTATE RESIDENTIAL DISTRICT SUBJECT TO CERTAIN PROVISIONS AND TO ADD PROPERTY MAINTENANCE STANDARDS RELATED TO APIARIES

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES 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, Apiaries are permitted in the Estate Residential zoning district with approval of a conditional use permit; and

WHEREAS, the City has been made aware of unpermitted private/ non-commercial apiaries on certain private properties in the Estate Residential zoning district; and

WHEREAS, a vibrant and healthy honey bee population is vital to the health and success of flowering plants, fruit trees, and many agricultural crops and home gardens in California by providing pollination services and by furnishing honey, beeswax, and other useful products; and

WHEREAS, domestic strains of honey bees have been selectively bred for desirable traits, including gentleness, honey production, reduced swarming, pollination attributes, and other characteristics which are desirable to foster and maintain among the honey bee population of Laguna Hills; and

WHEREAS gentle strains of honey bees can be maintained within populated areas in reasonable densities to fill the ecological niche and exclude unwanted and undesirable types of bees, without causing a nuisance if the honey bees are properly located, carefully managed, and maintained; and

WHEREAS, the City Council desires to reduce the administrative cost to residents who wish to keep honey bees on their residential properties; and

WHEREAS, improper keeping of honey bees can cause a threat to the health, safety, and enjoyment of residents, primarily because of the risk of stinging; and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 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 12, 2018.

NOW, THEREFORE, 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.

SECTION 3. The required findings by the City for approval of a Zone Text Amendment, in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code, have been met and made as follows:

1. That the amendment or plan 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 Estate Residential (ER) land use designation, as defined by the General Plan, is established for the development and preservation of very low-density residential development, characterized by large-lot single-family residential properties that permit the keeping of domesticated farm animals and which are equestrian-oriented. The ER designation has a rural characteristic which is consistent with keeping bees, and in turn, the honeybees support the General Plan goal of beautifying and enhancing the character of the community (LU-2.3, LU-4.5) by providing pollination services to local gardens and landscape. Bee-keeping is also consistent with the goals and policies of the General Plan related to sustainability and conservation (COS-1.12, COS-2.6). The keeping of bees is an activity that is currently permitted with a conditional use permit in the ER designation. The proposed apiary registration procedure does not affect consistency with any element of the General Plan nor does it interfere with any stated goal or policy thereof.

2. That the amendment or plan 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 apiary registration procedure in the ER district does not affect the City's ability to prescribe reasonable controls and standards for apiaries nor does it affect the ability of the City to ensure compatibility and integrity of apiaries with other uses in the ER district. The proposed "Backyard Beekeeping Administrative Regulations" will educate potential beekeepers in best practices for beekeeping and common sense standards related to siting and maintaining bee hives in single-family neighborhoods. The proposed amendment to LPMC Chapter 7-04 establishes nuisance conditions that could occur. If an issue with a registered hive is identified, nuisance procedures can be initiated and enforcement action can be taken to abate the condition. The proposed registration procedure encourages residents with currently unpermitted apiaries to register with the City, which ensures that the beekeeper is versed in basic best practices for keeping bees and aware of the responsibilities of backyard beekeeping.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

The proposed registration procedure for apiaries in the ER district encourages local honeybee-keeping, which strengthens the local domesticated honeybee population, which has been in decline for over a decade. This in turn provides benefits for the community, such as a docile bee population and pollination services for local gardens and landscapes as well as benefits to the bee-keeper such as honey production, beeswax production, and recreational enjoyment.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed registration procedure for apiaries does not affect where apiaries are permitted in the City of Laguna Hills. The proposed change modifies the current CUP requirement for apiaries to a registration requirement, making it more accessible for local residents to keep bees which accomplishes goals of sustainability, conservation, as well as providing recreational enjoyment for property owners on their residential property.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed registration procedure for apiaries encourages apiary owners or potential apiary owners to register with the City, allowing the City and

beekeeper to review the “Backyard Beekeeping Administrative Regulations” and ensure that they are applied appropriately on the subject property. Continuing to allow apiaries in the ER district also helps protect and preserve the domesticated honeybee population, to ensure pollination for the gardens and landscapes in the area with lower-risk pollinators.

SECTION 4. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-04 (Definitions), Section 9-04.010 (“A” Definitions) is hereby amended to modify and add definitions, as follows:

“‘Apiary’ means a facility for the maintenance of bees. Apiaries, for the purposes of this code, shall refer to up to four hives on private property operated primarily for the non-commercial, private enjoyment of owners or residents of the property on which the apiary is located.”

“‘Backyard Beekeeping Administrative Regulations’ means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.”

SECTION 5. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-10 (Zoning Districts Established), Table 9-10.050 (Land Use Matrix) is hereby amended to allow apiaries in the Estate Residential zone as a permitted use, as follows:

**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)	
Apiary	A	•	•	•	•	•	U	•	•	•	•	•	•	•	•	L	•	See Chapter 9-12

SECTION 6. Title 9 (Zoning and Subdivisions) of the City of Laguna Hills Municipal Code, Chapter 9-12 (ER Estate Residential District), Table 9-12.020 (Estate Residential Uses) is hereby amended to allow apiaries in the Estate Residential zone as a permitted use, as follows:

**Table 9-12.020
ESTATE RESIDENTIAL USES**

Uses	Permitted	Accessory	Reference
Apiary		P	Subject to LHMC 9-12.060

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

SECTION 7. Title 9 (Zoning and Subdivisions) of the City of Laguna Hills Municipal Code, Chapter 9-12 (ER Estate Residential District), is hereby amended to add Section 9-12.060 (Keeping of bees), as follows:

9-12.060 Keeping of bees.

Apiaries, as defined in LHMC 9-04.010, are permitted on single-family residential property within the Estate Residential zoning district subject to the following provisions:

- A. It shall be unlawful for any person to have, keep, or maintain any apiary pursuant to this Code section unless the owner of the apiary first registers the apiary with the City. Apiary registrations are issued by the Community Development Director. Registrations must be renewed annually. New registrations shall be accompanied by the Apiary Registration Fee, established by Resolution of the City Council. Any registration can be revoked by the Community Development Director when an apiary owner fails to maintain the apiary in accordance with the property maintenance standards related to apiaries contained in Chapter 9-74.
- B. The notification of all property owners and tenants of abutting properties is required prior to the issuance of any new apiary registration. The City shall mail the notice and shall issue the registration 10 days following such notice, unless, pursuant to LHMC 9-74.050(S)(8), a resident of an abutting property presents evidence of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees.
- C. All apiaries shall be maintained in accordance with the Backyard Beekeeping Administrative Regulations. The Backyard Beekeeping Administrative Regulations are administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect.

SECTION 8. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-74 (Property Maintenance), Section 9-74.020 (Definitions) is hereby amended to add definitions, as follows:

“Backyard Beekeeping Administrative Regulations’ means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.”

“Bee’ means any stage of the common domestic honeybee (*Apis Mellifera*).”

“Hive’ means a structure for housing a bee colony.”

“Requeen’ means to replace the queen bee in a colony with a new queen. This is usually done to prevent swarming (in the case of older queens) and/or if Africanization of the colony is suspected.”

SECTION 9. Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Chapter 9-74 (Property Maintenance), Section 9-74.050 (Property maintenance standards) is hereby amended to add property maintenance standards related to apiaries, as follows:

LHMC 9-74.050 Property maintenance standards.

S. Apiaries. The keeping of bees or hives in a manner that through action or inaction allows for any of the following conditions to occur is prohibited:

1. Apiaries in zoning districts in which “apiary” is not a permitted use.
2. Apiaries which are not registered with the Community Development Department of the City.
3. Bees that exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.
4. Bees that swarm due to failure to requeen or without response to contain or relocate such bees within three days.
5. Bees that swarm without response to contain or relocate within 24 hours.
6. Apiaries that do not conform to the Backyard Beekeeping Administrative Regulations.
7. Hive abandonment by resident bees or by the owner.
8. A complaint is received from a person residing on an abutting property with proof of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees.
9. Apiaries that consist of more than four hives on private property.
10. Apiaries on private property that are maintained and operated for primarily commercial purposes.

SECTION 10. This Ordinance shall take effect on _____, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 11. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 12. 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 13. 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 _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2018-

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 _____ 2018, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2018, 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:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONE TEXT AMENDMENT NO. 8-17-3966, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, MODIFYING CHAPTERS 9-04 (DEFINITIONS), 9-10 (ZONING DISTRICTS ESTABLISHED), 9-12 (ESTATE RESIDENTIAL DISTRICT), AND 9-74 (PROPERTY MAINTENANCE) TO ALLOW APIARIES AS A PERMITTED USE IN THE ESTATE RESIDENTIAL DISTRICT SUBJECT TO CERTAIN PROVISIONS AND TO ADD PROPERTY MAINTENANCE STANDARDS RELATED TO APIARIES

on the _____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

ATTACHMENT 2:
Redline Zone Text Sections

LHMC 9-04.010 "A" Definitions

"Apiary" means a facility for the maintenance of bees. Apiaries, for the purposes of this code, shall refer to up to four hives on private property operated primarily for the non-commercial, private enjoyment of owners or residents of the property on which the apiary is located.

"Backyard Beekeeping Administrative Regulations" means administrative regulation established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.

LHMC 9-10.050 LAND USE MATRIX

Land Use	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 (NIMU)	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
Apiary	CA	•	•	•	•	•	U	•	•	•	•	•	•	•	•	L	•	See Chapter 9-12

ATTACHMENT 2:
Redline Zone Text Sections

LHMC 9-12.020 ESTATE RESIDENTIAL USES

Uses	Permitted	Accessory	Reference
Apiary	€	P	<u>Subject to LHMC 9-12.060</u>

LHMC 9-12.060 Keeping of bees

Apiaries, as defined in LHMC 9-04.010, are permitted on single-family residential property within the Estate Residential zoning district subject to the following provisions:

- A. It shall be unlawful for any person to have, keep, or maintain any apiary pursuant to this Code section unless the owner of the apiary first registers the apiary with the City. Apiary registrations are issued by the Community Development Director. Registrations must be renewed annually. New registrations shall be accompanied by an appropriate fee, as established by Resolution of the City Council. Any registration can be revoked by the Community Development Director when an apiary owner fails to maintain the apiary in accordance with the property maintenance standards related to apiaries contained in Chapter 9-74.
- B. The notification of all property owners and tenants of abutting properties is required prior to the issuance of any new apiary registration. The City shall mail the notice and shall issue the registration 10 days following such notice, unless, pursuant to LHMC 9-74.050(S)(8), a resident of an abutting property presents evidence of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees.
- C. All apiaries shall be maintained in accordance with the Backyard Beekeeping Administrative Regulations. The Backyard Beekeeping Administrative Regulations are administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect.

LHMC 9-74.020 Definitions.

“Backyard Beekeeping Administrative Regulations” means administrative regulations established by the Community Development Director intended to provide guidance, instruction, and operational requirements to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect. Such regulations are maintained by the Community Development Department and may be amended from time to time by the Community Development Director, as needed.

“Bee” means any stage of the common domestic honeybee (*Apis Mellifera*).

“Hive” means a structure for housing a bee colony.

ATTACHMENT 2:
Redline Zone Text Sections

"Requeen" means to replace the queen bee in a colony with a new queen. This is usually done to prevent swarming (in the case of older queens) and/or if Africanization of the colony is suspected.

LHMC 9-74.050 Property maintenance standards.

S. Apiaries. The keeping of bees or hives in a manner that through action or inaction allows for any of the following conditions to occur is prohibited:

1. Apiaries in zoning districts in which "apiary" is not a permitted use.2. Apiaries which are not registered with the Community Development Department of the City.3. Bees that exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.4. Bees that swarm due to failure to requeen or without response to contain or relocate within three days.5. Keeping or maintaining bee hives or colonies of aggressive bees that swarm without response to contain or relocate within 24 hours.6. Apiaries that do not conform to the Backyard Beekeeping Administrative Regulations.7. Hive abandonment by resident bees or by the owner.8. A complaint is received from a person residing on an abutting property with proof of a medically-certified severe allergy (Anaphylaxis) to the sting of honey bees within 10 days of notice from the City that an applicant intends to keep bees on the property.9. Apiaries that consist of more than four hives on private property.10. Apiaries on private property that are maintained and operated for primarily commercial purposes.



Backyard Beekeeping

Administrative Regulations

BEFORE YOU BEGIN

The success of beekeeping in Laguna Hills is dependent upon responsible beekeepers utilizing good management practices. These Administrative Regulations are intended to provide guidance to avoid nuisance issues arising from improper siting or management of an apiary due to lack of knowledge or neglect.

If you are new to beekeeping, the City recommends that you take a class, available through a number of local sources such as university extension programs and beekeeping organizations. Making contact with and participating in a local beekeeping organization is also a great way to educate yourself, share knowledge, and participate in educating the public regarding apiculture. (See Resource section, on reverse).

DEFINITIONS

“Apiary” means a facility for the maintenance of bees. Apiaries, as defined in the Laguna Hills Municipal Code, refers to up to four hives on private property operated primarily for the non-commercial, private enjoyment of owners or residents of the property on which the apiary is located.

“Bee” means any stage of the common domestic honeybee (*Apis Mellifera*).

“Hive” means a structure for housing a bee colony.

“Requeen” means to replace the queen bee in a colony with a new queen. This is usually done to prevent swarming (in the case of an older queen) and/or if Africanization of the colony is suspected.

Apiaries are permitted as an accessory use on single-family residential properties within the Estate Residential zone (see LHMC 9-12.060). Beekeepers must register their apiary with the Community Development Department. The initial registration must be accompanied by the Apiary Registration Fee as established by Resolution of the City Council. The registration must be renewed annually, for which there is no fee. The City will accept a registration to keep bees on a property only with written permission of the property owner. The registration form can be obtained from the Community Development Department. Beekeepers are also encouraged to register their hives annually with Orange County Vector Control (ocvector.org) and/or the Orange County Agricultural Commissioner (ocagcomm.com) to be notified of any pesticide spraying conducted so that appropriate measures can be taken to protect the bees. Also note that production of honey or other food products for sale requires a Cottage Food Permit from the Orange County Health Care Agency (ocfoodinfo.com).

LOCATING YOUR APIARY

Be considerate of your neighbors and your bees when siting your apiary.

- Apiaries, like many other accessory structures, must be located in the rear yard (behind the primary residence), in a secured area (to prevent unauthorized access), and screened from view from public or private streets or trails.
- Hives should be located to prevent accidental disturbances of the hives (from neighbors, trail users, and landscapers, for example) and away from light sources that might attract bees at night (e.g. patio lights, street lights, and security lights).
- Care should be taken in orienting the flight path (approximately 10 feet in front of the hive entrance) away from neighboring properties, streets, trails, and other high use areas. However, other methods of re-directing the flight path can be substituted, such as utilization of barriers such as six-foot high dense hedges or walls, to direct the bees upward.
- A water source should be provided on the subject property, near the hive(s) that is accessible to bees. While bees will seek water where they wish, providing a suitable, clean, fresh, accessible water source near the hive(s) can discourage bees from seeking water at inappropriate locations, causing nuisance conditions.

OPERATIONAL CONSIDERATIONS

Be considerate of your neighbors and your bees when performing hive manipulations or performing other maintenance around your hives such as mowing the lawn or other landscaping.

- Be cognizant of conditions affecting the temperament of the colony and avoid working the hive under questionable circumstances (e.g. weather, presence of nearby disturbances, presence of robbing behavior).
- Be aware of neighbor activities and avoid working the hive when neighbors are working or playing outdoors.
- Smoke should be utilized when working with the hives or performing other maintenance around the hives such as landscaping. Beekeepers should be cognizant of good fire-safety practices and should not leave lighted smoke unattended.
- Checking the hives regularly is important, but try to keep disturbances as brief as possible.

Attachment: Att 3 Backyard Beekeeping Admin Regs [Revision 1] (1592 : ZTA No. 8-17-3966 Apiaries)

Backyard Beekeeping Administrative Regulations

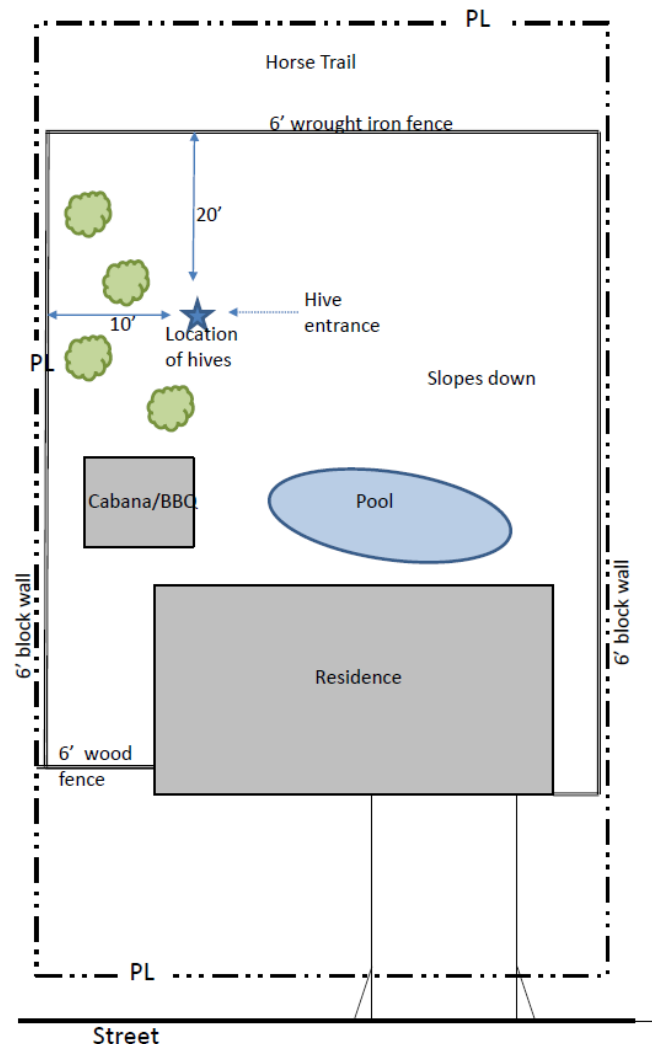
(Continued)

HIVE MANAGEMENT

Beekeepers should perform regular hive inspections and maintenance to ensure the health of the hive; however unnecessary manipulations should be avoided. The frequency with which a beekeeper should check and perform maintenance on a hive varies depending on the season. Good record-keeping can be a valuable tool, especially for beginning beekeepers. Generally hives should be inspected for the following with appropriate follow-up:

- **Space:** Make sure there is enough space in the hive for the number of bees and reduce/enlarge the hive as needed. For this reason a hive with moveable frames can be more convenient for beekeepers. Occasionally hive splitting may be required. Overcrowding should be avoided to prevent swarming or absconding of the bees to the extent possible.
- **Disease and Pests:** Beekeepers should stay educated on the signs of disease and presence of parasites and the appropriate way to deal with these issues should they be identified. Many diseases are highly contagious and would be detrimental to the local bee community if not dealt with quickly and correctly.
- **Queens:** Beekeepers should obtain queens from reliable sources to ensure proper temperament and performance. Queens should be checked regularly. Re-queening the hive should be considered for underperforming or older queens (over two years is a general rule) to prevent swarming, and any time Africanization of the hive is suspected.
- **Robbing Behavior:** In conditions when robbing behavior is occurring, care should be taken to avoid disturbing bees unnecessarily and to clean up any spills of honey or other similar substances that would attract bees and further robbing behavior.

EXAMPLE PLOT PLAN



PROPERTY MAINTENANCE STANDARDS

Beekeepers are responsible for maintaining their apiary in such a way as to avoid property maintenance violations. Property maintenance regulations related to bees and apiaries can be found in LHMC 9-74.050 (S). Please be aware that pursuant to these regulations, if a person residing on an abutting property submits proof to the City of a medically-certified bee sting allergy within 10 days following notice from the City of your intent to operate an apiary, the City will not issue the apiary registration.

RESOURCES

Beekeepers Association of Southern California (beekeepersassociationofsoutherncalifornia.org)
 The Orange County Beekeepers Association (ocbeekeepers.org)
 OC Backyard Bees (backyardbees.net)
 American Beekeeping Federation (abfnet.org)
 American Bee Journal (americanbeejournal.com)

There are myriad books and other online resources also available. Local colleges such as Cal Poly Pomona and Saddleback College may offer classes or workshops related to beekeeping from time to time as well.

Planning Department

(949) 707-2672
www.lagunahillscsca.gov
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Planning Counter Hours

Monday - Thursday: 1:00 PM - 5:30 PM
 Friday: 1:00 PM - 5:00 PM



CITY OF LAGUNA HILLS
APIARY REGISTRATION FOR ESTATE RESIDENTIAL PROPERTIES

☐ NEW ☐ RENEWAL

PROPERTY ADDRESS: _____, LAGUNA HILLS, CA 92653

LOT SIZE: _____ MAXIMUM NUMBER OF HIVES TO BE LOCATED AT PROPERTY _____

NAME OF PROPERTY OWNER: _____

NAME OF APPLICANT (IF DIFFERENT THAN OWNER): _____
(Applicant must reside at the property address)

APPLICANT PHONE #: _____ APPLICANT EMAIL: _____

NEW REGISTRANTS: Please attach a site plan drawing showing the approximate location of the apiary and any other details pertinent to the siting of the apiary (fences, walls, hedges, slopes, accessory structures, water source, etc.). Please attach a list of the owner and tenant (if applicable) for each property abutting the subject property. The Apiary Registration Fee, as established by City Council resolution, must accompany new registrations.

RENEWALS: No site plan is required unless it has changed from the site plan you have previously submitted. No neighbor notification is required. No fee is required.

ALL REGISTRANTS:
☐ Apiary registration with the City does not override private property restrictions in Covenants, Conditions, and Restrictions (CC&Rs) or other HOA regulations. The Applicant/Property Owner is responsible for ensuring the apiary is compliant with any such regulations.

☐ I have read and agree to abide by the Backyard Beekeeping Administrative Regulations.

SIGNATURE OF APPLICANT: _____ DATE: _____

SIGNATURE OF PROPERTY OWNER _____ DATE: _____
(IF DIFFERENT THAN APPLICANT)

STAFF USE ONLY BELOW THIS LINE

REGISTRATION NO.: _____ EXPIRATION DATE _____

- ☐ Zoning
- ☐ Neighbor notification (new permits only)
- ☐ Site Plan submitted (new permits only)
- ☐ Fee received (new permits only)

Remarks/Conditions: _____

By: _____ Date: _____

cecil fraser
25851 Sheriff Road
Laguna Hills, CA 92653



October 9, 2017

Ms. Katie Crockett

City of Laguna Hills

Dear Katie,

Thank you for your time in the discussion of the “Taming of the Bees” issue in Nellie Gail. I am optimistic that we can have a reasonable solution that encourages our neighbors to befriend the bees as well as some responsibilities in the care and maintenance of the hives.

After our discussion, last week, I backed away for a moment and remembered how we got started with the first of our two hives and can relate similar stories from other neighbors. Ours started by witnessing a “swarm” of bees that commandeered a sprinkler box along the side of the horse trail. Inquisitive about the resolution of this problem, we contacted our HOA where we were advised that we could pay someone to come and exterminate the bees, using noxious gas and chemical insecticides. Uncomfortable with the thought of these industrious little girls being killed, we found a Beekeeper that would rescue the hive and we would set up a box in our rear yard for their survival. So, that is how it all began.

Back to our conversation, I think we may be missing the point. We need a vehicle that would encourage new would-be bee owners to come to the city for education and proper recordation of the intent. I don’t think the Minor Development Permit is the correct vehicle. I cannot imagine ourselves forking over about \$1100.00 just to start the review, at the time that we made the decision to help the bees. I also think that is the wrong message for the city to promote. We are in a time of environmental consciousness and any study of the Bee as a contributor to our continued enjoyment in this world will thrill you about their contribution. According to Eric Mussen, UC Davis, world renowned Melittologist, Gardeners with backyard hives should see better pollinations of fruits and vegetables, leading to increased

Attachment: Att 5 Public Comment [Revision 1] (1592 : ZTA No. 8-17-3966 Apiaries)



production. And, California wild honey bees help to pollinate over 200 native plants, many protected species. In addition, regular inspection by the bee hive keeper can prevent or control of the infiltration of Africanized bees.

By the way, I don't think Nellie Gail allows any business for profit to form without a CUP and that would be appropriate to clarify here as well. We should clearly point out that we are discussing a "hobby" industry, not a Bee Farm.

You mentioned another possibility, I think it was under a section relating to the keeping of animals, fowl and that sort of thing in Nellie Gail. I will try to find more information about that prospect in the next couple of weeks because it seems to have merit. I.e., we know that we can have horses and chickens, it is just a question of how many and what good maintenance procedures we should learn and invoke. And... in view of our objective, I have attached a copy of the Long Beach procedure for the maintenance of hives. It is similar to the "Best management practices" that you had in mind with a much friendlier entrance fee.

Katie, as you can see, we are somewhat passionate in the defense of these little critters and hope that through education, we can help others see the overall benefit of their existence in our neighborhood. If we can help in the preparation for the November meeting, we would be pleased to do that.

Warm regards,

Cecil and Pamela Fraser

Pamela frapamela10@gmail.com, 949.212.8063

Cecil frasertime@gmail.com, 949.678.0567

Alexandra Presley
25502 Lone Pine Circle
Laguna Hills, CA 92653

November 7, 2017

Dear Laguna Hills Council Members,

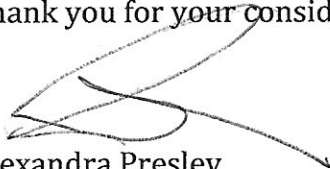
I am a resident of Nellie Gail and I am writing to you in support of keeping beehives in Nellie Gail.

Nellie Gail is a community with many families and backyards dedicated to the growing of organic fruits and vegetables. The community has the privilege of space to pursue these hobbies. Another community interest of Nellie Gail is to keep beehives. The existence of beehive helps to support the local communities reproduction for the fruits and vegetables.

The problem of the reduction of the bee population is at a critical point with there not being enough bees (pollinators) to support a healthy production of fruits and vegetables. As I am sure you are aware, pesticides have wiped out most of the native varieties of bees and the current population is under attack by parasites and other diseases. Commercial hives are most susceptible to diseases.

Therefore, if we have the opportunity, space and interest, I see there is no harm in allowing beehives to continue to exist in Nellie Gail under responsible guidelines. Although, there may be residents that are against the existence of beehive due to the threat of being stung. The incidence of this is very low and in contrast, I believe the benefits outweigh the risk. It is our duty to help the environment and in keeping the hives, we as a community can help contribute to the bee population and the sustainability of the reproduction of fruits and vegetables.

Thank you for your consideration!



Alexandra Presley

Secretary
Nellie Gail Ranch Board of Directors

Attachment: Att 5 Public Comment [Revision 1] (1592 : ZTA No. 8-17-3966 Apiaries)

November 10, 17

To the Laguna Hills City Council members:

This letter is in support of the residents in this community that are asking permission to reduce the cost and restrictions for keeping beehives on the Nellie Gail Ranch properties. Currently, the procedure proposed by the Planning department is unreasonable, costly and restrictive.

Unfortunately, honey bees are severely declining in number, not only in Southern California, but nationally as well. Encouraging Nellie Gail residents to keep bee hives would encourage healthy bee colonies and benefit the flowering vegetation in Nellie Gail and throughout Laguna Hills.

I have 3 neighbors with hives now. I would never know their bees were there if the neighbors had not shared some honey. If cared for properly with shade and water available, the bees do their very important job and leave us humans alone. We have had no incident with the bee hives and we know how important bees are to our agricultural environment.

Thank you for your consideration.



Jan Curtis
25146 Buckboard Lane
Laguna Hills, CA 92653
949 831 5658

Attachment: Att 5 Public Comment [Revision 1] (1592 : ZTA No. 8-17-3966 Apiaries)

TO: Laguna Hills City Council Members,

November 25, 2017

The purpose of this letter is to encourage your support of Beekeeping as a hobby in Estate Residential areas by reducing or eliminating permit fees associated with keeping beehives.

Hobbyist beekeepers have been around for centuries, and have been an integral part of human society, agriculture and a food source provider. The vast majority of plant species -- almost 90% rely on pollinators to reproduce. Honey bees are among the most numerous and efficient pollinator species in the world, and necessary to produce fruit, fiber, nut, and vegetables.... like Apples, Plums, Almonds, Pomegranates, Alfalfa, Cotton, Strawberries, Onions, Avocados, Walnut, Lemons, Figs, Carrots, Peppers, Tomatoes, Grapes & Coffee ... just to name a few. Honey bees by their very nature are industrious, gentle and easy to work with. They will only sting someone in defense of the colony or in self-defense, after which they will die. As opposed to hornets, yellow jackets, wasps, bumble bees, which will sting multiple times.

The current directive from Planning is to move Bee hives from requiring a CUP (Conditional Use Permit) to the MSDP (Minor Site Development Plan). This would reduce the initial fee from ~ \$7,800.00 to ~\$1,100.00. The suggested fee of \$ 1,100.00 is still *punitive*, and will defeat the city's goal of encouraging responsible bee hive management. We need a simple, inexpensive solution that would encourage backyard beekeepers to come forward and register their hive, not hide their beehives.

There are at least 2 alternatives. One solution would be to place beehives in Chapter 9-56 of the Laguna Hills published codes, labeled *Animal Regulations* section 9-56.040 (*Permitted Animals*), which already has limits on the # of animals based on lot size. If approved, Laguna Hills would place bee hives in the animal section D. As such, "4 bee boxes = 1 unit" could be added to this section. (refer to attachment). There is a great deal of community support for this approach.

Another approach, that was suggested early on, and adopted by the city of Fullerton, is to develop an ordinance specific to beehives. I have spoken to the director of the Apiary program at Cal State Pomona, Mark Haag. He would be willing to work with the city of Laguna Hills to develop this ordinance. I'm disappointed that Mr. Chantarangsu has directed the staff to move forward with the MSDP without first reviewing all the options.

Respectfully,



Pamela Fraser
Nellie Gail Resident
Hobbyist Beekeeper
Nellie Gail Garden Club member

Chapter 9-56 ANIMAL REGULATIONS

*Regulations
Laguna Hills*

Sections:

- 9-56.010 Purpose and intent.
- 9-56.020 Commercial animal facilities.
- 9-56.030 Keeping of animals in residential districts.
- 9-56.040 Permitted animals.
- 9-56.050 Prohibited animals.
- 9-56.060 Animal restraint.
- 9-56.070 Animal structures.
- 9-56.080 Boarding of animals.
- 9-56.090 Maintenance of premises.
- 9-56.100 Special animal permit.
- 9-56.110 Application for special animal permit.
- 9-56.120 Requirements for complete special animal permit applications.
- 9-56.130 Notice of application for special animal permit.
- 9-56.140 Approval or denial of special animal permit.
- 9-56.150 Appeal procedure.
- 9-56.160 Special animal permit validity.

9-56.010 Purpose and intent.

The purpose and intent of this chapter is to provide guidance and standards with regard to the keeping of animals within the community. (Ord. 98-8 § 2 (part); prior code § 9-46.010)

9-56.020 Commercial animal facilities.

A conditional use permit shall be required for any commercial animal facility including equitation facilities, kennel facilities or a veterinary service hospital/clinic on any lot within any zone where so permitted. A license or animal permit issued by Orange County Animal Control may be required as a condition of approval for any conditional use permit or site development plan needed to develop commercial animal facilities.

Where permitted, all animal maintenance activities, kennels, clinics, hospitals, sales and grooming facilities or uses shall be conducted within a totally enclosed building and shall comply with appropriate development standards of the underlying zone. Grooming of equine animals is permitted outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle. (Ord. 98-8 § 2 (part); prior code § 9-46.020)

9-56.030 Keeping of animals in residential districts.

Animal husbandry is permitted within residential districts of the city. Except as provided herein, or as specified by a specific zoning district regulation, the number and types of animals permitted to be husbanded shall be in accordance with procedures and regulations provided for animal control within the contract service agreement between the city and county of Orange.

be groomed outdoors provided that appropriate signage is posted at the entrance to the receptacle. (Ord. 98-8 § 2 (part); prior code § 9-46.030)

9-56.040 Permitted animals.

The following animals are permitted within residential districts of the city:

- A. Not more than three licensed dogs and three cats above the age of four months.
- B. Ten hamsters, guinea pigs, domesticated rats mice or other mammals of similar size, nonpoisonous snakes, reptiles, birds, or any combination thereof.
- C. Amphibians or fish contained in aquariums or ponds.
- D. A minimum lot size of fifteen thousand (15,000) square feet is required for the keeping of domesticated farm animals. The number of domesticated farm animals permitted on any given property shall be based on the following measure of animal units:

Type of Animal	# of Units
1 horse, pony, donkey or mule	1
1 cow	1
1 sheep	1
2 miniature horses	1
2 goats	1
2 pot-bellied pigs	1
3 rabbits	1
1 emu/ostrich	1
1 llama/alpaca/guanaco	1
6 chickens	1
2 turkeys	1
2 ducks	1
2 geese	1
8 homing pigeons	1
* 4 Bech box	1

The permitted number of animal units shall be based on the following:

Min. Lot Size (acres)	# of Animal Units
15,000 sq. ft. (0.34)	2
21,780 sq. ft. (0.50)	3
32,670 sq. ft. (0.75)	4

54,450 sq. ft. (1.25)	6
65,340 sq. ft. (1.50)	7
76,230 sq. ft. (1.75)	8
87,120 sq. ft. (2.00)	9
98,010 sq. ft. (2.25)	10

1. No more than ten animal units shall be allowed on any residential lot or parcel.
2. Young animals born to a permitted animal may be kept on the site, without constituting additional animal units, until such animals are weaned. For cats and dogs this period shall not exceed four months. For horses this period shall not exceed twelve (12) months. For other animals not listed, the weaning period shall not exceed six months.
3. A minimum of one hundred fifty (150) square feet of flat lot area (slope less than ten percent) shall be provided for each horse.

The keeping of a type or number of animal not specified herein shall require the approval of a special animal permit (Section 9-56.110 of this chapter) and any permits required by Orange County Animal Control.

E. Nonconforming Animals. Property owners who wish to apply for and obtain special animal permits for any existing animals that are above and beyond the number permitted outright by the provisions of this chapter may do so prior to January 1, 1999 free of charge. Any special animal permit granted in accordance with this section shall require compliance with the "maintenance of premises" provisions outlined in Section 9-56.090 of this chapter. (Ord. 98-8 § 2 (part); prior code § 9-46.040)

9-56.050 Prohibited animals.

The following are prohibited within residential districts of the city:

- A. Growing type birds or fowl, including but not limited to roosters and peacocks.
- B. More than the number and type of animals specified in Section 9-56.040 of this chapter unless proper licensing from Orange County Animal Control and a special animal permit from the city has been obtained.

C. Maintenance and care of permitted species which fails to protect the health and physical care of the species or creates public health, safety, or nuisance violations.

~~D. Apiaries, except as provided for by Chapter 9-12 of this title.~~

- E. Any species of animal the possession of which is prohibited by state or federal law. (Ord. 98-8 § 2 (part); prior code § 9-46.050)

9-56.060 Animal restraint.

Each owner of an animal shall be responsible to insure proper control and restraint of such animal in a manner that provides both the animal and general public reasonable protection. All species when not enclosed by fencing or suitable enclosure shall be restrained by leash or tether or transported within enclosed vehicles or cages. (Ord. 98-8 § 2 (part); prior code § 9-46.060)

9-56.070 Animal structures.

January 10, 2018

Dear Laguna Hills City Council Members,

My name is Loree Blough, my husband and I are 26 year residents of Nellie Gail Ranch. Additionally, I am the current President of the Board of Directors. As a Board Member for the past 7 ½ years I have attempted to stay neutral on topics unless there is a clear direction that the community is going. Most topics do not generate one way overwhelming views, however, the topic of bee hives in Nellie Gail certainly does.

Ass I am sure you are aware, NGR is zoned to allow to allow animal units. We have large properties and are blessed to enjoy

horses, goats, chickens, specular rose gardens, vegetable gardens, fruit trees and even an occasional Lama or two! It is truly a GREAT place to live. One of the key components to our eco system is bees.

According to experts 1/3 of our food supply is dependent upon bees which are dying in huge quantiles.

I applaud the efforts of homeowners who are willing to do what they can to help these bees survive and to help the rest of us enjoy the efforts of the bees work.

I urge you to adopt a bee friendly policy for the residents of Laguna Hills. I do not understand why the city would even consider requiring a permit. Why should bees be treated any different from the other critters we are allowed to keep on our property? If you truly think it necessary to become involved, why don't you determine how may bee hives would equal one animal unit and add this to our existing regulations on what is allowed on our properties? The idea of charging

for a bee permit seems outrageous to me. In fact when I was circulating one of the petitions to allow bees, a homeowner suggested that backyard bee keepers should receive a discount on their taxes for the good that they are doing for all of us! I know that you cannot do that but it demonstrates how strongly our community feels about helping the beekeepers. I urge you to not spend any more city or community time and resources on unnecessary oversight.

Please feel free to contact me if there is anything that I can do to help 949 441-6526

Thank you for your time,



Loree L. Blough

President

Nellie Gail Ranch HOA

25761 Nellie Gail Road

Pamela Fraser, RN
25851 Sheriff Road
Laguna Hills, CA 92653
949-212-8063

Dear Katie,

In a discussion with my husband (Cecil Fraser) last week, you indicated that you would like our views on the matter of the bees and suggested that it would be preferable to come up with a solution that could be acceptable to the City council, without, as you said” kicking the can down the road”.

Your email response yesterday, indicated that you had already concluded, and were going to recommend a *minor* Site Development permit (SDP) with an initial registration requirement and a fee of nearly \$1100.00. The notion of an \$1100.00 fee to have a backyard beehive is simply egregious. If it is required by the SDP, then that isn't the correct approach. We need a simple registration and some education...that is all!

I am not familiar with your tools for this kind of issue, but we need a permit process that will encourage Nellie Gail residents to register their hives with the city....one that inspires residents to continue to provide proper care and maintenance of their bee colonies. If the city makes the process of registering easy and inexpensive, then more residents are likely to register. Do you have a way to encourage these folks for a registration fee of \$50.00?

The cities of Long Beach and Laguna Beach charge their residents \$10.00 & \$50.00, respectively to permit bee hives. I have attached a copy of the guidelines that Long Beach use. If you go to their website at <http://www.longbeach.gov/acs/pet-laws-and-licensing/beekeeping/> you will also find their registration and permit forms.

In summary Katie, I am strongly advocating for a meeting to discuss a simpler solution than what appears to be happening. I will personally be out of town from Oct 11 (tomorrow) through October 22 but will be available to meet with you almost any day after that. My interest is sincere in the desire to have a simple, participatory, and educational process that will encourage people to join with minimum expense to either the owners or the City.

Respectfully,

Pamela Fraser
33-year resident of Nellie Gail
8-year caretaker of bee hives in our own back yard.

Laguna Hills City Council
24035 El Toro Road
Laguna Hills, CA 92653

City Council Members,

Bees are an integral part of our native ecosystems that are here to stay, whether humans maintain them or not. Other urban cities, such as New York City, Santa Monica, and even Los Angeles, have already voted to permit backyard beekeeping under certain conditions. These include erecting a barrier so bees must fly at least 6 feet upwards out of the hive, sustaining fresh water near the hive, and restricting the number of hives to 1 for every 2,500 sq ft of property.

A study done in the small city of Oswego in upstate New York by the Journal of Economic Entomology revealed that there are approximately 7 feral bee colonies per square mile. Orange County, with its mild weather and overall favorable conditions, can expect to have comparable if not more feral hives than a city in the Northeastern United States. When Los Angeles passed an ordinance, they cited a similar study in their own county to support the allowance of backyard bees. For this reason, any city ordinances against hobby beekeeping will not reduce the total number of bees. Having maintained hives do not add any additional threat to human health and safety, as these hives are on large properties and are strategically placed to minimize risk. Bees are only a hazard to those who are actively agitating a hive; therefore, any bee related risks that pedestrians currently face will not be increased.

Most hobby beekeepers capture wild swarms that are already present in our community, and are not necessarily importing bees from outside sources. Beekeepers also manage the hives to reduce swarming, which feral hives do more frequently in response to an influx of bees during spring and lack of room to grow (e.g. in a tree cavity or inside a wall). Most people are opposed to bees in the community because they fear the “Africanized Killer Bees”, which are known to be more aggressive. This threat is exaggerated in the media, and will not affect the community now if it never has before.

Citizens throughout Orange County and Laguna Hills are already keeping bees in their backyards with little risk to surrounding neighbors and citizens. If there was not an increase in danger from these hives acquired years ago, the council can rest assured that changing city ordinances to allow monitored hives will not alter their safety and beauty of their town.

Nicole Morgan
Backyard Bees

Dear Laguna Hills Council Members,

I am a Nellie Gail resident and I am reaching out to you in support of keeping beehives in Nellie Gail on residential properties, within safety guidelines. We are fortunate to have properties that allow us to enjoy many diverse activities, within reason. If keeping beehives is a hobby that does not affect the safety of others it should be enjoyed. Many homes utilize their space for growing organic fruits and vegetables which benefit from pollenization.

Bees are amongst the most important creatures to humans on Earth. These amazing insects pollinate over 80% of all flowering plants including 70 of the top 100 human food crops. One in three bites of food that we eat is derived from plants pollinated by bees. Very interesting fact, that applies to all of us. Due to pesticides the bee population is being affected, and a decreased number of bees can have far reaching implications.

If people have the inclination to have beehives, and all safety measures are followed, the benefit of the bees seems to be greater than the very few issues with bee stings. Bees are helpful in sustaining our food crops and if we, as a community, can help in this cause it is worthwhile.

Sincerely,

Jill Barkouras

Treasurer/Nellie Gail Board

PETITION IN SUPPORT OF BEE HIVES IN NELLIE GAIL

As a resident of Nellie Gail, I believe that any resident should have the right to have bee hives in their own back yard. A simple permit process should be designed by the city of Laguna Hills to encourage healthy bee colonies through supportive, cooperative strategies with resident beekeepers. Taking direction from the cities of Laguna Beach, Long Beach, and from Dr. Eric Mussen, UC Davis Melittologist, below are guidelines that I support:

1. A domestic backyard "beehive" should have six (6) basic components; A hive stand, a bottom board, a brood and food chamber box, a Queen excluder grill, honey super/s, and a hive box outer cover.
2. A water source for bees shall be provided always on the property where the bees are kept discouraging bee visitation at swimming pools, hose bibs and other water sources on adjacent public or private property.
3. Each hive should be inspected every 4-6 weeks to confirm the health of the hive, i.e. look for evidence of Africanized bees, mites or beetles, any of which could threaten the health and survival of the hive.
4. No more than four (4) beehives may be established or maintained on any residential property.
5. Beehives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet (8') above the adjacent ground level.
6. No person shall establish or maintain a beehive in the front yard of the property.
7. No person shall establish or maintain a beehive at distance less than ten feet (10') from all property lines.
8. A permit fee of \$50.00 paid to the city of Laguna Hills, to support education and encourage a 2-way flow of communication between the city and its' resident beekeepers.

NAME	ADDRESS	SIGNATURE
CHARLES CURTIS	25146 BUCKBOARD LN, L. HILLS CA 92653	() Charles M. Curtis
KAREN ECKEL	22532 West Trail Dr, Laguna Hills, CA 92653	() Karen Eckel
JOHN ECKEL	22532 West Trail Dr. L.H. CA 92653	() John Eckel
JOHN ECKEL	25202 Buckboard Ln LAG HILLS CA 92653	() John Eckel
MARGARET PHILLIPS	25202 Buckboard, Laguna Hills CA 92653	() Margaret Phillips
PETRA GRAN	16 Young Ct, Irvine CA 92617	() Petra Gran
MARGIE HELLINGS	25145 Buckboard LN L.H. CA 92653	() Margie Hellings
MARK HELLINGS	25145 Buckboard Ln L.H. CA 92653	() Mark Hellings

I will ATTEND THE CITY COUNCIL MEETING SCHEDULED FOR 11/14/17

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NAME	ADDRESS	✓	SIGNATURE
M. Jodanowski	25136 Buckboard Lane, Laguna Hills	(*)	M. Jodanowski
M. Jodanowski	25146 Buckboard Lane, Laguna Hills	()	Wish Jodanowski
A. Adams	25172 Buckboard Lane, Laguna Hills	(*)	A. Adams
R. Adams	25172 Buckboard Lane, Laguna Hills	(*)	R. Adams
A. Vandal	25172 Buckboard Lane, Laguna Hills	()	A. Vandal
Brian Tran	25141 Buckboard Lane, Laguna Hills	()	Brian Tran
Caroline Tran	25141 Buckboard Lane, Laguna Hills	()	Caroline Tran
Daniel Blackburn	25515 Long Pine Circle, Laguna Hills	(*)	Daniel M. Blackburn

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NAME	ADDRESS	SIGNATURE
Lina Long	27152 Eastco Hl.	<i>[Signature]</i>
Susan Cook	27182 Hidden Trail Laguna Hills	<i>[Signature]</i>
Don Caskey	27182 HIDDEN TRAIL LAGUNA HILLS	<i>[Signature]</i>
Ed Lewis	25342 MISTY, L.H.	<i>[Signature]</i>
Diana Lewis	25342 MISTY, L.H.	<i>[Signature]</i>
Wendy Fox	31 Jasmine Creek Ln L.H.	<i>[Signature]</i>
Michael Simons	25857 VELLIE GAIL RD L.H.	<i>[Signature]</i>
John Simons	25851 NELLIE GAIL RD L.H.	<i>[Signature]</i>

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NAME	ADDRESS	✓	SIGNATURE
Michele Gibson	25716 1 Buckboard Lane, Laguna Hills	()	
Tom Queen III	26051 Waterwheel Place L.H. CA	()	Tom Queen III
Pammi Mathew	27212 Hidden Trail, L.H. CA	()	Pammi Mathew
Arlene Orona	25853 Sherif Rd, L.H. CA	()	Arlene Orona
Deborah Wensink	25541 Rangeland, L.H. CA	()	Deborah Wensink
Jaime Lusidiana	25541 Rangeland, L.H. CA	()	Jaime Lusidiana
		()	
		()	

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NAME	ADDRESS	#	SIGNATURE
Lake S Walker	26892 Rocking Horse Ln, LH	(*)	Let L
Gordon Walker	" "	()	Let L
Robert Letty MM	26102 SORA BLVD, LH	(X)	Robert Letty
STEVEN ARON	26102 SORA BLVD, LH	(X)	Steven Aron
Cindy Cannon	26461 Silver Saddle, LH	(X)	Cindy Cannon
Jon Cannon	" "	()	Jon Cannon
Dobres C	25461 Sunset Bay, LH	()	Dobres C
Paul Casagelle	" "	()	Paul Casagelle

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NAME	ADDRESS	SIGNATURE
Gina Stewart	26031 Waterwheel	(*) Gina Stewart
Pamela Fraser	25851 Sheriff Rd	(*) Pamela Fraser
Kelli Sweet	26051 WATERWHEEL RD	(*) Kelli Sweet
Jan Lester	25146 Buckboard Ln, L.H 92653	(*) Jan Lester
June Fletcher	26115 Flintlock Ln.	(*) June Fletcher
Bill Hunt	25952 SHERRIFF RD. LAGUNA HILLS 92653	(*) Bill Hunt
Debra Hunt	25952 Sheriff Rd Lag Hills	(*) Debra Hunt
Gail + Bill Tellers	25132 Buckboard Ln, L.H.	(*) Gail + Bill Tellers

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NAME	ADDRESS	INITIALS	SIGNATURE
Michael Rosen	25932 Sheriff Rd LA 92653	(M) R	
Urbano Rosales	25922 Sheriff Rd. LA. 92653	() R.	
TINA CHEN	25951 Sheriff Rd. LA. 92653	(T) C	
Jason Hunt	25952 Sheriff Rd LA 92653	() H	
Sara Hunt	25952 Sheriff Rd LA 92653	(S) H	
Amanda Hunt	25952 Sheriff Rd LA 92653	() H	
		()	

I will ATTEND THE CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

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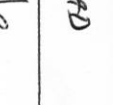
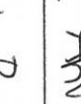
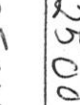
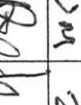
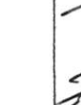
NAME	ADDRESS	SIGNATURE
Joe Boett	25812 Sheriffs Lt 92653	(*) 
Robin Schupp	25812 Sheriffs Lt 92653	(*) 
Elie Landers	25881 Sheriffs Rd. Lt. 14. CA.	(*) 
Scott Landers	" " " "	(*) 
M. Howard	24782 Nollan Col Rd Lt 14	(*) 
M. H. H.	25871 SHERIFFS RD LAGUNA HILLS	(*) 
Bob Barron	" " " "	(*) 
Nick Hendeschoff	24782 Nellie Gail Road, Lt 14	(*) 

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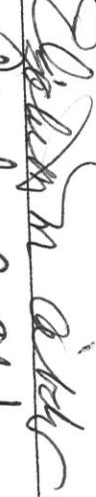
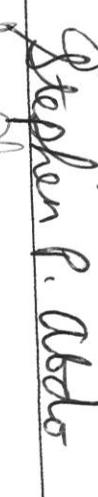
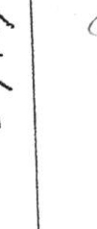
NAME	ADDRESS	✓	SIGNATURE
Cecile Fraser	25851 SHERIFF ROAD	(*)	
Denise Eisenberg	25112 Anvil Circle	()	
Steven Eisenberg	25112 Anvil Circle	()	
Beverly Yocum	25001 Buckskin Dr. Laguna Hills	()	
Thomas Yocum	25001 Buckskin Dr. Laguna Hills	()	
Scott & Cheryl Behringer	25331 Mt. Diablo, L.H.	(*)	
Scott & Cheryl	25852 Sheriff Rd.	(*)	
		()	

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NAME	ADDRESS	#	SIGNATURE
JOHN PARK	25072 NELLIE GAIL ROAD	()	
Burneyuel	25672 Dillon Road	()	
Mark Fisk	27212 Lost Calt Drive, Laguna Hills CA 92653	()	
Adam Ryznar	108 Sansovino	()	
Elizabeth Abdo	25291 Derbyhill Dr. Laguna Hills CA	()	
Stephen P. Abdo	25291 Derbyhill Dr, Laguna Hills, CA	()	
Jim Dunn	25951 Sherford Laguna Hills CA	()	

At 5:11 PM, Agenda Item 5, Council Meeting Scheduled For 11/14/17

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NAME	ADDRESS	SIGNATURE
P.1 Holland	26152 Flatsby Ln LA CA 92653	(c) [Signature]
Jill Galkano	85022 Nellie Gail Rd CA 92653	() [Signature]
David Bakard	85022 Nellie Gail Rd CA 92653	() [Signature]
Eric Kresby	85502 Love Pine Cir	() [Signature]
Alex Pesley	85502 Love Pine Cir	() [Signature]
Geal Slater	25162 TreasBena Lt 92653	() [Signature]
Phil Dandel	20821 Hunter Ln HTS Bch, CA	() [Signature]
Frank [unclear]	20821 Hunter Ln HTS Bch, CA	() [Signature]

A 5 min. Agenda Item City Council Meeting Scheduled For 11/14/17

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NAME	ADDRESS	✓	SIGNATURE
LONGER BLOCK	25761 NELLIE GAIL RD L.H.	()	John A. B. Jr.
Beth Ford	25742 Nellie Gail Rd L.H.	()	Handwritten
Janice Ford	25742 Nellie Gail Rd L.H.	()	Handwritten
MICHAEL FORD	100 CANYON CREEK AVENUE	()	Handwritten
NORTH WILCOX	25762 NELLIE GAIL RD L.H.	()	Handwritten
Janice Ford	25762 Nellie Gail Rd	()	Handwritten
MASUD VALIADI	25771 NELLIE GAIL RD. L.H. CA 92653	()	Handwritten
Dennis Block	25761 NELLIE GAIL RD L.H.	()	Handwritten

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Ryan Moran	2283 Fairbairn St Laguna Hills CA 92653	()	[Signature]
SAMANTHA MOSER	23771 Nellie Gail Rd. L.H 92653	()	[Signature]
DANIEL MOSER	25821 Desert Trail Ct	()	[Signature]
Susan M. M	25812 Nellie Gail	()	[Signature]
Sheryl Mlyde	25741 Nellie Gail Rd. 92653	()	[Signature]
North Wilcox	25411 Gallup Circle Allie Gail	()	[Signature]
Fatrice Mills	25931 Sheryl Rd L.H	()	[Signature]
Mark FSK	27212 Lost Golf Drive, Laguna Hills CA 92653	()	[Signature]

A T... AGAIN THE CITY COUNCIL MEETINGS SCHEDULED FOR 11/14/17

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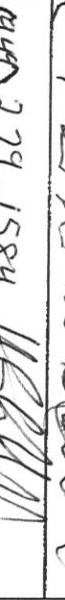
NAME	ADDRESS	✓	SIGNATURE
Wendy Roberts	25462 Nellie Gail Rd Apt 22053	()	Wendy Roberts
David Roberts	" " " "	()	David Roberts
Vanessa Kon	25721 Lone Hues Laguna Hills 92653	()	Vanessa Kon
Barry Gillespie	25721 Lone Hues Laguna Hills 92653	()	Barry Gillespie
Geri Stragusa	25151 Buckboard Ln, Laguna Hills CA	()	Geri Stragusa
John Stragusa	25151 Buckboard Ln, Laguna Hills, CA	()	John Stragusa
Maryann Stragusa	25151 Buckboard Ln, Laguna Hills, CA	()	Maryann Stragusa
		()	

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Lorinda Engelhorn	25052 Buckboard Ln, Laguna Hills, CA 92653	
Akrene Singh	24992 Buckboard Lane, Laguna Hills, CA 92653	
SALLY HALL	24952 Buckboard Ln.	
Jenna Bucares	24932 Buckboard Ln	
B Buccard	11	
Motosa Davalos	25102 Buckboard Ln	
MARK FULMER	25762 Mainstone Dr.	
Robert Blackwood	25515 Laurelme Ln, CA 92653	

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Tina Mudd	2811 Buckboard Ln, CA 92653	(949) 587-9441
KRISNA MARGILLIVRAY	25112 Buckboard Ln, CA 92653	(949) 643-8362
DONNA MARGILLIVRAY	25122 Buckboard Ln, CA 92653	(949) 355-2685
Bill Tellers	25132 Buckboard Lane, Laguna Hills, CA	(949) 521-1810
Rou'Nancy Sparks	28562 Oso Pkwy, RSM, CA 92688	(949) 559-5905
Art Corbett	25131 Buckboard Ln, L.H. 92653	(949) 290 1973
Deirdra Spalding	25078 Buckboard Lane, L.H. 92657	(949) 290 1973
Alvin Spalding	25072 Buckboard Lane, L.H. 92657	(949) 290 1973

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Community Development/Planning

Fee Group	Title	Unit	Time Survey - Cost Build Up (in minutes)		Program Cost (Adds to Times)	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change
			CD: Asst. Planner	CD: Receptionist/Secretary						
			\$134.58	\$120.87						
Miscellaneous Fees	Apiary Registration	Fee	0.5 hrs	0.08 hrs	\$5 for mailing	\$81.96		62%	\$ 50.00	

Attachment: Att 6 Fee Calculation [Revision 1] (1592 : ZTA No. 8-17-3966 Apiaries)