
**CITY COUNCIL
REGULAR
MEETING**



**JUNE 12, 2012
7:00 PM**

AGENDA

Melody Carruth, Mayor

Joel Lautenschleger, Mayor Pro Tempore
Randal Bressette, Council Member

Barbara Kogerman, Council Member
L. Allan Songstad, Jr., Council Member

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BRESSETTE

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

- 1.1 CERTIFICATE OF RECOGNITION, JEENA BONUTTO, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE SPRING 2012 SEMESTER

RECOMMENDATION: THAT MAYOR CARRUTH PRESENT A CERTIFICATE TO JEENA BONUTTO RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

- 1.2 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG AND STUDENT LIAISON ALTERNATE AMANDA JAFEE FOR THE FALL 2012 SEMESTER

RECOMMENDATION: THAT THE CITY CLERK ISSUE THE OATHS OF OFFICE TO LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG AND STUDENT LIAISON ALTERNATE AMANDA JAFEE AND MAYOR CARRUTH PRESENT CERTIFICATES OF APPOINTMENT

- 1.3 PRESENTATION ON THE CITRUS PEST AND DISEASE PREVENTION PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE ON THE CITRUS PEST AND DISEASE PREVENTION PROGRAM.

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.

- 2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO.

3. MINUTES

- 3.1 REGULAR MEETING, MAY 22, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE MAY 22, 2012, REGULAR MEETING.

4. CONSENT CALENDAR

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

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

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING OF ORDINANCES AND RESOLUTIONS.

- 4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 12, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$641,261.65.

- 4.3 PROGRESS PAYMENT NO. 14 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 14, IN THE NET AMOUNT OF \$349,216.60, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

- 4.4 AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED, AGREEMENT NO. D11-066, WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE WATERSHED

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED, AGREEMENT NO. D11-066, WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE WATERSHED AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

- 4.5 AWARD OF CONTRACT FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, INC., IN THE LOW BID AMOUNT OF \$1,778,169.00, AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO THE CONTRACT DOCUMENTS.

4.6 CITY'S CONFLICT OF INTEREST CODE

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REVISING THE CITY'S CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2009-03-24-1.

4.7 ESTABLISHMENT OF A NO PARKING ANYTIME ZONE ON BRIDLEWOOD DRIVE FROM APPIAN TO 180 FEET SOUTHERLY

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ANYTIME ZONE ON THE EAST SIDE OF BRIDLEWOOD DRIVE FROM APPIAN TO 180 FEET SOUTHERLY."

4.8 CLAIM AGAINST THE CITY, HEIRS OF ROMEO JIMENEZ-ZAVALA

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

4.9 FY 2012-2013 TRAUMA INTERVENTION PROGRAM AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE FY 2012-2013 AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND TRAUMA INTERVENTION PROGRAMS, INC.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****5.1 ROLL CALL OF PLANNING AGENCY MEMBERS****5.2 PUBLIC COMMENTS**

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

5.3 MINUTES**5.3.1 REGULAR MEETING, MAY 22, 2012**

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE MAY 22, 2012, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

- 5.4.1 CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE BANK, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY."

5.5 ADMINISTRATIVE REPORTS

- 5.5.1 SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A REVIEW OF SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT."

PLANNING AGENCY ADJOURNMENT**6. CITY COUNCIL PUBLIC HEARINGS****7. ADMINISTRATIVE REPORTS**

7.1 City Manager

7.2 Deputy City Manager/Community Services

7.2.1 FOURTH OF JULY EVENT BOOTHS

RECOMMENDATION: THAT THE CITY COUNCIL ESTABLISH A FORMAL POLICY OF RESTRICTING THE RENTAL OF BOOTHS AT THE ANNUAL FOURTH OF JULY CELEBRATION TO RESIDENT, NON-PROFIT ORGANIZATIONS, FOR THEIR FUND RAISING PURPOSES.

7.3 Public Services Director/City Engineer

7.3.1 REQUEST FOR PARKING ZONE ON THE SOUTHERLY SIDE OF LA PAZ ROAD WESTERLY OF PASEO DE VALENCIA

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A PERMIT PARKING PROGRAM ON THE SOUTH SIDE OF LA PAZ ROAD FROM MONTE VISTA (A PRIVATE STREET) TO 880' WESTERLY THEREOF."

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

8.1 MAYOR CARRUTH

8.1.1 CITY OF MISSION VIEJO SIGN CODE AMENDMENT

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO: (1) SEND A FORMAL LETTER TO THE CITY OF MISSION VIEJO CITY COUNCIL STATING THE CITY OF LAGUNA HILLS OPPOSITION TO THE KALEIDOSCOPE PROPOSED SIGN PROGRAM, MORE SPECIFICALLY TO THE PROPOSED ELECTRONIC SIGNS AND OFF-SITE ADVERTISING; AND (2) NOTIFY ALL LAGUNA HILLS HOMEOWNER ASSOCIATIONS LOCATED ALONG THE I-5 CORRIDOR REGARDING THE PROPOSED SIGN PROGRAM AND ITS POTENTIAL IMPACT TO THE MISSION VIEJO FREEWAY CENTER OFF CABOT.

9. CITY COUNCIL MEMBER COMMENTS

10. CLOSED SESSION

ADJOURNMENT

The next Regular Meeting of the City Council will be June 26, 2012, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by June 8, 2012, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

June 8, 2012

DATE

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CERTIFICATE OF RECOGNITION, JEENA BONUTTO, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE SPRING 2012 SEMESTER

RECOMMENDATION: THAT MAYOR CARRUTH PRESENT A CERTIFICATE TO JEENA BONUTTO RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

SUMMARY:

The City of Laguna Hills and the Laguna Hills School PTSA established a Student Liaison Program in 1993. Jeena Bonutto has served as the Student Liaison for the Spring 2012 semester. Jeena has served as the Student Liaison with distinction, and it is order to recognize her service.

ATTACHMENT:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

JEENA BONUTTO **Laguna Hills High School Student Liaison**

January 24, 2012, through June 12, 2012

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, Jeena Bonutto was appointed to serve as the Student Liaison to the City Council and took the Oath of Office January 24, 2012; and

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

Dated this 12th day of June 2012.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON
ADAM WONG AND STUDENT LIAISON ALTERNATE AMANDA JAFEE FOR
THE FALL 2012 SEMESTER**

**RECOMMENDATION: THAT THE CITY CLERK ISSUE THE OATHS OF OFFICE TO
LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ADAM WONG AND STUDENT
LIAISON ALTERNATE AMANDA JAFEE AND MAYOR CARRUTH PRESENT
CERTIFICATES OF APPOINTMENT.**

SUMMARY:

The Laguna Hills High School Liaison Program is set up to provide for the Student Liaison Alternate to assume the position of Student Liaison after serving as the Alternate for one semester. Adam Wong served as the Student Liaison Alternate for the Spring 2012 semester, and it is in order for Adam to take the Oath of Office as the Student Liaison for the Fall 2012 semester.

Through the recent interview process, Amanda Jafee was selected as the Student Liaison Alternate for the Fall 2012 semester.

ATTACHMENTS:

- Certificates of Appointment

CERTIFICATE OF APPOINTMENT

be it known that

ADAM WONG

*on this date took the Oath of Office
and began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 12th day of June 2012.

MELODY CARRUTH, MAYOR

CERTIFICATE OF APPOINTMENT

be it known that

AMANDA JAFEE

*on this date took the Oath of Office
and began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 12th day of June 2012.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: PRESENTATION ON THE CITRUS PEST AND DISEASE PREVENTION PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE ON THE CITRUS PEST AND DISEASE PREVENTION PROGRAM

SUMMARY:

Officials from the California Department of Food and Agriculture have requested the opportunity to provide a presentation to the City Council regarding the Asian Citrus Psyllid. Included with this staff report is a packet of information provided by the California Department of Food and Agriculture which includes detailed information on this pest.

Mark Olson, representative, will be providing a PowerPoint presentation introducing the Citrus Pest and Disease Program and current community outreach efforts. Debby Tanoyye, Branch Chief, and David Pegos, Special Assistant Plant Health, with the California Department of Food and Agriculture, will be discussing the treatment process.

A copy of a recent article which appeared in the OC Register on the Asian Citrus Psyllid is also attached.

ATTACHMENTS:

- Information Packet
- Newspaper Article



CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

OFFICIAL NOTICE PLEASE READ IMMEDIATELY

PROCLAMATION OF AN EMERGENCY PROGRAM AGAINST THE ASIAN CITRUS PSYLLID

In May 2012, populations of the Asian citrus psyllid (ACP), a serious exotic pest, were detected in the cities of Irvine and San Juan Capistrano in Orange County. In order to determine the extent of the infestation, and to define an appropriate response area, additional surveys took place for several days over a nine-square mile area, centered on the detection sites. The results of the additional surveys indicate that the infestations are sufficiently localized to be amenable for effective implementation of the California Department of Food and Agriculture's (CDFA) current ACP emergency response strategies, which include treatment. Emergency action is needed to protect California from the negative environmental and economic impact this pest will cause, should it be allowed to remain in this area and spread. This pest transmits to citrus trees, via feeding action, a devastating disease known as huanglongbing (HLB). HLB is considered one of the most deadly diseases of citrus in the world. The causal agent of HLB is the phloem-inhabiting bacterium *Candidatus liberibacter*. HLB has been detected in Florida, Texas, Mexico, and Brazil. Additionally, in March 2012, HLB was detected in California. HLB cannot move from tree to tree independently; it is solely dependent on ACP for its transmittal. Therefore, without mitigation measures, such as quarantines and eradication treatments, ACP would spread on infested host plants or by natural dispersal to infest all the citrus-growing areas of the State. The resulting decline and death of citrus trees will have severe consequences to the California citrus industry and to the urban landscape. In addition, without CDFA's actions to eradicate ACP populations before they spread or as soon as they are detected, commercial and residential citrus producers would increase pesticide use in order to control ACP infestations.

The emergency program is based on recommendations developed in consultation with the California HLB Task Force, the United States Department of Agriculture, the Primary State Entomologist, and the Primary State Plant Pathologist. Based on these recommendations, the program includes insecticide treatments to control all life stages of ACP. Pursuant to Sections 5401-5405 and 5761-5763 of the Food and Agricultural Code (FAC), the Secretary is mandated to: thoroughly investigate the existence of the pest; determine the probability that the pest will spread; adopt regulations as are reasonably necessary to carry out the provisions of this code (Title 3 of the California Code of Regulations; Section 3591.21); abate the pest from the established treatment area; and, prevent further economic damage.

In accordance with integrated pest management principles, CDFA has evaluated possible eradication methods and determined that there are no mechanical, biological, or cultural control methods available to eradicate the ACP. To comply with FAC mandates, the treatment plan for ACP eradication in Orange County is as follows:

- Tempo® SC Ultra (cyfluthrin), a contact insecticide for controlling the adults and nymphs of ACP, will be applied to the foliage of host plants; and
- Merit® 2F (imidacloprid), a systemic insecticide for controlling the immature life stages of the ACP, will be applied to the soil underneath host plants.

Both insecticides are applied from the ground using hydraulic spray equipment.

Public Information:

Residents of affected properties will be invited to a public meeting where officials from CDFA, the Department of Pesticide Regulation, the Office of Environmental Health Hazard Assessment, and the Orange County Agricultural Commissioner's Office will be available to address residents' questions and concerns. Residents are notified in writing at least 48 hours in advance of any treatment in accordance with FAC Section 5779. After treatment, completion notices are left with the residents detailing precautions to take and post-harvest intervals applicable to the citrus fruit. Please contact CDFA's toll-free telephone number at 800-491-1899 and staff will be able to assist with any questions related to this project. This telephone number is also listed on all treatment notices.

Enclosed is the Proclamation of an Emergency Program, ACP Work Plan, host list, maps of the treatment areas, alternative treatment methods analysis, and the pest profile.

PROCLAMATION OF AN EMERGENCY PROGRAM
REGARDING THE ASIAN CITRUS PSYLLID

In May 2012, populations of the Asian citrus psyllid (ACP), *Diaphorina citri* Kuwayama, were detected in cities of Irvine and San Juan Capistrano in Orange County. Based on the survey data, pest biology, information from California's Huanglongbing Task Force, recommendations provided to me by the Department's Primary State Entomologist and Primary State Plant Pathologist, and experience gained from the United States Department of Agriculture's (USDA) control efforts in the southeastern United States, I have determined that infestations of ACP exist in the area.

The ACP is an exotic insect that is originally from Asia. It has been introduced into Central and South America, the Caribbean, and Mexico. In the United States, ACP has been found in Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, South Carolina, Texas, and California (San Diego, Orange, Los Angeles, Imperial, Riverside, San Bernardino, and Ventura counties). ACP feeds on members of the plant family Rutaceae, primarily on *Citrus* and *Murraya* species, but is also known to attack several other genera. The most serious damage caused by ACP is due to its vectoring the phloem-inhabiting bacterium *Candidatus liberibacter* the causal agent of huanglongbing (HLB). HLB is considered one of the most devastating diseases of citrus in the world. Symptoms of HLB include yellow shoots with mottling and chlorosis of the leaves, misshapen fruit, fruit that does not fully color, and fruit that has a very bitter taste making it unfeasible for human consumption. The psyllids cause injury to their host plants via the withdrawal of large amounts of sap as they feed and via the production of large amounts of honeydew, which coats the leaves of the tree and encourages the growth of sooty mold, which blocks sunlight from reaching the leaves.

Under my statutory authority, as Secretary of the California Department of Food and Agriculture (CDFA), I have decided, based upon the likely environmental and economic damage that would be inflicted by these infestations of ACP, that it is incumbent upon me to address this threat. This pest presents a major threat to citrus grown within the State. California is the top citrus-producing state in the U.S., with total production valued at over \$1.8 billion. Additionally, the establishment of ACP in California would increase the need for pesticide use by commercial and residential citrus producers, as well as require enforcement of quarantine restrictions. In a recent study in Florida, the presence of HLB increased citrus production costs by 40 percent (Irey, 2008). Because HLB has been detected in Mexico, the establishment of ACP in California will pave the way for HLB to spread. HLB would have severe consequences to both the citrus industry and to the urban landscape via the decline and the death of citrus trees.

My duty to act, and this decision, is based upon authority set forth in Sections 24.5, 401.5, 403, 407, 408, 5401-5405, and 5761-5764 of the Food and Agricultural Code (FAC) authorizing and mandating the Secretary to: thoroughly investigate the existence of the pest; to determine the probability that the pest will spread; to adopt regulations (Title 3 of the California Code of Regulations, Section 3591.21) as are reasonably necessary to carry out the provisions of this code; to abate the pest from the established eradication area; and, to prevent further economic damage. In order to determine the extent of the infestation, and to define an appropriate response area, additional survey took place for several days over a nine-square mile area, centered on the detection sites. The results of this additional survey indicated that the infestation is sufficiently localized to be amenable

for effective implementation of CDFA's current ACP emergency response strategies, which include treatment. Emergency action is needed to protect California from the negative environmental and economic impact this pest will cause, should it be allowed to remain in this area and spread. The enclosed project plan describes CDFA's actions that are necessary to mitigate the spread of this pest.

This decision, to proceed with a treatment program, is based upon a realistic evaluation that it may be possible to address the threat posed by ACP using currently available technology in a manner that is recommended by California's HLB Task Force. Treatment needs and environmental conditions are outlined in the attached work plan. In making this decision, CDFA has evaluated possible eradication methods. In accordance with integrated pest management principles, the following is a list of the options that I have considered for the eradication of this ACP infestation: 1) mechanical controls; 2) biological controls; 3) mass trapping; 4) cultural controls; and 5) the application of pesticides by ground equipment.

Based upon input from my professional staff, including memorandums from the Primary State Entomologist and Primary State Plant Pathologist, and the input of experts familiar with ACP, I have concluded that there are no mechanical, biological, or cultural controls that are effective to eradicate ACP that allow CDFA to meet its statutory obligations. To eradicate ACP from this area, I am ordering ground applications of pesticides be made to all ACP hosts within a 400-meter radius around the detection sites. If additional ACP or immature life stages are detected in the survey area, the treatment area may expand to an 800-meter radius around the infested properties. A description of the alternative treatment methods considered, and methodologies chosen, is contained in the attached work plan.

Sensitive Areas

The treatment area has been reviewed by consulting the Department of Fish and Game's California Natural Diversity Database for threatened or endangered species. Mitigation measures will be implemented as needed. CDFA also consults with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service when rare and endangered species are located within the treatment area. CDFA will not apply pesticides to bodies of water or undeveloped areas of native vegetation. All treatments will be applied to residential properties, common areas within residential developments, and other non-commercial properties.

Treatment Plan

The proposed project area encompasses those portions of Orange County which fall within an approximate nine-square mile area around each property in which ACP has been detected. In order to determine the extent of the infestation, and to define an appropriate response area, additional survey took place for several days over a nine-square mile area, centered on the detection sites. The results of this additional survey indicated that the infestation is sufficiently localized to be amenable for effective implementation of the California Department of Food and Agriculture's current ACP emergency response

strategies, which include treatment. Emergency action is needed to protect California from the negative environmental and economic impact this pest will cause, should it be allowed to remain in this area and spread. A map of the detection sites with the project boundaries and the proposed treatment work plan is attached. In summary form, the treatment plan consists of the following elements:

1. Delimitation. Yellow panel traps will be placed throughout the project area to delimit the infestation and to monitor post-treatment ACP populations. Yellow panel traps are placed at a density of up to 100 traps in the core square mile and 50 traps per square mile in the surrounding eight square miles. Additional traps may be added to further delimit the infestation and to determine the efficacy of treatments. These traps will be serviced on a regular schedule for a period equal to three ACP generations beyond the date of the last ACP detection.
2. Visual survey. All host plants will be inspected at all locations where traps are placed. Host plants will be surveyed within a 400-meter radius around the detection site(s). Up to 100 properties per square mile may be inspected.
3. Treatment. Properties within the treatment area will be treated according to the following protocol: 1) Tempo® SC Ultra (cyfluthrin), a contact insecticide for controlling the adults and nymphs of ACP, will be applied to the foliage of host plants; 2) Merit® 2F, an imidacloprid insecticide, will be applied to soil beneath the drip line of host plants to eradicate developing nymphs.

Treatments will be repeated as per label instructions, for up to two life cycles beyond the last ACP detected (as determined by a life cycle model driven by accumulated day degrees). Both insecticides are applied by ground using hydraulic spray equipment.

Public Information

Residents of affected properties are invited to a public meeting where officials from CDFA, the California Department of Pesticide Regulation, the Office of Environmental Health Hazard Assessment, and the County Agricultural Commissioner's Office will be present to address residents' questions and concerns. Residents are notified in writing at least 48 hours in advance of any treatment in accordance with FAC Section 5779. After treatment, completion notices are left with the residents detailing precautions to take and post-harvest intervals applicable to the citrus fruit.

Public information concerning the ACP project will consist of press releases to the public and direct notification of project developments to concerned local and State political representatives and authorities. Press releases are prepared by CDFA's information officer and the county agricultural commissioner, in close coordination with the project leader responsible for treatment. Either the county agricultural commissioner or the public

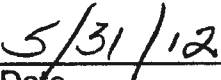
Asian Citrus Psyllid
Proclamation of an Emergency Program
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information officer serves as the primary contact to the media.

If you have any questions related to this program, please contact John Hooper, Program Supervisor at (916) 654-1211.



Karen Ross, Secretary



Date

Attachments

**INTEGRATED PEST MANAGEMENT ANALYSIS OF ALTERNATIVE TREATMENT
METHODS TO ERADICATE THE ASIAN CITRUS PSYLLID
May 2012**

The chemical treatment program used by the California Department of Food and Agriculture (CDFA) for control of the Asian citrus psyllid (ACP), *Diaphorina citri* (Hemiptera: Psyllidae), targets multiple life stages. A contact insecticide is used for an immediate control of adults in order to prevent spread, and a systemic insecticide is used to control developing nymphs and to give the plant long term protection from reinfestation. The contact insecticide preferentially used contains the synthetic pyrethroid cyfluthrin, while the systemic insecticide contains the synthetic neonicotinoid imidacloprid. Both products have been shown to be effective against ACP elsewhere, particularly in Florida. The California Huanglongbing Task Force, a joint government, university, and industry group formed in 2007 to provide guidance to CDFA on matters pertaining to the ACP and huanglongbing, has endorsed the use of these chemicals in CDFA's treatment program.

Below is an evaluation of alternative treatment methods to eradicate ACP which have been considered for treatment programs in California.

A. MECHANICAL CONTROL

Mass Trapping. Mass trapping of adults involves placing a high density of traps in an area in an attempt to physically remove them before they can reproduce. The current available trapping system for ACP relies on short distance visual stimulus, and is not considered effective enough to use in a mass trapping program. CDFA is participating in research to develop a plant volatile attractant to enhance the trap, but the results are preliminary and are currently under review.

Active Psyllid Removal. Adult ACP are mobile daytime fliers, and adults could theoretically be netted or collected off of foliage. However, due to their ability to fly when disturbed, and the laborious and time-prohibitive task of collecting minute insects from several properties by hand, it would be highly unlikely that all adults could be captured and removed. Nymphs attach themselves to developing leaves and stems via their proboscis. Therefore, physical removal of the nymphs would entail removal of the growing shoots which will stunt the tree and reduce fruit production. For these reasons, mechanical control is not considered to be an effective alternative.

B. CULTURAL CONTROL

Cultural Control. Cultural controls involve the manipulation of cultivation practices to reduce the prevalence of pest populations. These include crop rotation, using pest-resistant varieties, and intercropping with pest-repellent plants. None of these options are applicable for ACP control in an urban environment, and may only serve to drive the psyllids outside the treatment area, thus spreading the infestation.

C. BIOLOGICAL CONTROL

Microorganisms. No single-celled microorganisms, such as bacteria, are currently available to control ACP. One species of entomopathogenic fungus, *Isaria fumosorosea* (*Paecilomyces*

fumosoroseus) (Hypocreales: Cordycipitaceae), recently has been shown to be effective at suppressing ACP populations, but it is not yet registered for use on food crops, including citrus, in California. CDFA is cooperating with the University of California at Davis in pursuing authorization to conduct research in California on this fungus for use against ACP.

Nematodes. Entomopathogenic nematodes can be effective for control of some soil-inhabiting insects, but are not effective, nor are they used, against above ground insects such as psyllids.

Parasites and Predators. There have been two parasites released in Florida against ACP, but only one of these are considered somewhat successful there, namely *Tamarixia radiata* (Hymenoptera: Eulophidae). On December 7, 2011, a researcher at the University of California, Riverside (UCR), was issued a Federal permit for release of this insect into the environment in California. CDFA is now actively working with UCR and the citrus industry to pursue options for incorporating this parasite into treatment programs. In addition, testing has begun by UCR on the second species to examine its suitability for potential future releases into California.

Sterile Insect Technique (SIT). SIT involves the release of reproductively sterile insects which then mate with the wild population, resulting in the production of infertile eggs. SIT has not been researched nor developed for ACP, nor has it been developed for any species of psyllids, and is therefore unavailable.

D. CHEMICAL CONTROL

Foliar Treatment. A number of contact insecticides have been researched for use against ACP elsewhere, particularly in Florida. The following ones have been considered for use by CDFA, based on a combination of effectiveness against ACP, worker and environmental safety, and California registration status.

PyGanic®, an organic formulation of a pyrethrin, is registered for use on all host plants. However, PyGanic® alone is not effective in eradicating ACP. Researchers recommend that piperonyl butoxide, a synthetic insecticide synergist be combined with PyGanic® to enhance its effectiveness. Without piperonyl butoxide, environmental conditions may degrade the PyGanic® before an effect on ACP can occur. Piperonyl butoxide is not a certified organic substance; therefore, combining piperonyl butoxide with PyGanic® negates the organic certification. The Environmental Protection Agency classifies piperonyl butoxide as a group C carcinogen, a possible human carcinogen. For these reasons, PyGanic® is not an effective treatment against the ACP.

Sevin® SL is a formulation of carbaryl which may be applied to the foliage of all host plants. Sevin® SL is effective against ACP. Sevin® SL is a wide-spectrum carbamate insecticide which controls hundreds of insect species, including beneficial insects. Sevin® SL requires an extended pre-harvest interval, which is not compatible with residential fruit-growing practices. For this reason, Sevin® SL is not the foliar insecticide of first choice for residential treatments. However, it remains a treatment option in particular situations where the preferred insecticide for foliar treatment, namely Tempo® SC Ultra, temporarily cannot be used because of label restrictions on annual usage amounts per property.

Tempo® SC Ultra is a formulation of cyfluthrin which may be applied to the foliage of all host plants. Tempo® SC Ultra is effective against ACP. Tempo® SC Ultra is a wide-spectrum synthetic pyrethroid insecticide which, like Sevin® SL, controls hundreds of insect species, including beneficial insects. Tempo® SC Ultra is preferentially used over Sevin® SL by CDFA

because it has no pre-harvest interval, which makes it compatible with residential fruit-growing practices.

Soil Treatment. A number of systemic insecticides have been researched for use against ACP elsewhere, particularly in Florida. The following ones have been considered for use by CDFA, based on a combination of effectiveness against ACP, worker and environmental safety, and California registration status.

Merit® 2F is a formulation of imidacloprid which may be applied to the root system of all host plants via a soil drench. Merit® 2F is effective against ACP. Imidacloprid is a synthetic neonicotinoid insecticide which controls a number of other phloem feeding pests such as aphids, mealybugs, etc., but is generally considered safe for beneficial insects.

CoreTect® is a formulation of imidacloprid which may be applied to the root system of all host plants via insertion of a tablet into the soil, followed by watering. CoreTect® is effective against ACP. Imidacloprid is a synthetic neonicotinoid insecticide which controls a number of other phloem feeding pests such as aphids, mealybugs, etc., but is generally considered safe for beneficial insects. It is used in place of Merit® 2F in situations where there are environmental concerns about soil surface runoff of the liquid Merit® 2F formulation, such as host plants growing next to ponds and other environmentally sensitive areas.

E. HOST REMOVAL

Host Removal. Removal of host plants would involve the large scale destruction of plants and their roots by either physical removal or phytotoxic herbicides. The remaining soil may have to be protected against new plants sprouting up by regular herbicide sprays or by tarping. For these reasons, host removal is considered economically inefficient and too intrusive to use over the entirety of the 400- to 800-meter radius treatment area used for ACP. Additionally, host removal could promote dispersal of female psyllids in search of hosts outside of the treatment area, thus spreading the infestation.

F. RESOURCES

Grafton-Cardwell, Elizabeth E., K. E. Godfrey, M. E. Rogers, C. C. Childers, and P. A. Stansly. 2006. Asian citrus psyllid. University of California, Division of Agriculture and Natural Resources Publication 8205. 8 pp. <http://www.anrcatalog.ucdavis.edu/pdf/8205.pdf>

Rogers, M. E. and P. A. Stansly. 2009. Biology and Management of the Asian Citrus Psyllid, *Diaphorina citri* Kuwayama, in Florida Citrus. University of Florida Cooperative Extension Service, ENY-739. 7 pp. <http://edis.ifas.ufl.edu/pdf/IN/IN66800.pdf>.

Asian Citrus Psyllid (ACP) Work Plan

I. Detection Trapping and Visual Survey

The California Department of Food and Agriculture (CDFA) maintains a cooperative state/county trapping program in Orange County for ACP to provide early detection of any infestation in the county. Traps are serviced by agricultural inspectors. The trap used for ACP detection is the yellow panel trap. The yellow panel trap is a two-sided board coated with stickum. ACP becomes entangled on the sticky capture surface. Yellow panel traps have proven successful at detecting infestations of ACP. Proper deployment enhances catch success.

At all locations where traps are placed, the host plant is visually inspected for ACP. If there is evidence that ACP exists, the host will be sweep-netted for ACP samples.

Urban and Rural Residential Detection Survey

- 1) Yellow Panel Traps
 - a) Trap Density: 5 traps/square mile.
 - b) Trap Servicing Interval: Every two weeks.
 - c) Trap Relocation and Replacement: Traps should be replaced and relocated every six weeks to another host at least 500 feet away if other hosts are available.
- 2) Visual and Sweep-Net Survey
 - a) Trap Sites: Visual surveys and sweep-netting should be conducted once at each trapping site when the trap is placed or relocated at that site.
 - b) Detection Survey: Twenty sites per square mile should be visually inspected and sweep-netted each month. These sites should be rotated each month if hosts are available at alternate sites.

II. Delimitation Survey Protocols

The protocols below are to be used upon the detection of a single psyllid.

Urban and Rural Residential Delimitation Survey

Any detection of ACP not associated with a recently arrived nursery or landscaping shipment from an infested area shall trigger a delimitation survey. This survey shall continue for three life cycles past the last psyllid found.

- 1) Yellow Panel Traps
 - a) Trap Density: Up to 100 traps per square mile in the core square mile (0.5 mile radius from detection site), up to 50 traps per square mile in the first buffer (1.5 mile radius from detection site).
 - b) Trap Servicing Interval: First week: daily in the core, twice a week in the buffer. Second week and longer: weekly for all traps.
 - c) Trap Relocation and Replacement: Traps do not need to be relocated. Traps should be replaced every six weeks or sooner if needed.

- d) Post-Treatment Monitoring: Trap densities will remain at this level for three life cycles past the last psyllid detected.

2) Visual and Sweep-Net Survey

All properties within 400 meters of the initial detection shall be surveyed. Initial surveys should be door-to-door, moving outward in all directions from the original detection site. Additional detection locations shall be used as new epicenters to expand survey boundaries using a 0.25-mile radius.

If high or scattered ACP populations are found in the initial inspections, a transect survey may be implemented to rapidly determine the extent of the infestation. This involves inspecting a minimum of 20 properties per square mile.

III. Treatment

Trigger: Treatment is warranted upon the detection of one or more psyllids.

Treatment Area: Treatments may extend to 800 meters around each detection site. Only host plants are treated.

Treatment Plan: Both foliar and systemic insecticides will be applied. Foliar insecticides are useful for immediate reduction of the adult population in order to eliminate dispersal, while systemic insecticides are necessary to kill the sedentary nymphs. The frequency of the treatments is dependent on the insecticide applied and severity of the infestation.

1) Foliar Treatment

Tempo® SC Ultra (cyfluthrin), a contact insecticide is used for controlling ACP adults and nymphs. This material will be applied as per label instructions for up to two life cycles beyond the last ACP detected (as determined by a life cycle model driven by accumulated day degrees). Tempo® SC Ultra may be applied to the foliage of all host plants within an 800-meter radius of the detection sites, using hydraulic spray or hand spray equipment. Affected properties will be notified in writing at least 48 hours prior to treatment. Following treatment, completion notices are left with the homeowners detailing precautions to take and post-harvest intervals applicable to any fruit on the property.

2) Soil Treatment

Merit® 2F, an imidacloprid insecticide will be applied to soil beneath the drip line of host plants to control developing nymphs and adult psyllids. This material will be applied a minimum of one time to the soil of host plants at designated residential properties. Affected properties will be notified in writing at least 48 hours prior to treatment. Following treatment, completion notices are left with the homeowners detailing precautions to take and post-harvest intervals applicable to any fruit on the property.

IV. Quarantine

Trigger: A quarantine is warranted upon the detection of one or more psyllids.

Regulated Articles: All articles capable of harboring ACP shall be regulated in accordance with the most recent Federal Domestic Quarantine Order (USDA 2008).

Quarantine Length: Three life cycles past the last psyllid found if delimitation and eradication actions are initiated. A permanent quarantine will remain in place if such actions are not initiated.

V. Outreach

Residents of affected properties are invited to a public meeting where officials from CDFA, the California Department of Pesticide Regulation, the Office of Environmental Health Hazard Assessment, and the County Agricultural Commissioner's Office will be present to address residents' questions and concerns. Residents are notified in writing at least 48 hours in advance of any treatment in accordance with Food and Agricultural Code 5779. After treatment, completion notices are left with the residents detailing precautions to take and post-harvest intervals applicable to the citrus fruit.

Public information concerning the ACP project will consist of press releases to the public and direct notification of project developments to concerned local and State political representatives and authorities. Press releases are prepared by CDFA's information officer and the county agricultural commissioner, in close coordination with the project leader responsible for treatment. Either the county agricultural commissioner or the public information officer serves as the primary contact to the media.

VI. Life Cycle Projections

ACP can complete one life cycle in as little as two weeks. The developmental parameters for Florida populations of ACP from egg to adult are a lower threshold of 10.45° C and a degree day accumulation of 249.88 days (Fahrenheit threshold 50.81° F, 449.78 DD) (Liu and Tsai 2000). Liu & Tsai (2000) further reported that ACP failed to complete development at 10° C and 33° C (50° F and 91.4° F).

PEST PROFILE

Common Name: Asian Citrus Psyllid

Scientific Name: *Diaphorina citri* Kuwayama

Order and Family: Hemiptera, Psyllidae

Description: The Asian citrus psyllid is 3 to 4 mm long with a brown mottled body. The head is light brown. The wings are broadest in the apical half, mottled, and with a dark brown band extending around the periphery of the outer half of the wing. The insect is covered with a whitish waxy secretion, making it appear dusty. Nymphs are generally yellowish orange in color, with large filaments confined to an apical plate of the abdomen. The eggs are approximately 0.3 mm long, elongated, and almond-shaped. Fresh eggs are pale in color, then, turn yellow, and finally orange at the time of hatching. Eggs are placed on plant tissue with the long axis vertical to the surface of the plant.

History and Economic Importance: Asian citrus psyllid was first found in Palm Beach County, Florida, in June 1998 in backyard plantings of orange jasmine. By 2001, it had spread to 31 counties in Florida, with much of the spread due to movement of infested nursery plants. In the spring of 2001, Asian citrus psyllid was accidentally introduced into the Rio Grande Valley, Texas on potted nursery stock from Florida. It was subsequently found in Hawaii in 2006, in Alabama, Georgia, Louisiana, Mississippi, and South Carolina in 2008. The ACP was first found in California on August 27, 2008 in San Diego County. Subsequent to this initial detection in San Diego County, the ACP has been detected in Imperial, Orange, Los Angeles, San Bernardino, Riverside, and Ventura counties. The Asian citrus psyllid has the potential to establish itself throughout California if allowed to spread. The most likely sources of infestation are Mexico, other infested U.S. states, or Asia. There were 170 interceptions of Asian citrus psyllid at U.S. ports on plant material with an Asian origin from 1985 to 2003.

Distribution: The Asian citrus psyllid is found in tropical and subtropical Asia, Afghanistan, Saudi Arabia, Reunion, Mauritius, parts of South and Central America, Mexico, the Caribbean, and in the U.S. (Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, South Carolina, Texas, and California [San Diego, Imperial, Orange, Los Angeles, Riverside, San Bernardino, and Ventura counties]).

Life Cycle: Eggs are laid on tips of growing shoots; on and between unfurling leaves. Females may lay more than 800 eggs during their lives. Nymphs pass through five instars. The total life cycle requires from 15 to 47 days, depending on environmental factors such as temperature and season. The adults may live for several months. There is no diapause but populations are low in the winter or during dry periods. There are nine to 10 generations a year, with up to 16 noted under observation in field cages.

Host and Damage: The Asian citrus psyllid feeds mainly on *Citrus* spp., at least two species of *Murraya*, and at least three other genera, all in the family Rutaceae. The most serious damage caused by Asian citrus psyllid is due to its ability to effectively vector the phloem-inhabiting bacterium *Candidatus liberibacter asiaticus* that causes citrus greening disease. In the past, this bacterium has been extremely difficult to detect and characterize. In recent years, however, DNA probes, electron microscopy, and enzyme-linked immunosorbent assay tests (ELISA) have been developed that have improved detection. Symptoms of citrus greening include yellow

shoots, with mottling and chlorosis of the leaves. The juice of the infected fruit has a bitter taste. Fruit does not color properly hence the name "greening." Citrus greening is one of the most devastating diseases of citrus in the world. Damage from the psyllids occurs in two ways: the first by drawing out of large amounts of sap from the plant as they feed and, secondly, the psyllids produce copious amounts of honeydew. The honeydew then coats the leaves of the tree, encouraging sooty mold to grow which blocks sunlight to the leaves. The once flourishing citrus industry in India is slowly being wiped out by dieback. This dieback has multiple causes, but the major reason is due to HLB.

Partial Host List

COMMON NAME	SCIENTIFIC NAME
Bael fruit	<i>Aegle marmelos</i>
Chevalier's aeglopsis	<i>Aeglopsis chevalieri</i>
	<i>Afraegle gabonensis</i>
	<i>Afraegle paniculata</i>
	<i>Atalantia</i> spp.
Uganda powder flask	<i>Balsamocitrus dawei</i>
Curry leaf	<i>Bergera koenigii</i>
Cape chestnut	<i>Calodendrum capense</i>
Calamondin	<i>Citrofortunella microcarpa</i>
Citrange	<i>Citroncirsus webberi</i>
African cherry orange	<i>Citropsis schweinfurthii</i>
Citrus	<i>Citrus</i> spp.
	<i>Clausena anisum-olens</i>
Pink wampee	<i>Clausena excavata</i>
Clausena	<i>Clausena indica</i>
Wampee	<i>Clausina lansium</i>
Desert lime	<i>Eremocitrus glauca</i>
	<i>Eremocitrus hybrid</i>
Kumquat	<i>Fortunella</i> spp.
Wood apple	<i>Limonia acidissima</i>
	<i>Merrillia caloxylon</i>

COMMON NAME

SCIENTIFIC NAME

Finger lime

Microcitrus australasica

Round lime

Microcitrus australis

Microcitrus papuana

Microcitronella sydney.

Mock orange

Murraya spp.

Naringi crenulata

Pamburus missionis

Trifoliate orange

Poncirus trifoliata

Chinese box orange

Severinia buxifolia

Tabog

Swinglea glutinosa

Orange climber plant

Toddalia asiatica

Toddalia

Toddalia lanceolata

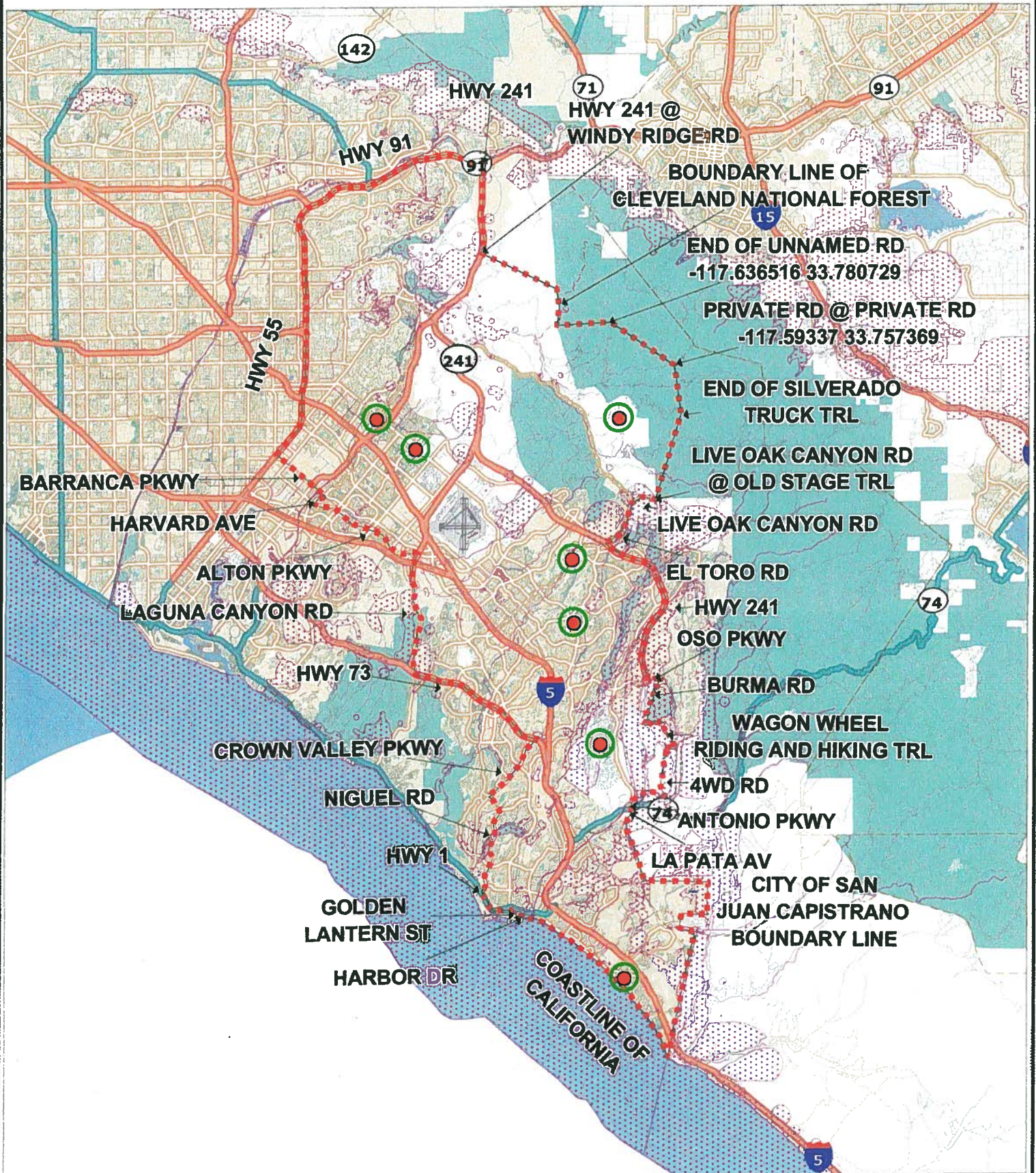
Triphasia trifolia

White ironwood

Vepris lanceolata

Xanthoxylum fagara

ASIAN CITRUS PSYLLID
IRVINE, ORANGE COUNTY
2012



● DETECTION SITE
- - - - - MAXIMUM PROGRAM BOUNDARY



○ PROPOSED 800M GROUND TREATMENT AREA



SENSITIVE ENVIRONMENTAL AREA / TREATMENT MITIGATIONS IN PLACE

Citrus treatments against disease-bearing bug begin Monday in San Juan

BY FRANK SHYONG / THE ORANGE COUNTY REGISTER

As they prepare to start applying insecticides to fruit trees in parts of San Juan Capistrano on Monday, state officials asked residents at a public meeting Thursday night to help prevent the spread of a bug-borne bacteria that could threaten California's \$2 billion citrus crop.

State detection teams recently discovered the Asian citrus psyllid near Junipero Serra Road and Camino Capistrano in San Juan. The tiny flying insect carries huanglongbing, or "yellow dragon disease," which attacks citrus trees, producing yellowing, blotchy leaves and bitter and misshapen fruit and eventually killing the tree.

To try to prevent the bug's spread, officials of the [California Department of Food and Agriculture](#) plan to begin Monday to apply insecticides to citrus trees and surrounding soil in an area roughly between Alipaz Street in the west and La Novia Avenue in the east, centered by Camino Capistrano and San Juan Creek Road. In the next month, about 6,000 residents will receive notices describing the process and scheduling times for the treatment.

Officials say California is the last major citrus-growing region in the world that has not been decimated by the HLB bacteria.

"We're biding our time," said Mike Bennett, Orange County's deputy agricultural commissioner. "We're hoping we'll get 10 years."

Parts of Santa Ana already have been treated, and insecticide also will be applied to citrus trees in Irvine, Mission Viejo, Ladera Ranch, Lake Forest and San Clemente, officials said.

The Asian citrus psyllid, no more than a speck to the human eye, was first discovered in California in late 2009. HLB was found in March in Hacienda Heights in Los Angeles County, resulting in a 93-square-mile quarantine area where every citrus plant has been treated, moved to psyllid-resistant housing or destroyed. If HLB is discovered anywhere else, owners of commercial and residential citrus plants in the area would face the same quarantine conditions, officials said.

Citrus research centers around the state are pouring money into developing HLB-resistant plants, and detection teams have distributed sticky yellow insect panels around Orange County to try to track the psyllid's spread.

Public information is key, agriculture officials said. State representatives are sounding the alarm at every county fair, expo, public forum and garden party they can, seating themselves beneath signs that blare "SAVE OUR ORANGES" in block letters.

The front lines of the battle may be in residential back yards, Bennett said. "Every holdout (from the insecticide treatment) is an entry point for the disease," he said.

Bennett said Orange County's commercial citrus groves are small and few in number, but a few miles east of San Juan Capistrano in Rancho Mission Viejo, a 350-acre grove encompassing 63,000 lemon trees is harvested annually.

People with residential citrus plants also are being asked to contribute to the psyllid-fighting effort. Roberta Felix, who has a 6-year-old orange tree on her property, attended Thursday's meeting to find out whether the treatments could harm her dogs. The tree is young and doesn't yield many oranges, but the few she has harvested have been sweet, she said. Still, Felix said she's willing to get rid of the tree if it will help stop the disease. "If it's detrimental to our citrus crops, then, yeah, I'd like to prevent it," she said.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
MAY 22, 2012**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Lautenschleger

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

1.1 PRESENTATION BY ORANGE COUNTY FIRE AUTHORITY REGARDING "SIDEWALK CPR"

THE CITY COUNCIL RECEIVED AN ORAL PRESENTATION FROM OCFA BATTALION CHIEF ART NEVAREZ ON THEIR "SIDEWALK CPR" PROGRAM.

2. PUBLIC COMMENTS

EMERGENCY PREPAREDNESS CLASS

Mike Bland, Laguna Hills, reported that he had attended the City of Aliso Viejo's City Council meeting and indicated that at the meeting all of the participants that attended the City of Aliso Viejo's Emergency Preparedness class had received plaques upon completion. Mr. Bland suggested that the City of Laguna Hills could offer plaques for those individuals who attend the City's Emergency Preparedness class.

DARK HORSE COMMITTEE

Mike Bland, Laguna Hills, gave an update on the Dark Horse Committee and their efforts in supporting those Marines participating in the Laguna Hills Memorial Day Half Marathon Event.

Evan Gost, Laguna Hills, thanked the City Council for its efforts in helping Team Dark Horse Committee support the City's adopted 3/5 Marine Battalion. Mr. Gost acknowledged Mike Bland for his tireless efforts in this endeavor.

LAGUNA HILLS HIGH SCHOOL GRAD NIGHT FUND RAISER

Meg Gorham, gave an update on the Laguna Hills High School Grad Night Fund raiser, Win-Win-Wednesday.

ASPHALT CURBS ON SHENANDOAH DRIVE

Meg Gorham had concerns with the condition of the asphalt curbs on Shenandoah Drive.

Mr. Rosenfield indicated if the neighborhood had an interest in changing the asphalt curb to concrete, that request could be considered in the future.

HISTORICAL BARN OPEN HOUSE

Clarence Hauschild, Laguna Hills, indicated he had attended the Traffic Commission Meeting on May 16, 2012, to bring to their attention his parking issue on La Paz Drive. Mr. Hauschild handed out flyers regarding his Barn Open House and invited the City Council to attend the event.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO.

3. MINUTES

3.1 REGULAR MEETING, MAY 8, 2012

MOTION TO APPROVE THE MINUTES OF THE MAY 8, 2012, REGULAR MEETING, BY M/MAYOR PRO TEMPORE LAUTENSCHLEGER, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 5-0.

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER SONGSTAD, WITH COUNCIL MEMBER KOGERMAN REMOVING ITEM NO. 4.4.

APPROVED BY A VOTE OF 5-0.

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

THE CITY COUNCIL WAIVED READING OF ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 22, 2012

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$814,421.64.

4.3 ZONING TEXT AMENDMENT NO. 01-12-2163, AMENDING TITLE 9 "ZONING AND SUBDIVISIONS" OF THE LAGUNA HILLS MUNICIPAL CODE TO ESTABLISH A PROCEDURE FOR PROVIDING REASONABLE ACCOMMODATION IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES FOR PERSONS WITH DISABILITIES

THE CITY COUNCIL ADOPTED ORDINANCE NO. 2012-2, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 9-93, ENTITLED 'REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES,' TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATIONS IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS.

4.5 CONTRACTOR SERVICES AGREEMENT FOR CATCH BASIN DEBRIS GATE MANUFACTURING AND INSTALLATION SERVICES WITH G2 CONSTRUCTION, INC.

THE CITY COUNCIL APPROVED THE CONTRACTOR SERVICES AGREEMENT FOR CATCH BASIN DEBRIS GATE MANUFACTURING AND INSTALLATION SERVICES WITH G2 CONSTRUCTION, INC., AND AUTHORIZED THE CITY MANAGER TO SIGN THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

4.6 REIMBURSEMENT WAIVER ASSOCIATED WITH THE WIDENING OF AVENIDA DE LA CARLOTA, CIP NO. 164, AND THE AGREEMENT FOR ACQUISITION OF INTERESTS IN REAL PROPERTY (G & M OIL COMPANY)

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2012-05-22-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING A REIMBURSEMENT WAIVER ASSOCIATED WITH THE WIDENING OF AVENIDA DE LA CARLOTA, CIP NO. 164, AND THE AGREEMENT FOR ACQUISITION OF INTERESTS IN REAL PROPERTY (G & M OIL COMPANY).

4.7 AWARD OF CONTRACT FOR TURF RENOVATION AT LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238A

THE CITY COUNCIL AWARDED THE CONTRACT FOR TURF RENOVATION AT LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238A, TO THE APPARENT LOW BIDDER, CSA HOLDINGS, INC., DBA SPORTS FIELD INSTALLATION/SPORTS FIELD SERVICES, IN THE LOW BID AMOUNT OF \$74,200.00, AND AUTHORIZED THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO THE CONTRACT DOCUMENTS.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.4 FY 2012-2013 LAW ENFORCEMENT SERVICES AGREEMENT

Council Member Kogerman removed this item from the Consent Calendar to receive clarification on the number of patrol deputies and also the total number of equivalent full time officers. Council Member Kogerman inquired about protecting the City's interests from unforeseeable increased costs, as the Agreement had no cap and was subject to future agreement between the Sheriff Deputies bargaining unit and the County of Orange.

City Manager Channing indicated our protection was limited to the County of Orange's success in negotiating appropriate and fair compensation benefits for its employees. City Manager Channing stated that in between agreements there had to be a mechanism in place for the City to pick up that cost. However, the Sheriff Finance staff had done a good job of projecting those costs and the City had budgeted for them.

Council Member Kogerman asked City Attorney Simonian to provide an explanation of the adult businesses listed in the Agreement and the licensing procedures. City Attorney Simonian indicated the Agreement referred to the business license section of the City's Municipal Code and listed those businesses regulated by the City. City Attorney Simonian indicated the origin of the list came from the County of Orange Code and was reflective of the City's current Code. To his knowledge, the City had only licensed peddlers, second hand dealers, and massage establishments/technicians, to date.

**MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FY 2012-2013 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS, BY M/COUNCIL MEMBER KOGERMAN, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.**

5. 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 7:36 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, MAY 8, 2012

MOTION TO APPROVE THE MINUTES OF THE MAY 8, 2012, REGULAR MEETING AS REFERENCED IN CITY COUNCIL MINUTES BEGINNING ON PAGE 3, BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER KOGERMAN.

APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

5.5 ADMINISTRATIVE REPORTS

5.5.1 PRELIMINARY REPORT ON A REQUEST BY FRITZ DUDA COMPANY TO REDEVELOP OAKBROOK VILLAGE SHOPPING CENTER AT 24231-24391 AVENIDA DE LA CARLOTA

Fritz Duda, owner of Oakbrook Village, indicated he was excited about the project and was looking forward to working with the City Council and staff.

John Loper, representative of Palm Tree Communities Consulting, Inc., gave a brief oral presentation on the project and answered questions from the City Council.

Valerie Bromberg, Laguna Hills, indicated she wanted clarification on whether the residential units would be apartments or condominiums.

MOTION TO RECEIVE A PRESENTATION ON THE REDEVELOPMENT OF THE OAKBROOK VILLAGE SHOPPING CENTER, BY M/AGENCY MEMBER BRESSETTE, S/VICE CHAIR LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 8:48 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 2012 WEED ABATEMENT PROGRAM PUBLIC HEARING

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

**ADOPTED RESOLUTION NO. 2012-05-22-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.**

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manger made no reports.

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

8.1 COUNCIL MEMBER KOGERMAN

8.1.1 REPEAL OF LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200 REMOVAL FROM OFFICE

**MOTION TO DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE TO REPEAL LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200 ENTITLED "REMOVAL FROM OFFICE" TO BE PRESENTED FOR INTRODUCTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER BRESSETTE.
NO VOTE WAS TAKEN ON THIS MOTION.**

**SUBSTITUTE MOTION TO KEEP THE CURRENT PROVISIONS AS STATED IN THE CITY OF LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200, BY M/MAYOR CARRUTH, S/COUNCIL MEMBER SONGSTAD.
APPROVED BY A VOTE OF 3-2 (WITH COUNCIL MEMBERS BRESSETTE AND KOGERMAN VOTING NO.)**

9. CITY COUNCIL MEMBER COMMENTS

MAYOR CARRUTH

Mayor Carruth reported on her attendance at International Day on Friday, May 18, 2012, at Valencia Elementary School.

COUNCIL MEMBER BRESSETTE

Council Member Bressette commented on the motion regarding the Section 2-08.200 of the Laguna Hills Municipal Code, and indicated that the voters did not vote on the Code Section at the time of the City's incorporation.

COUNCIL MEMBER KOGERMAN

Council Member Kogerman requested that the Mayor report on the status of the City Manager's contract negotiations.

Mayor Carruth indicated that the contract negotiations were concluded.

10. CLOSED SESSION

There was no Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 9:07 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

MELODY CARRUTH, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 12, 2012.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$ 641,261.65.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

6-7-12
DATE

FISCAL IMPACT:

The warrant register total is \$ 641,261.65.

ATTACHMENTS:

1. Warrant Register

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 12, 2012**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
OPREPAID WARRANTS:			
AT&T	Communication Expense, Administrative Services Fax Line, May '12	8803342	\$ 85.31
AU-YEUNG, MELISSA	Travel Reimbursement, Administrative Services, May '12	8803328	548.30
AU-YEUNG, MELISSA	Travel Reimbursement, Administrative Services, May '12	8803364	325.87
BSN SPORTS	Program Supplies, Community Services, May '12	8803365	1,418.60
CALIBER SIGNS & IMAGING, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803343	2,470.78
CHEVRON	Vehicle Fuel, May '12	8803376-380	2,293.27
ELITE SHOW SERVICES, INC.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803344	315.78
EVERBANK COMMERCIAL FINANCE	Lease - Copier, City Hall, May '12	8803345	221.04
G & M OIL COMPANY	Reimbursement City Fees, El Toro Rd @ Carlota Street Improvements CIP # 164	8803346	17,237.80
JCTEES.COM CORPORATION	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '12	8803330	14,080.34
K F STUDIOS	Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, May '12	8803397	1,530.00
MAIN GRAPHICS	Printing, Community Services, May '12	8803401	341.96
MARTIN-RUSK, DINA	Contract Instructor Fee, Zumba Spring Session, Community Services	8803331	750.40
MEDLOCK, GEORGE	Contract Instructor Fee, Drumming Spring Session, Community Services	8803332	672.00
MENDEL, DEREK	Claim Settlement Agreement	8803333	65.00
MOBILE MINI, INC.	Storage Rental Fee, Community Services, May '12	8803334	82.97
NOLAN, PAUL, EMT-D	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803347	1,064.00
PACIFIC COAST RACE TIMING	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803406	1,200.40
REFUND, COMMUNITY SVCS PROGRAM	P. Horton, V# 2002373.002	8803335	40.00
REFUND, COMMUNITY SVCS PROGRAM	L. Peng, V# 2002375.002	8803336	35.00
REFUND, COMMUNITY SVCS PROGRAM	N. Williams, R# 1017459.002	8803337	52.00
REFUND, FACILITY RENTAL DEPOSIT	L. Rodriguez, V# 2002381.002	8803351	500.00
REFUND, VEHICLE CITATION	S. Meek, Citation # P0580812	8803348	110.00
REFUND, VEHICLE CITATION	R. Patrick Citation # P0619459	8803349	2.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 12, 2012**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
REFUND, VEHICLE CITATION	K. Burns, Citation # P0623677	8803350	45.00
RENEGADE RACING	Event Management Services, 2012 1/2 Marathon and 5K Event, May '12, Partial Payment	8803352	6,000.00
REYES, JANICE MATEO	Petty Cash Replenishment, Departmental Operating Expenditures, May '12	8803353	550.15
S & S PORTABLE SERVICES	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803409	2,332.79
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights and Traffic Control, Apr '12	8803338	183.48
SAN DIEGO GAS & ELECTRIC	Electric Usage, Community Center, Traffic Control and Street Lights, Apr '12	8803354	20,815.90
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Apr '12	8803339	8,801.39
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, May '12	8803355	1,028.79
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, May '12	8803413	917.41
SPRINT	Communication Expense, Community Services, Apr '12	8803340	162.95
TOTALFUNDS BY HASLER	Postage, Meter Replenishment, Apr '12	8803356	1,000.00
TRISKELION EVENT SERVICES, INC	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803357	416.75
U.S. POSTAL SERVICE	Postage, Combined Issue City Views/Community Services Summer 2012 Activity Guide	8803341	2,500.00
U.S. POSTAL SERVICE	Postage, Community Mailing, Water Quality Notification	8803358	84.80
WHITE, DONALD	Travel Advance and Reimbursement, Administrative Services, May - Jun '12	8803421	479.36
Total Prepaid Warrants:			\$ 90,761.59

REGULAR WARRANTS:

A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, May '12	8803359	\$ 2,857.03
AGE WELL SENIOR SERVICES	Florence Sylvester Senior Center Rehabilitation Project, CDBG, May '12	8803360	57,917.00
ALICEA, MIA	Contract Instructor Fee, Dancing Spring Session, Community Services	8803361	243.60
ASHWORTH AWARDS	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '12	8803362	2,928.89
ATHALYE CONSULTING ENGINEERING	Professional Fees, La Paz Widening @ I-5 CIP # 159	8803363	47,646.25
BUREAU VERITAS NORTH AMERICA	Professional Fees, On-Call Inspections, Apr '12	8803366	2,380.00
C&D ELECTRIC, INC.	Lighting Repairs and Inspections, Parks, May '12	8803367	561.04

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 12, 2012**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
CC2 REPROGRAPHICS	Printing Expense, Engineering, May '12	8803368	81.68
CALIBER SIGNS & IMAGING, INC.	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '12	8803369	675.45
CALIF PARK & REC SOCIETY, INC.	Membership, Community Services, FY 11/12	8803370	135.00
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, Community Center, May '12	8803371	834.75
CALIFORNIA YELLOW CAB	Dial-a-Taxi, Senior Transportation Program, Apr '12	8803372	180.00
CARRINO, MARGARET	Professional Fees, Paleontology, Community Services, Mar - Apr '12	8803373	325.00
CARSON, ANTHONY D.	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803374	187.50
CHARLES ABBOTT ASSOCIATES, INC.	Professional Fees, Plan Checking and Building & Safety Services, Apr '12	8803375	9,623.89
COMPLETE OFFICE OF CALIFORNIA	Office Supplies, Community Center, May '12	8803381	212.31
CRYSTAL DIGITAL IMAGES	Annual Web Hosting GotFossils.com	8803382	100.00
DALEY & HEFT, LLP	Professional Fees, Legal Services, Apr '12	8803383	2,449.00
ELECTRIC CITY PRINTING COMPANY	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '12	8803384	847.63
ELKINS, CHRISTINA	Contract Instructor Fee, Dancing Spring Session, Community Services	8803385	137.20
ENERGOV SOLUTIONS	Software Maintenance, Community Development, Jul - Sep '12	8803386	3,505.00
FAUBEL PUBLIC AFFAIRS	Professional Fees, Combined Issue, City Views/Community Services Summer 2012 Activity Guide	8803387	6,619.35
FRANCHISE TAX BOARD	Withholding Remittance, Garnishment, May '12	8803388	62.50
GEMINI TIMING	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '12	8803389	500.00
GOVPARTNER	Hosting Fees, Request Partner, May '12	8803390	500.00
HARRINGTON GEOTECH ENGINEERING	Professional Fees, Pavement Resurfacing - Moulton Parkway to Paseo De Valencia CIP # 169	8803391	2,753.00
HINDERLITER, DE LLAMAS & ASSOC	Professional Fees, Sales Tax Audit 2nd Qtr '12 and Recovery Fee 4th Qtr '11	8803392	8,613.60
IRON MOUNTAIN OFFSITE	Off Site Data Storage, Apr '12	8803393	208.26
JAMEY CLARK, INC.	Graffiti Removal, Parks, May '12	8803394	1,088.77
JCTEES.COM CORPORATION	Uniforms, Community Services, May '12	8803395	430.39
JOE A. GONSALVES & SON	Professional Fees, Legislative Services, Jun '12	8803396	2,900.00
LIEBERT CASSIDY WHITMORE	Professional Fees, Legal Services, Apr '12	8803398	3,165.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
June 12, 2012**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
LINDY OFFICE PRODUCTS	Operating Supplies, May '12	8803399	49.52
LUCY, STEVEN	Program Expense, Community Services, Jun '12	8803400	450.00
OFFICE SOLUTIONS	Office and Operating Supplies, May '12	8803403	779.60
ORANGE COUNTY REGISTER	Subscription, City Hall, 05/23/12 - 08/23/12	8803404	103.65
ORANGE COUNTY REGISTER	Subscription, Community Center, 06/01/12 - 07/27/12	8803405	79.30
ORANGE COUNTY TREASURER	Road Maintenance, Mar '12	8803408	33,478.73
QUIKSILVER COURIER	Delivery Service, May '12	8803407	73.16
SADDLEBACK FAMILY & URGENT CARE	Pre-employment Physicals, Feb - Apr '12	8803410	200.00
SEMA CONSTRUCTION, INC.	Progress Payment #14, La Paz Widening @ I-5 CIP # 159	8803411	349,216.60
SOCAL OFFICE TECHNOLOGIES	Printer, Maintenance and Supplies, Jun '12	8803412	546.20
SPECTRUM SPECIALTIES & AWARDS	Program Supplies, 1/2 Marathon and 5K Event, Community Services, May '12	8803414	1,229.91
STANDARD TEL NETWORKS, LLC	Maintenance, Phone System, Community Center, Apr '12	8803415	210.00
STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting, Apr '12	8803416	32.00
THE LIFE TRENDS GROUP	Employee Training, AED/CPR Certification, May '12	8803417	1,259.92
TURF STAR, INC.	Maintenance, Utility Cart, Community Center, May '12	8803418	260.15
WEST COAST ARBORISTS, INC.	Tree Planting, Urban Reforestation, CIP # 320	8803419	225.00
WEST PUBLISHING CORPORATION	Subscription, City Clerk, May '12	8803420	176.72
WILLDAN	Professional Fees, La Paz Open Space Riparian Habitat CIP # 615	8803422	975.00
XEROX CORPORATION	Lease - Copier, City Hall, May '12	8803423	485.51
Total Regular Warrants:			\$ 550,500.06
**WARRANT REGISTER TOTAL **			\$ 641,261.65



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES

ISSUE: PROGRESS PAYMENT NO. 14 FOR LA PAZ ROAD WIDENING AT I-5
IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT
NO. 14, IN THE NET AMOUNT OF \$349,216.60, TO SEMA CONSTRUCTION, INC., FOR
THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

SUMMARY:

Work on the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, began on April 7, 2011, and is being performed by SEMA Construction, Inc. Work performed in April included engineering, progress scheduling, site management, inlet protection, street sweeping, rain event planning, storm water sampling, signage, traffic control, pavement marking, clearing and grubbing, excavation, irrigation, steel reinforcement, slope protection, asphalt concrete, signal and lighting, mobilization, and electrical. The contractor has submitted the fourteenth progress payment request for approval.

BACKGROUND:

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

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	RE Office	.05	LS	\$ 50,000.00	\$ 2,500.00
2	Progress Schedule	.05	LS	\$ 3,000.00	\$ 150.00

June 12, 2012

3	Time Related Overhead	19	WD	\$ 2,000.00	\$ 38,000.00
4	Construction Site Mgmt	.05	LS	\$ 10,000.00	\$ 500.00
7	Temp Fiber Roll	144	LF	\$ 2.20	\$ 316.80
10	Temp Inlet Protection	2	EA	\$ 86.00	\$ 172.00
11	Street Sweeping	.12	LS	\$ 25,000.00	\$ 3,000.00
14	Rain Event Action Plan	3	EA	\$ 100.00	\$ 300.00
16	Storm Water Sampling	1	EA	\$ 400.00	\$ 400.00
18	Construction Signage	.05	LS	\$ 40,400.00	\$ 2,020.00
19	Traffic Control System	.05	LS	\$ 55,700.00	\$ 2,785.00
20	Type III Barricade	7	EA	\$ 73.00	\$ 511.00
21	Temp Pavement Marking	468	SF	\$ 3.30	\$ 1,544.40
22	Temp Traffic Stripe	8,219	LF	\$ 0.60	\$ 4,931.40
25	Temp Signal & Lighting	.05	LS	\$ 89,500.00	\$ 4,475.00
26	Portable Message Signs	.09	LS	\$ 1,600.00	\$ 144.00
27	Temp Railing (Type K)	3,820	LF	\$ 7.50	\$ 28,650.00
28	Temp Crash Cushion	64	EA	\$ 100.00	\$ 6,400.00
30	Remove Traffic Stripe	3,822	LF	\$ 0.90	\$ 3,439.80
31	Remove Pave Marking	462	SF	\$ 3.30	\$ 1,524.60
35	Remove Drainage Facility	5	EA	\$ 510.00	\$ 2,550.00
36	Remove Pipe	49	LF	\$ 21.00	\$ 1,029.00
37	Remove Manhole	1	EA	\$ 2,100.00	\$ 2,100.00
42	Remove Concrete	114	CY	\$ 66.00	\$ 7,524.00
44	Clearing and Grubbing	.10	LS	\$100,000.00	\$ 10,000.00
45	Roadway Excavation	300	CY	\$ 6.73	\$ 2,019.00
53	Imported Borrow	1,700	CY	\$ 10.00	\$ 17,000.00
62	Irrigation System	.37	LS	\$176,581.34	\$ 65,335.10
63	10" Corr HD Poly Pipe	60	LF	\$ 31.00	\$ 1,860.00
64	12" Corr HD Poly Pipe	52	LF	\$ 36.00	\$ 1,872.00
66	Extend 8" Conduit	25	LF	\$ 43.00	\$ 1,075.00
67	Class 2 Aggregate Base	864	CY	\$ 35.00	\$ 30,240.00
68	Hot Mix Asphalt (A)	852.50	TN	\$ 78.50	\$ 66,921.25
69	Place Hot Mix (Misc)	350	SY	\$ 8.50	\$ 2,975.00
70	Place Hot Mix (C)	68	LF	\$ 3.00	\$ 204.00
71	Place Hot Mix (D)	430	LF	\$ 3.00	\$ 1,290.00
78	Minor Concrete	7	CY	\$ 800.00	\$ 5,600.00
82	Bar Reinf Steel	600	LB	\$ 0.85	\$ 510.00
85	Sign Structure (LW)	3,327	LB	\$ 4.60	\$ 15,304.20
86	Install Sign Structure	3,327	LB	\$ 0.65	\$ 2,162.55
97	24" Concrete Pipe	170.57	LF	\$ 52.00	\$ 8,869.64
112	Misc Iron & Steel	855	LB	\$ 2.30	\$ 1,966.50
133	Ramp Meter System (1)	.42	LS	\$ 36,100.00	\$ 15,162.00
139	Mobilization	.05	LS	\$402,578.80	\$ 20,128.94
CCO No. 4	E1 – Electrical	.22	LS	\$ 11,619.38	\$ 2,556.26

Total To Date \$3,110,896.68

Less Prior Billing	<u>\$2,722,878.24</u>	
Total This Period	\$ 388,018.44	\$388,018.44
Less 10% Retention		<u>\$(38,801.84)</u>
		\$349,216.60

The schedule for this project currently estimates substantial completion by the end of August 2012. This date is later than originally scheduled due to such factors as inclement weather, construction efficiency, and authorized change order time extensions.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the La Paz Road Widening at I-5 Improvement Project, CIP No. 159.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 14, IN THE NET AMOUNT OF \$349,216.60, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS
TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT
BAY WATERSHED, AGREEMENT NO. D11-066, WITH THE COUNTY OF
ORANGE AND OTHER AGENCIES IN THE WATERSHED**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AGREEMENT TO
FUND NUTRIENT, FECAL COLIFORM AND TOXICS TOTAL MAXIMUM DAILY LOAD
("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED, AGREEMENT
NO. D11-066, WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE
WATERSHED AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT AND THE
CITY CLERK TO ATTEST THERETO.**

SUMMARY:

The Newport Bay Watershed (Watershed) has been listed as impaired under the Federal Clean Water Act for nutrients, metals and toxics, including selenium, and pesticides. As a result of the listing, total maximum daily load (TMDLs) setting limits for the pollutants causing impairment must be monitored and treated. Previously, the City was a party to a 2003 agreement, Agreement No. D99-128, through which the agencies in the Watershed funded the necessary water quality testing and development of Best Management Practices for the TMDLs. The 2003 Agreement expires at the end of this month and all agencies in the Watershed have worked together to craft a refined and new five-year Agreement establishing duties of the agencies on a cooperative basis to allow work to continue on the TMDL issues. A small portion of the northerly reaches of the City are in the Watershed. The annual cost to participate in this water quality improvement program is estimated to be less than \$10,000 per year. Approval of the subject Agreement is recommended.

BACKGROUND:

The Newport Bay Watershed has been listed as impaired under the Federal Clean Water Act for nutrients, metals and toxics, including selenium, and pesticides. As a result of the listing, total maximum daily load (TMDLs) setting limits for the pollutants causing impairment must be monitored and treated. The attached Agreement No. D11-066 with the County of Orange and other agencies in the Watershed forms the basis of a cooperative effort to address TMDLs within the Watershed.

The primary purpose of the TMDL listing is to cause a control and reduction effort of the amount of fecal coliform, nutrients, and toxic contaminants entering Newport Bay pursuant to provisions of the Clean Water Act and the Municipal National Pollutant Discharge Elimination System (NPDES) Stormwater Permit as adopted by the Santa Ana Regional Water Quality Control Board. Compliance with requirements of TMDLs necessitates a continued watershed-wide approach to achieve significant results that could not be efficiently produced by each agency acting alone. The City of Laguna Hills is a participant in the Agreement as a portion of the northern reaches of the City are in the studied Watershed.

The original Cooperative Agreement addressing the described TMDLs, Agreement No. D99-128, will expire as of June 30, 2012. The County has led an effort over the past year to work with the agencies in the Watershed to craft a refined implementation Agreement, the attached Agreement No. D11-066, which will allow the work in the Watershed to continue as has been required by the Santa Ana Regional Water Quality Control Board. Accordingly, approval of the Agreement, attached, is recommended.

FISCAL IMPACT:

The City's contribution to this Agreement is estimated to be less than \$10,000 per year. Funding for this work is included in the Fiscal Year 2012-2013 Water Quality/NPDES budget.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AGREEMENT TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS TOTAL MAXIMUM DAILY LOAD ("TMDL") PROGRAMS IN THE NEWPORT BAY WATERSHED, AGREEMENT NO. D11-066, WITH THE COUNTY OF ORANGE AND OTHER AGENCIES IN THE WATERSHED AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

ATTACHMENTS:

- Agreement D11-066

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

THIS AGREEMENT, for purposes of identification numbered D11-066, referred to hereinafter as "AGREEMENT", is made and entered into this ____ day of _____, 201_, by and between the County of Orange ("COUNTY"), the Orange County Flood Control District ("DISTRICT"), the City of Costa Mesa ("COSTA MESA"), the City of Irvine ("IRVINE"), the City of Laguna Hills ("LAGUNA HILLS"), the City of Laguna Woods ("LAGUNA WOODS"), the City of Lake Forest ("LAKE FOREST"), the City of Newport Beach ("NEWPORT BEACH"), the City of Orange ("ORANGE"), the City of Santa Ana ("SANTA ANA"), the City of Tustin ("TUSTIN"), the Irvine Ranch Water District ("IRWD") and the Irvine Company ("TIC"), and Lennar Homes of California, Inc. ("LENNAR"). The fourteen entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY." The cities are hereinafter sometimes jointly referred to as the "CITIES." The CITIES, COUNTY and DISTRICT are hereinafter sometimes jointly referred to as the "MUNICIPAL PARTIES." Thirteen entities (all entities except for LENNAR) are sometimes jointly referred to as the "ORIGINAL PARTIES."

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executive Director of Water Policy
Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618
Facsimile: (949) 453-0228

Vice President of Environmental Affairs
The Irvine Company
550 Newport Center

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

Vice President of Community Development
Lennar
25 Enterprise, Ste 400
Aliso Viejo, CA 92656
Facsimile: (949) 349-0394

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

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

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

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

Date: _____

By: _____
Chairman of the Board of Supervisors

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: _____
Chairman of the Board of Supervisors

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

Date: _____

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

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy

Date: _____

CITY OF COSTA MESA

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Costa Mesa

CITY OF IRVINE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Irvine

CITY OF LAGUNA HILLS

Date: _____

By: _____
Melody Carruth
Mayor

APPROVED AS TO FORM:

ATTEST:

Peggy J. Johns
City Clerk

Gregory E. Simonian
City Attorney of Laguna Hills

CITY OF LAGUNA WOODS

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Laguna Woods

CITY OF LAKE FOREST

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Lake Forest

CITY OF NEWPORT BEACH

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Newport Beach

CITY OF ORANGE

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Orange

CITY OF SANTA ANA

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Santa Ana

CITY OF TUSTIN

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

City Attorney of Tustin

THE IRVINE RANCH WATER DISTRICT

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

THE IRVINE COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Lennar Homes of California,

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

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

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

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

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

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

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

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

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES

ISSUE: AWARD OF CONTRACT FOR CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, INC., IN THE LOW BID AMOUNT OF \$1,778,169.00, AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO THE CONTRACT DOCUMENTS.

SUMMARY:

In accordance with City Council authorization, four bids for the subject project were received on May 24, 2012. The apparent low bidder, All American Asphalt, meets the contract requirements, is currently licensed, and provides satisfactory references. Award of contract for the low bid is recommended.

BACKGROUND:

On May 24, 2012, the City received four bids for the Citywide Pavement Rehabilitation Project, CIP No. 101-H. The Engineer's Estimate for the project was \$1,800,000.

The following bids were received:

<u>COMPANY</u>	<u>BID</u>
All American Asphalt	\$1,778,169.00
R.J. Noble Company	\$1,949,520.80
PALP, Inc. DBA Excel Paving Company	\$2,053,427.50
Hardy & Harper, Inc.	\$2,180,000.00

The lowest responsive and responsible bidder, All American Asphalt, meets the contract requirements, is currently licensed, and provides satisfactory references. This project will begin in July 2012, and will last for a period of seventy (70) working days.

FISCAL IMPACT:

The project is funded in the Fiscal Year 2012-2013 Capital Improvement Program Budget in the amount of \$1,762,468, the estimated HUTA funds received by the City during the current two-year budget. In addition, the Moulton Niguel Water District will reimburse the City for the costs to raise their manholes and water valves to grade in the estimated amount of \$126,985, bringing total funding available to \$1,889,453.

In addition to the projected construction costs of \$1,778,169, there will be costs for inspection by Bureau Veritas in the estimated amount of \$33,710, material testing by Harrington Geotechnical in the estimated amount of \$44,564, and monument preservation by Willdan in the estimated amount of \$43,500, for a total projected cost of \$1,899,943. Staff will adjust the scope of work of the project to keep the total cost within budget.

CEQA FINDINGS:

The City Council hereby determines that the award of the contract is Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 exemption. (Cal. Code Regs., Tit. 14, Section 15301) The Class 1 exemption applies to the operation, repair, maintenance or minor alteration of public facilities involving negligible or no expansion of an existing use.

RECOMMENDATION: THAT THE CITY COUNCIL AWARD THE CONTRACT FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H, TO THE APPARENT LOW BIDDER, ALL AMERICAN ASPHALT, INC., IN THE LOW BID AMOUNT OF \$1,778,169.00, AND AUTHORIZE THE MAYOR TO SIGN AND THE CITY CLERK TO ATTEST TO THE CONTRACT DOCUMENTS.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: CITY'S CONFLICT OF INTEREST CODE

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2009-03-24-1."

SUMMARY:

The Political Reform Act requires every local government agency to review its conflict of interest code biennially at a minimum, or as changes occur in designated positions. Adoption of the proposed Resolution will revise the City's locally adopted Conflict of Interest Code to add the position of Senior Management Analyst.

BACKGROUND:

Resolution No. 91-10 adopted the City's Conflict of Interest Code. The Code has been amended by the following Resolutions:

Resolution No. 93-02-23-1	To add Planning Director, City Engineer, and Chief of Police Services as designated positions.
Resolution No. 94-03-08-1	To add the Assistant and Deputy City Attorneys as designated positions.
Resolution No. 94-11-22-1	To replace the existing Conflict of Interest Code with a Code that changed the wording to indicate those occupying designated positions file Statements of Economic Interests with the City Clerk and to amend the Appendix to delete

	Administrative Services Director as a designated position, to add wording indicating the Assistant City Manager was an official who managed public investments and would file pursuant to Government Code Section 87200, and to change wording to reflect modifications in the Fair Political Practices regulation regarding filings of Consultants.
Resolution No. 96-11-12-4	To delete the position of Parks and Recreation Director as a designated position and to change the title of City Engineer to Director of Public Works/City Engineer.
Resolution No. 98-09-08-1	To delete the positions of Development Services Director and Planning Director and to add the positions of Community Development Director, Controller, and Recreation Services Manager.
Resolution No. 2000-11-14-1	To remove the position of Community Development Director, to add the position of Planning Director, to remove the position of Recreation Services Manager, to add the position of Community Services Director, and to change the wording regarding the filing of the Assistant City Manager under the *.
Resolution No. 2002-10-08-2	To remove the position of Planning Director, add the position of Community Development Director, remove the position of Director of Public Works/City Engineer, add the position of Director of Public Services/City Engineer, add the position of Building Inspector, add the position of Code Enforcement Officer, and add the position of Planner
Resolution No. 2003-04-22-1	To remove the position of Controller from the list of Designated Positions and list it under the *, add the position of Community Services Program Supervisor to the List of Designated Positions, and remove the position of Deputy City Attorney from the list of Designated Positions.

Resolution No. 2004-01-27-1	To add the position of Management Analyst to the list of Designated Positions and change the position of Community Services Supervisor to Community Services Coordinator.
Resolution No. 2006-07-11-1	To add the positions of Senior Planner, Senior Building Inspector, Assistant Building Official, and Assistant to the City Manager to the list of Designated Positions.
Resolution No. 2008-04-22-1	To delete the positions of Assistant to the City Manager and Director of Community Services, and add the positions of Deputy City Manager, Community Services Superintendent, Building Counter Technician, and Planning/Code Enforcement Aide to the list of Designated Positions.
Resolution No. 2009-03-24-1	To delete the position of Controller and to add the position of Finance Manager under * (the paragraph that designates those positions that manage public investments).

The City's Conflict of Interest Code adopts by reference Section 18730 of Title 2 of the California Code of Regulations as its main body. When Section 18730 is updated by legislation, that portion of the City's Code is automatically updated.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2009-03-24-1.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 2009-03-24-1.

WHEREAS, the Political Reform Act of 1974 and Government Code Sections 81000 et seq. (the "Act") require a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the City Council of the City of Laguna Hills adopted Resolution No. 91-10 on December 20, 1991, establishing such a Code; and

WHEREAS, the City Council amended said Code with adoption of Resolutions No. 93-02-23-1, No. 94-03-08-1, No. 94-11-22-1, No. 96-11-12-4, No. 98-09-08-1, No. 2000-11-14-1, No. 2002-10-08-2, No. 2003-04-22-1, No. 2004-01-27-1, No. 2006-07-11-1, No. 2008-04-22-1, and No. 2009-03-24-1; and

WHEREAS, the City Council desires to amend the Appendix of Designated Positions to add the position of Senior Management Analyst to the list of designated positions.

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

SECTION 1. This Resolution repeals Resolution No. 2009-03-24-1.

SECTION 2. The Conflict of Interest Code of the City of Laguna Hills, a copy of which is attached hereto and by this reference is incorporated herein, is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 12th day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2012-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 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

CONFLICT OF INTEREST CODE
OF THE
CITY OF LAGUNA HILLS

SECTION 1: **PURPOSE**

The purpose of this Conflict of Interest Code of the City of Laguna Hills is to incorporate by reference the terms of Section 18730 of Title 2 of the California Code of Regulations pertaining to Conflict of Interest Codes, which is attached hereto as Exhibit "A," and to establish a List of Designated Positions.

SECTION 2: **DESIGNATED POSITIONS**

The positions listed in the Appendix to Exhibit "A" are Designated Positions. Officers and employees holding those positions are Designated Employees and are deemed to make, or participate in the making of, decisions, which may foreseeably have a material effect on a financial interest. Individual consultants may be Designated Employees, as determined by the City Manager.

SECTION 3: **INCORPORATION BY REFERENCE OF SECTION 18730 OF TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS**

Section 18730 of Title 2 of the California Code of Regulations as set forth in Exhibit "A," and any amendments to it duly adopted by the Fair Political Practice Commission, along with the attached Appendix are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Laguna Hills.

SECTION 4: **PLACE OF FILING FOR STATEMENTS OF ECONOMIC INTEREST**

Persons occupying Designated Positions shall file Statements of Economic Interests with the City Clerk of the City of Laguna Hills, which will make the statements available for public inspection and reproduction. (Government Code Section 81008) Statements for all designated employees will be retained by the City of Laguna Hills.

EXHIBIT A

§ 18730. Provisions of Conflict-of-Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict-of-interest code within the meaning of Section 87300 or the amendment of a conflict-of-interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict-of-interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict-of-interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict-of-interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making

of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the

previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she

vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect,

distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any

governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict-of-interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

²See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In

addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

APPENDIX

Designated Positions*

Disclosure Categories

1.	Assistant Building Official	I, II, III
2.	Assistant City Attorney	I, II, III
3.	Building Counter Technician	I, II, III
4.	Building Inspector	I, II, III
5.	Chief of Police Services	I, II, III
6.	City Clerk	I, II, III
7.	Code Enforcement Officer	I, II, III
8.	Community Development Director	I, II, III
9.	Community Services Coordinator	I, II, III
10.	Community Services Superintendent	I, II, III
11.	Consultant**	I, II, III
12.	Deputy City Manager	I, II, III
13.	Director of Public Services/City Engineer	I, II, III
14.	Management Analyst	II, III
15.	Planner	I, II, III
16.	Planning/Code Enforcement Aide	I, II, III
17.	Senior Building Inspector	I, II, III
18.	Senior Management Analyst	I, II, III
19.	Senior Planner	I, II, III

CATEGORY I:

Investment and real property disclosure

CATEGORY II:

Personal Income Disclosure

CATEGORY III:

Business Entity Income/Business Position Disclosure

*The Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq., therefore; they are not included as designated positions in this Appendix.

It has been determined that the position(s) listed below manage public investments and will file Statement of Economic Interests pursuant to Government Code Section 87200:

Assistant City Manager
Finance Manager

**Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine, on a case-by-case basis, whether a particular consultant, although a "Designated Position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. The City Manager shall notify the consultant in writing. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: ESTABLISHMENT OF A NO PARKING ANYTIME ZONE ON BRIDLEWOOD
DRIVE FROM APPIAN TO 180 FEET SOUTHERLY**

**RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION
ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA
HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ANYTIME ZONE ON THE EAST
SIDE OF BRIDLEWOOD DRIVE FROM APPIAN TO 180 FEET SOUTHERLY."**

SUMMARY:

The City received a request from a resident of the community to evaluate sight distance at the intersection of Appian and Bridlewood Drive. Upon review, it was determined that the sight distance at this intersection can only be maintained if vehicles are prevented from parking on the east side of Bridlewood Drive from Appian to 180 feet southerly. The Traffic Commission, at its May 16, 2012, meeting, approved staff's recommendation to establish a No Parking Anytime Zone on the east side of Bridlewood Drive from Appian to 180 feet southerly. It is recommended the City Council adopt a Resolution to establish the described No Parking Anytime Zone.

BACKGROUND:

Appian is a private street owned by the Bella Vista Community Association. It intersects with Bridlewood Drive, which is a two-lane north-south curvilinear collector roadway in the southern portion of the City. Please see the attached vicinity map. Recently, staff received a request from a concerned resident of the Bella Vista Community Association regarding the sight distance at the intersection of Appian and Bridlewood Drive. The concern expressed was that while exiting onto Bridlewood Drive from Appian, there is inadequate visibility of northbound vehicles on Bridlewood Drive, particularly when there are parked vehicles on the east side of Bridlewood Drive south of Appian.

The field observations of the intersections confirmed adequate stopping sight distance of 200 feet based on a speed limit of 30 miles per hour on Bridlewood Drive. However, it was also observed that on-street parking is allowed in the area and parked vehicles on the east side of Bridlewood Drive, between Appian and the prolongation of Laurel Crest Drive, would block sight distance. Therefore, in order to maintain proper sight distance, it is recommended that parking be restricted along the east side of Bridlewood Drive from Appian to 180 feet southerly.

FISCAL IMPACT:

The establishment of a No Parking Anytime Zone on the east side of Bridlewood Drive from Appian to 180 feet southerly will require the installation of two No Parking Anytime Zone signs at an estimated cost of \$500. Funds are available for this work in the Fiscal Year 2011-2012 Public Works Maintenance Budget.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ANYTIME ZONE ON THE EAST SIDE OF BRIDLEWOOD DRIVE FROM APPIAN TO 180 FEET SOUTHERLY."

ATTACHMENTS:

- Resolution
- Vicinity Map

RESOLUTION NO. 2012-06-12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NO PARKING ANYTIME ZONE ON THE EAST SIDE OF BRIDLEWOOD DRIVE FROM APPIAN TO 180 FEET SOUTHERLY

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

WHEREAS, Bridlewood Drive is a two-lane collector roadway with primarily residential frontage on either side of the road; and

WHEREAS, Appian is a private street providing access to the Bella Vista Community Association; and

WHEREAS, a resident expressed concerns about inadequate sight distance for vehicles turning from Appian onto Bridlewood Drive; and

WHEREAS, a field review of the intersection of Bridlewood Drive at Appian revealed that adequate sight distance exists only if parking were to be prohibited on the east side of Bridlewood Drive south of Appian; and

WHEREAS, the Traffic Commission, at the meeting of May 16, 2012, recommended the establishment of a No Parking Anytime Zone on the east side of Bridlewood Drive from Appian to 180 feet southerly; and

WHEREAS, pursuant to Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

SECTION 1. There is hereby established a designated No Parking Anytime Zone on the east side of Bridlewood Drive from Appian to 180 feet southerly.

SECTION 2. The City Engineer is directed to establish said No Parking Anytime Zone.

SECTION 3. The City Engineer shall cause signs or markings to be placed giving notice of such prohibitions as necessary to implement the parking regulations established herein.

PASSED, APPROVED, AND ADOPTED this 12th day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2012-06-12-__ adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

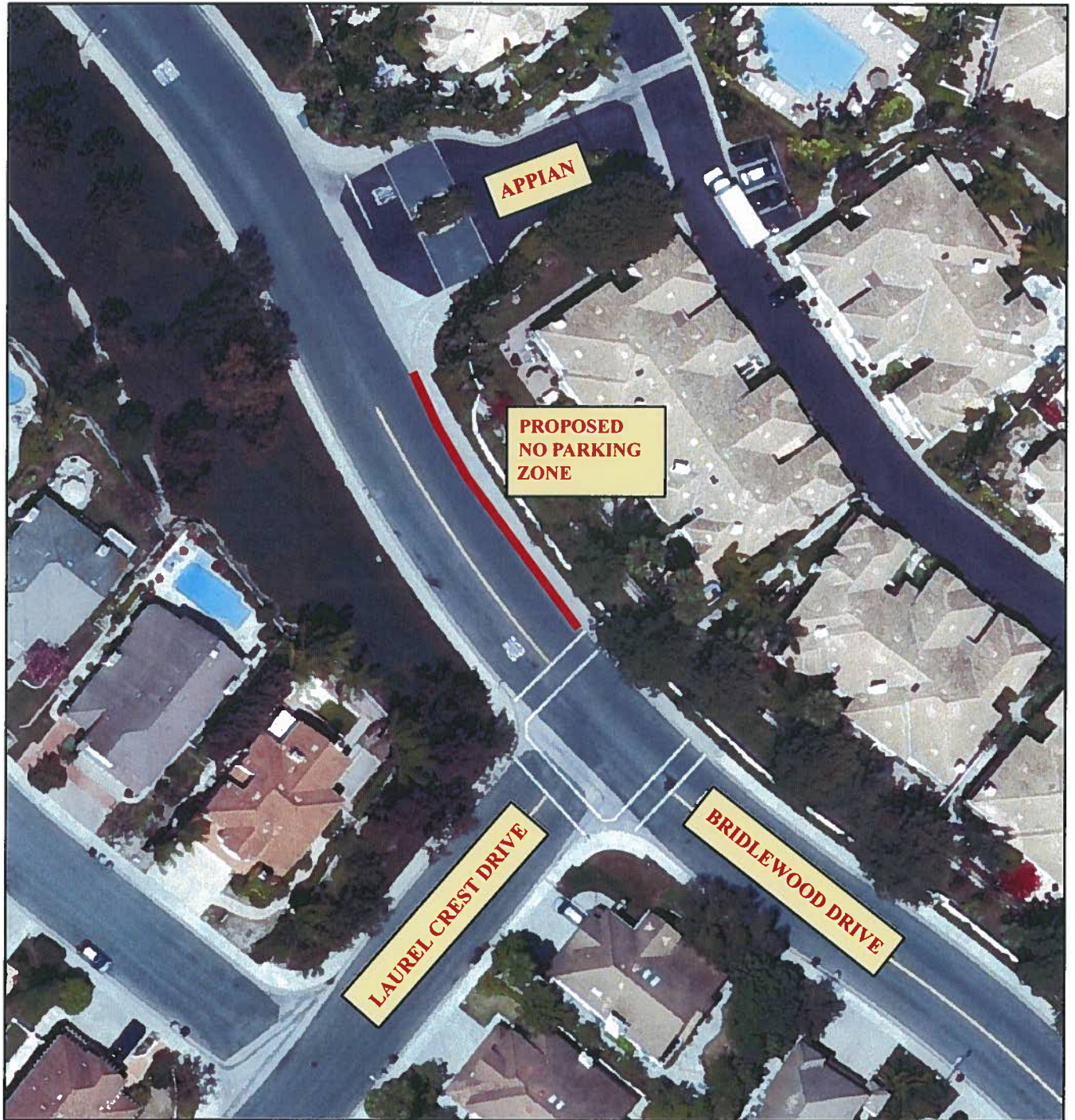
(SEAL)

PEGGY J. JOHNS, CITY CLERK



City of Laguna Hills

VICINITY MAP



60 0 60 Feet

Date Created: 5/22/2012



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: CLAIM AGAINST THE CITY, HEIRS OF ROMEO JIMENEZ-ZAVALETA

RECOMMENDATION: THAT THE CITY COUNCIL REJECT THE CLAIM AND DIRECT THE CITY CLERK TO SEND A CLAIM REJECTION LETTER.

SUMMARY:

On May 11, 2012, the City received a claim in an undetermined amount filed by the Heirs of Romeo Jimenez-Zavaleta. This claim was filed due to a bus accident which occurred on November 12, 2011, at the intersection of Alicia Parkway and Paseo de Valencia, and resulted in the loss of life to Romeo Jimenez-Zavaleta.

On May 19, 2012, the City Clerk received notification from its Claim Administrator to reject the claim. The City Manager has the authority to reject claims in amounts less than \$50,000. Because of the nature and undetermined amount involved with this claim, it is recommended that the City Council reject the claim.

ATTACHMENTS:

- Claim

LAW OFFICES OF OTTO L. HASELHOFF, P.C.
Otto L. Haselhoff, Esq. (State Bar No. 190146)
201 Wilshire Boulevard, Second Floor
Santa Monica, California 90401
(310) 434-9260; Fax (310) 434-9270

LAW OFFICES OF MARTINIAN & ASSOCIATES
Tigran Martinian, State Bar No. 247638
3330 W. Caheunga Boulevard, Suite 303
Los Angeles, California 90068
Tel: (323) 850-1900; Fax: (323) 850-1943

Attorneys for Claimant(s):
TERESA MARTINEZ RUIZ, an individual,
(Wife of decedent, ROMEO ZAVALA)
ELVIRA JIMENEZ MARTINEZ, a minor
(Daughter of decedent, ROMEO ZAVALA)
CLEMENTE JIMENEZ
(Father of decedent, ROMEO ZAVALA)

RECEIVED

MAY 11 2012

CITY OF LAGUNA HILLS

ACTION TO BE FILED IN:

THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE (UNLIMITED CIVIL DIVISION)

IN THE MATTER OF THE CLAIM OF:

TERESA MARTINEZ RUIZ, an individual,
ELVIRA JIMENEZ MARTINEZ, a minor
by and through her Guardian Ad Litem
TERESA MARTINEZ RUIZ;

CLEMENTE JIMENEZ, an individual;

Claimant(s)

-against-

**CITY OF LAGUNA HILLS, COUNTY OF
ORANGE, and DOES 1-250 inclusive,**

(Note*****:

ORANGE COUNTY TRANSPORTATION
AUTHORITY (OCTA) previously served)

Respondent(s)

Case No. _____

**GOVERNMENT CLAIM AGAINST THE
CITY OF LAGUNA HILLS AND
COUNTY OF ORANGE**

[Government Code Section 910 et. seq.]

1. Wrongful Death - Negligence/Reckless Conduct;
2. Wrongful Death - Governmental Tort Liability, Including Sections 815.2(a), 815.4, 815., 820(a), 830.8, 835 et seq., and 840.2; (Dangerous Condition of Public Property, Negligent Employee, Negligent Contractor, Breach of Mandatory Duty, Failure to Warn)
3. Survival Action;
4. Spoliation of Evidence;
5. Failure to Fully Comply with Public Records Act Request

TO ALL RESPONDENTS LISTED ON THE SERVICE LIST AND/OR SET FORTH ABOVE:

1 **A. Claimants' names:**

2 TERESA MARTINEZ RUIZ, an individual,
3 (Wife of decedent, ROMEO ZAVALA)

4 ELVIRA JIMENEZ MARTINEZ, a minor
(Daughter of decedent, ROMEO ZAVALA)

5 Address:

6 Domicilio Conocido Calle Antonio Valdez Barrio Del Campo Tatalpetec De Valdez Jukila
7 Oaxaca CP 71850

8 CLEMENTE JIMINEZ
9 (Father of decedent, ROMEO ZAVALA)

10 Address:

11 Domicilio Conocido Calle Principal Barrio Grande Paso de la Reyna Jamiltepec Oaxaca CP
12 71700

13
14 **B. Post office address to which Claimants desire notices to be sent:**

15 LAW OFFICES OF OTTO L. HASELHOFF, P.C.
16 Attn: Otto L. Haselhoff, Esq.
17 201 Wilshire Boulevard, Second Floor
18 Santa Monica, California 90401
19 Tel. (310) 434-9260
20 Fax (310) 434-9270

21 **C. The date, place and other circumstances of the occurrence giving rise to the claim**
22 **asserted:**

23 Death of Romeo Zavaleta which occurred as follows:

24 Date: Believed on or about November 12, 2011
25 Time: Approx. 5:00 p.m.
26 Location: Est: Alicia Parkway and Paseo de Valencia, Laguna Hills, CA.
27
28

1 Various Documents are attached hereto, as follows:

- 2 1. Accident report by Kathy Larkin for OCTA;
- 3 2. RESERVED
- 4 3. RESERVED
- 5 4. RESERVED
- 6 5. RESERVED
- 7 6. RESERVED
- 8 7. Coroner's Office report;
- 9 8. Photos of family of decedent;
- 10 9. Funeral photos;
- 11 10. What is believed to be a CD of accident provided by OCTA to plaintiff's counsel

12 Please take notice that Claimants do not necessarily accept any conclusions/opinions/data
13 set forth in the governmental reports attached hereto as being true and/or accurate. These documents
14 are provided for purposes of identifying the known parties, location of the accident, date thereof, etc.
15 Claimants, by their attorneys, are investigating the accident as well as a potential cover up of the case
16 by Respondent's responding officers/investigators. Nevertheless, it is claimed to date that Mr.
17 Zavaleta lost his life due to the neglect and intentional wrongdoing of the Respondents and each of
18 them by and through their agents, servants, employees, joint venturers and co-conspirators, and each
19 of them and that the Claimants herein sustained damages thereby.

20 At the above referenced time and place, decedent Romeo Zavaleta lost his life while on
21 bicycle when he was struck by a bus. It is believed that the bus was owned and operated by Orange
22 County Transportation Authority aka Orange County Transit Authority aka OCTA (potentially also
23 MV Transportation) and is believed to have been driven by Kathy Larkin based upon information
24 and belief and documents provided as a result of the demands for public records served by plaintiff's
25 counsel. The Orange County Sheriff's Department is investigating the matter but refuses to release
26 its report of the incident and this claim must be filed within the time set forth by law. Nevertheless,
27 it is claimed and alleged upon information and belief, that the respondents and their employees and
28

1 drivers were negligent, created and maintained a dangerous condition of public property, that their
2 employees were negligent, that their independent contractors were negligent, that mandatory duties
3 were breached, that they failed to warn the public, that they failed to comply with public records act
4 requests to the fullest extent required by law, that evidence was destroyed, hidden or corrupted and
5 thus spoliation of evidence occurred.
6

7 Claimants are informed and believe and thereon allege that at all times relevant to this action,
8 the Respondents and each of them set forth in the caption of this claim as well as those on the proof
9 of service were, and still are, governmental entities that jointly and severally owned, managed,
10 maintained, inspected, repaired, and constructed, the intersection, lanes, markings and lights thereat
11 involved in the accident where the incident took place. Claimants are informed and believe and
12 thereon allege that said Respondents and their agents, servants, employees and contractors,
13 negligently owned, managed, maintained, inspected, repaired, maintained, the area, casting
14 Respondents in liability pursuant to, inter alia, Government Code 815.2, and 815.4, et seq.
15 Claimants are further informed and believe and thereon further allege that the aforementioned
16 intersection may be found or alleged to have been in a dangerous condition that created a substantial
17 risk of serious personal injury or death, which damages were in fact sustained by Claimants, when
18 the property was used in a manner that was reasonably foreseeable, casting Respondents in liability
19 pursuant to Government Code 835. Claimants are further informed and believe and thereon allege
20 that the Respondents, through their agents, servants, employees and/or contractors, violated various
21 statutes, laws, regulations and ordinances and otherwise failed to discharge mandatory duties
22 pertaining to the construction, supervision, owning, maintenance, inspection, and repairing of the
23 accident scene, casting the Respondents in liability, pursuant to Government Code 815.6.
24
25
26
27

28 Among other things, Claimants allege that Respondents and each of them, were jointly and

1 severally charged with the ownership, operation, management, inspection, construction, maintenance
2 and repair of the accident scene, and were also charged with the inspection of the accident scene, but
3 that said Respondents possibly breached their applicable duty of care, through, among other things:

4 — NOT MODIFYING THE INTERSECTION BASED UPON NUMBER OF
5 ACCIDENTS;

6 —— INSTALLING A DOUBLE RIGHT TURN LANE AT THE INTERSECTION

7 ----- DIRECTING A BIKE PATH INTO AND ONTO A CROSSWALK

8 ----- NOT HAVING A RIGHT ON GREEN ARROW ONLY LIGHT PHASING SYSTEM
9 FOR RIGHT TURNS

10 Without limiting the generality nor specificity of the foregoing, it is alleged that:

11 Sufficient time passed from the moment the possibly dangerous condition was created such
12 that Respondents knew or should have known a dangerous condition was created and such that it had
13 sufficient time to have remedied or warned against the dangerous condition. The injury accident
14 scenario described above was foreseeable to Respondents and yet, they failed to warn drivers and
15 the public. It is believed that notice was actually provided to Respondents through prior accidents
16 under similar circumstances such that Respondents had sufficient time to take action to remedy the
17 dangerous condition. Respondents and/or its management, administrative, designers, planners,
18 engineers, maintenance personnel, inspectors and/or other employees, staff, agents or contractors,
19 acting within the course and scope of their duties and/or employment negligently, unreasonably and
20 improperly owned, operated, designed, planned, engineered, maintained, inspected, repaired, failed
21 to repair, and controlled the bus, thereby creating dangerous conditions and exposing drivers to
22 dangerous conditions. These governmental entities undertook to control the bus, invited reliance on
23 the subject area and are liable as it created a dangerous condition in doing so.

1 The possibly dangerous condition created a reasonably foreseeable risk of the kind of
2 injuries/damages which were incurred, and (a) were created by a negligent or wrongful act or
3 omission of an employee of Respondents and/or (b) Respondents had actual or constructive notice
4 of the dangerous conditions for a sufficient time prior to the injury to have taken measures to protect
5 against the dangerous conditions. These dangerous conditions and these acts and omissions of the
6 Respondents (and its management, administrative, designers, planners, engineers, maintenance
7 personnel, inspectors and/or other employees, staff, agents or contractors, acting within the course
8 and scope of their duties) proximately caused the Claimants' injuries/damages.
9

10
11 Further, these dangerous conditions were directly attributable wholly or in substantial part
12 to a negligent or wrongful act of these employees of the Respondents and these employees had the
13 authority and the funds and other means immediately available to take alternative action which
14 would not have created the dangerous condition; and/or these employees had the authority and it was
15 his/her/their responsibility to take adequate measures to protect against the dangerous condition at
16 the expense of the public entity and the funds and other means for doing so were immediately
17 available to him/her/them, and he/she/they had actual or constructive notice of the dangerous
18 condition a sufficient time prior to the injury to have taken measures to protect against the dangerous
19 condition. Further, Respondents and its employees acting within the scope of their employment
20 undertook, gratuitously or for consideration, to avoid, remedy and/or abate these dangerous
21 conditions. These undertakings and promises were the kind that they recognized as necessary for the
22 protection of third persons. These entities and their employees acting within the scope of their
23 employment failed to exercise reasonable care in the performance of these undertakings and
24 promises, the failure to exercise reasonable care resulted in physical harm to the third persons, and
25 either (a) their carelessness increased the risk of such harm, or (b) the undertaking or promises were
26
27
28

1 to perform a duty that the other owed to the third persons, or c) the harm was suffered because either
2 the other or the third persons relied on the undertaking.

3 Due to these acts and failures to act, and dangerous conditions, the Respondents and its
4 employees are liable for Claimants' injuries under the Government Code, including, but not limited
5 to, 815.2(a), 820(a), 830.8, 835 and 840.2. Claimants are further informed and believe and thereon
6 allege that the Respondents had actual and constructive notice of the aforementioned dangerous
7 conditions within a sufficient time prior to the incident to have taken measures to protect against the
8 dangerous condition, but that said Respondents failed to do so. Claimants are further informed and
9 believe and thereon allege that any arguable immunities do not apply factually or legally, or,
10 alternatively, that if any do apply that they have been lost by the applicable governmental entities.
11 Claimants are further informed and believe and thereon allege that Respondents failed to reasonably
12 perform remedial work, to the extent necessary and failed to warn of the dangerous conditions set
13 forth above. The aforementioned negligence of public employees, dangerous condition of public
14 property, failure to discharge mandatory duties, and failure to warn were, jointly and severally,
15 substantial factors in causing Claimants' harm.

16 In contrast, at said time and place, decedent was acting with due caution, attention and care
17 and did not in any way contribute to, or cause the collision and/or injuries as described hereinafter.

18 Decedent's death was a potential proximate result of the wrongful acts and omissions of the
19 Respondents and each of them. Tragically, decedent, by his death, left various relatives, including,
20 the Claimants herein, all of whom have been caused great losses. As a result of decedent's death,
21 Claimants have been caused to lose, among other things, the love, affection, support, comfort,
22 society, financial support and more of the decedent upon whom they were dependent and incurred
23 bills and out of pocket damages and losses, to their great detriment.

1 By reason of the foregoing, Claimants have been damaged in sums which exceed the
2 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will
3 be shown according to proof at time of trial.
4

5 **D. A general description of the indebtedness, obligation, injury, damage or loss incurred**
6 **so far as it may be known at the time of presentation of the claim:**

7 The Claims are for wrongful death as well as a survival action and damages sustained in
8 connection with the death of Mr. Zavaleta and the aftermath- including requests for preservation of
9 evidence and production of public documents. The Claimants and their relationship to the decedent
10 Romeo Jimenez Zavaleta are as follows:

11 Teresa Martinez Ruiz, wife of Romeo Jimenez Zavaleta
12 Elvira Jimenez Martinez, daughter of Romeo Jimenez Zavaleta
13 Clemente Jimenez, father of Romeo Jimenez Zavaleta

14 Claimants claim all damages resulting from the Respondents actions/in actions which caused
15 the death of Romeo Jimenez Zavaleta as well as damages associated therewith. Legal theories and/or
16 causes of action which will be pursued, include, but are not necessarily limited to the following:

17 Wrongful Death - Negligence/Reckless Conduct;

18 Wrongful Death - Governmental Tort Liability, Including Sections 815.2(a), 815.4, 815., 820(a),
19 830.8, 835 et seq., and 840.2; (Dangerous Condition of Public Property, Negligent Employee,
20 Negligent Contractor, Breach of Mandatory Duty, Failure to Warn)

21 Survival Action;

22 Spoliation of Evidence;

23 Failure to Fully Comply with Public Records Act Request

24 The facts known to Claimants supporting the above causes of action are set forth herein in
25 item 3 and the documents attached. However, discovery continues. The wrongful damages and
26 survival action damages claimed are both compensatory and punitive in nature, and include both
27 economic and non economic damages for loss of love, affection, guidance, financial support, solace,
28

1 consortium and more. Claimants will also pursue survival action damages which include property
2 damage to the decedent's clothing and bicycle and potentially pain, suffering and disfigurement, pre
3 death, all of which together with Respondents' malice and recklessness and oppression will further
4 support punitive damages against the Respondents and each of them, and most certainly as against
5 the public employees involved -who Claimants reserve the right to individually name in the
6 impending lawsuit.

8 **E. The name or names of the public employees allegedly causing the injury, if known:**

9 The identities of all persons involved on behalf of the respondents is not known at this time,
10 aside from the operator of the bus, Kathy Larkin. Discovery is continuing.

12 **F. The amount of damages claimed, if it totals less than \$10,000, as of the date of
13 presentation of the claim, including the estimated amount of any prospective injury,
14 damage, or loss, in so far as it may be known at the time of the presentation of the
15 claim, together with the basis of computation of the amount claimed. If the amount
16 claimed exceeds \$10,000, no dollar amount shall be included in the claim, however it
17 shall indicate whether the claim would be a limited civil case:**

18 The claim involves substantial claims and damages by all Claimants well in excess of
19 \$10,000 each. The amount claimed for each Claimant for compensatory damages includes damages
20 for loss of love, affection, moral support, financial support, gifts, guidance, pain, suffering,
21 disfigurement, emotional distress, property damage, (attorneys fees and costs to the extent allowed
22 by law), the breakdown of which Claimants will leave to the trier of fact, as well as punitive damages
23 claimed to the extent permitted against a public employee. No part of the action will be a limited
24 civil case. The case will be filed in Orange County Superior Court, Unlimited Civil Division, and
25 will seek, at least, the above referenced damages.

26 //

27 //

28 //

1 Dated: May 11, 2012

LAW OFFICES OF OTTO HASELHOFF, P.C.

2 -AND-

3 MARTINIAN & ASSOCIATES

4 

5 OTTO L. HASELHOFF

6 TIGRAN MARTINIAN

7 Attorney for Claimant(s)

8 TERESA MARTINEZ RUIZ, an individual

9 ELVIRA JIMENEZ MARTINEZ, a minor, by and through
her Guardian Ad Litem, Teresa Martinez Ruiz

10 CLEMENTE JIMENEZ, an individual



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT TOM BEHRENS
CHIEF OF POLICE SERVICES**

ISSUE: FY 2012-2013 TRAUMA INTERVENTION PROGRAM AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE FY 2012-2013 AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND TRAUMA INTERVENTION PROGRAMS, INC.

SUMMARY:

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

BACKGROUND:

The level of service provided by TIP will remain the same as in years past. They will ensure volunteer availability on a 24-hour a day basis. Some of the services TIP provides are grief counseling, referral services, shelter, food, and transportation arrangements.

FISCAL IMPACT:

The total cost of the service is \$3,641.28, which equates to \$.12 per capita based on the 2010 City population estimate of 30,344 from the 2010 United States Census Report. The cost per capita did not increase over last year and is within the amount budgeted for FY 2012-2013.

ATTACHMENTS:

- FY 2012-2013 Agreement between the City of Laguna Hills and Trauma Intervention Programs, Inc.

VICTIM SUPPORT SERVICES AGREEMENT
(Trauma Intervention Programs, Inc.)

THIS AGREEMENT FOR VICTIM SUPPORT SERVICES (the "Agreement") is made, entered into, and effective this ____ day of June 2012, by and between the City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("City"), and Trauma Intervention Programs, Inc., a California Corporation ("Contractor").

RECITALS

A. City requires the services of personnel trained to provide emotional aid and practical support to victims of traumatic events and their families in the first few hours following a tragedy in the City of Laguna Hills ("Project").

B. Contractor has submitted to City a proposal to provide victim support services to City pursuant to the terms of this Agreement.

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

D. City desires to retain the services of Contractor for the Project.

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

AGREEMENT

1. CONTRACTOR SERVICES

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

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

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

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

2. TIME FOR COMPLETION.

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

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total contract amount shall not exceed \$3,641.28.

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

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

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

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

4. PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of 12 months, commencing on July 1, 2012, and ending on June 30, 2013, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: **Wayne Fortin, Founder and CEO.** It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this

Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

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

Name:

Title:

To be determined by Contractor

Victim Support Volunteer

6. INSURANCE AND INDEMNIFICATION

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

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

A. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language;

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

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

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

6.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund.

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

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

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

6.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected

officials, officers, directors, employees, agents, and volunteers (collectively the “Indemnified Parties”), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively “Claims”), including but not limited to Claims arising from injuries to or death of persons (Contractor’s employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, which Claims, including alleged Claims, arise out of or are related to Contractor’s performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor’s indemnification obligation or other liability hereunder.

7. RECORDS AND REPORTS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this

Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

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

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

8.6 Attorney Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be

no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

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

To Contractor:

Trauma Intervention Programs, Inc.
Attention: Wayne Fortin, Founder and CEO
1420 Phillips Street
Vista, CA 92083

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

**“CITY”
City of Laguna Hills**

Date: _____

By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Peggy J. Johns,
City Clerk

**“CONTRACTOR”
Trauma Intervention Programs, Inc.**

Date: _____

By : _____
Wayne Fortin

Founder and CEO

Date: _____

By : _____
(name)

(title)

EXHIBIT “A”

CONTRACTOR’S SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

and

Schedule of Performance

EXHIBIT “A”

CONTRACTOR’S SCOPE OF SERVICES

Schedule of Fees

Trauma Intervention Programs, Inc. shall invoice City on a quarterly basis for services. Invoices under this agreement shall not exceed the cumulative total amount of \$3,641.28 (30,344 population x 12¢).

Schedule of Performance

Trauma Intervention Programs, Inc., (“TIP”), shall provide a range of emotional and practical support services to Laguna Hills victims of traumatic events and their family members (“Clients”) including, but not limited to provide on-scene emotional comfort and support to Clients; help arrange for shelter, clothing, food, and transportation for Clients; assist police officers with death notifications; serve as liaisons between the victims and the emergency personnel; make arrangements for clean-up services; provide information and referrals to appropriate agencies for ongoing support of Clients; perform follow-up contacts to verify the Client's welfare; and serve as temporary protectors for vulnerable victims.

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

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

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

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

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

5. 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 7:36 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES**5.3.1 REGULAR MEETING, MAY 8, 2012**

MOTION TO APPROVE THE MINUTES OF THE MAY 8, 2012, REGULAR MEETING AS REFERENCED IN CITY COUNCIL MINUTES BEGINNING ON PAGE 3, BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER KOGERMAN.

APPROVED BY A VOTE OF 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

5.5 ADMINISTRATIVE REPORTS**5.5.1 PRELIMINARY REPORT ON A REQUEST BY FRITZ DUDA COMPANY TO REDEVELOP OAKBROOK VILLAGE SHOPPING CENTER AT 24231-24391 AVENIDA DE LA CARLOTA**

Fritz Duda, owner of Oakbrook Village, indicated he was excited about the project and was looking forward to working with the City Council and staff.

John Loper, representative of Palm Tree Communities Consulting, Inc., gave a brief oral presentation on the project and answered questions from the City Council.

Valerie Bromberg, Laguna Hills, indicated she wanted clarification on whether the residential units would be apartments or condominiums.

MOTION TO RECEIVE A PRESENTATION ON THE REDEVELOPMENT OF THE OAKBROOK VILLAGE SHOPPING CENTER, BY M/AGENCY MEMBER BRESSETTE, S/VICE CHAIR LAUTENSCHLEGER.

APPROVED BY A VOTE OF 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 8:48 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS**6.1 2012 WEED ABATEMENT PROGRAM PUBLIC HEARING**

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

ADOPTED RESOLUTION NO. 2012-05-22-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.

APPROVED BY A VOTE OF 5-0.

7. ADMINISTRATIVE REPORTS**7.1 City Manager**

The City Manger made no reports.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR**8.1 COUNCIL MEMBER KOGERMAN****8.1.1 REPEAL OF LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200
REMOVAL FROM OFFICE**

**MOTION TO DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE TO REPEAL LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200 ENTITLED "REMOVAL FROM OFFICE" TO BE PRESENTED FOR INTRODUCTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER BRESSETTE.
NO VOTE WAS TAKEN ON THIS MOTION.**

**SUBSTITUTE MOTION TO KEEP THE CURRENT PROVISIONS AS STATED IN THE CITY OF LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200, BY M/MAYOR CARRUTH, S/COUNCIL MEMBER SONGSTAD.
APPROVED BY A VOTE OF 3-2 (WITH COUNCIL MEMBERS BRESSETTE AND KOGERMAN VOTING NO.)**



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 12, 2012

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU
COMMUNITY DEVELOPMENT DIRECTOR**

ISSUE: CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE BANK, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY."

SUMMARY:

Gensler, on behalf of Chase Bank (Applicant), has filed an application to demolish the existing gas station at 24799 Alicia Parkway in the Neighborhood Mixed Use (NMU) zone and redevelop the site with a bank building and drive-thru ATM. The subject site is located on Alicia Parkway at Hon Avenue. The project site is currently a Union 76 gas and service station, which will be demolished.

In addition to the 4,415 square-foot building, the site plan consists of 34 parking spaces and a remote (not attached to the building) drive-thru ATM, with dedicated drive-thru lane and a canopy. The proposal meets all development standards including setbacks, height limits, parking, and landscaping requirements. While the applicant does indicate possible signage areas on the elevation drawings submitted, no signage is proposed with this application. The applicant will be required to apply for and receive approval of a Master Sign Program for the site prior to installation of any signs pursuant to Laguna Hills Municipal Code (LHMC) Section 9-42.160, which states that a Master Sign Program is required for any new or remodeled building that proposes three or more signs.

Staff has reviewed the Development Code requirements as well as General Plan issues, goals, and strategies, and 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 LHMC Sections 9-92.080 C and G grant the Planning Agency the authority to approve applications such as this for Conditional Use Permits and Site Development Permits respectively. A Conditional Use Permit is required for drive-thru businesses in the Neighborhood Mixed Use zone, and Site Development Permits are required for new development projects.

PROJECT DESCRIPTION AND ANALYSIS:

The proposed 4,415 square-foot bank building will be located at the corner of the property along Alicia Parkway and Hon Avenue, with the drive-thru ATM and parking lot at the interior of the property. The building itself is designed in a Spanish Revival style with light stucco walls, mission tile roof, and darker wainscot and decorative accents. The building style has a strong architectural identity while maintaining visual compatibility with the rest of the existing center. The rear of the building, facing Alicia Parkway, has been designed to resemble the front of a building, with windows and architectural features to add visual interest from the street. The less prominent north and south elevations are not as detailed. Staff has added a condition that allows the applicant to work with staff in the building plan check process to add appropriate enhancements to these elevations (**Condition 18**). The proposed building meets all development standards including height, setbacks, and lot coverage.

A drive-thru ATM is proposed for the site. The ATM will have a small canopy, designed in a style similar to the main building. A separate queuing lane is provided on site and separated from the rest of the parking area by landscape area. The queuing lane provides stacking for approximately six cars, including the one at the ATM. In the event more than six vehicles are waiting to use the drive-thru ATM, the overflow vehicles would stack in the parking lot and would not interfere with any main driveways or streets.

The required parking for a bank of this size would be 17 parking spaces. Thirty-four parking spaces have been provided. If this building were to be occupied in the future for a different type of business such as retail there would be adequate parking for such a use.

The site will be completely re-landscaped. The perimeter landscape will be enhanced, while protecting several existing trees. Additional parking lot landscaping will be provided to meet parking lot shade requirements as well as landscape lot coverage requirements. The new trees added will be Carrotwood and London Plane trees. All landscaping will meet requirements of the Landscape Water Efficiency Ordinance (LHMC 9-47).

Prior to beginning the construction of the new building, the existing gas station will be demolished and the underground fuel storage tanks (USTs) will be removed. The site is not currently on any list hazardous waste sites compiled pursuant to Government Code Section 65962.5 commonly referred to as the Cortese List. The USTs will be removed in compliance with and under the supervision of the Orange County Health Care Agency, which has stringent regulations for the removal of USTs (**Condition 19**).

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with CEQA. Upon completion of this review, it has been determined that the proposed project is categorically exempt from CEQA, pursuant to CEQA Guidelines Sections 15303 (Class 3, New Construction or Conversion of Small Structures) 15305 and 15332 (Class 32 In-Fill Development Projects). Categorical Exemptions are designated for classes of projects which have been determined not to have a significant effect on the environment and which have therefore been exempted from the requirements of CEQA. The Class 3 exemption applies to the installation of new, small structures such as commercial buildings in urbanized areas not exceeding 10,000 square feet. The proposed bank building is 4,415 square feet and is in an "urbanized area" pursuant to the definition of such in CEQA Guidelines Section 21071. The Class 32 exemption applies to in-fill development that meets several criteria outlined in the CEQA Guidelines including that the project site is less than 5 acres, is surrounded by urban uses, is consistent with the General Plan and zoning regulations, and that it is not habitat for endangered, rare, or threatened species. Based on the foregoing, it is hereby determined that the project is exempt from CEQA.

PUBLIC COMMENT:

Public hearing notices were mailed to surrounding property owners within a 300-foot radius of the subject site and other entities as required by law. At the time of this writing, no comments have been received.

CONCLUSION:

Overall the project will make an aesthetic improvement at a "gateway intersection" of the City. The addition of a bank to this commercial center will provide a valuable service to the patrons of the commercial center and to nearby residents and businesses. The applicant has demonstrated that the project complies with all development standards and applicable design guidelines. Additionally the project is consistent with the General Plan and with the conditions of approval will not result in any significant adverse impacts to the public health, safety, and general welfare.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY."

ATTACHMENTS:

1. Resolution of Approval
2. Letter of Justification
3. Plans

RESOLUTION NO. PA2012-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT NO. 4-12-2219, A REQUEST BY GENSLER, ON BEHALF OF CHASE, TO CONSTRUCT A NEW CHASE BANK BUILDING WITH DRIVE-THRU ATM, INCLUDING THE DEMOLITION OF THE EXISTING GAS STATION ON THE SUBJECT PROPERTY AT 24799 ALICIA PARKWAY

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

WHEREAS, an application for Conditional Use Permit/Site Development Permit (CUP/SDPM) No. 4-12-2219 has been received to redevelop the existing commercial property, located at 24799 Alicia Parkway in the Neighborhood Mixed Use (NMU) zone; and

WHEREAS, CUP/SDPM No. 4-12-2219 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) based upon the following: Class 3 (CEQA Guidelines §15303, New Construction or Conversion of Small Structures) and Class 32 (CEQA Guidelines Sections 15332, In-Fill Development) exemptions; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a Public Hearing held on June 12, 2012.

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 CUP/SDPM No. 4-12-2219 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the development code in that:

The proposed project meets all LHMC development standards for the NMU zone, including setbacks, height, parking, and lighting. The proposed bank use is permitted within the NMU zone and the drive-thru ATM is permitted within the NMU zone subject to approval of a Conditional Use Permit. Therefore the site design complies with standards of the development code.

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

The site is an existing commercial property. The proposed bank is a commercial use that will fit well with the surrounding uses. The site makes use of existing driveways and has adequate space for the building, ATM, and parking. Additionally, the subject site is somewhat of a “gateway” into the City. Replacing a dated gas station with a well designed commercial building will aesthetically enhance an important intersection in the City.

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

According to the General Plan, the purpose of this area is to create attractive neighborhood-level centers with a variety of restaurant, retail, office, and personal service uses. Not only are banks permitted in this zone, but are an important component in a neighborhood center. While the building fronts to the parking lot due to the existing nature of the surrounding development, care has been taken to provide an interesting and attractive street frontage. The building has been designed to be visually compatible with the rest of the shopping center, while providing a stronger architectural identity than has previously been used in the center. Therefore the project is consistent with design guidelines.

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

There is adequate space on the existing site for the bank proposed in this project and the parking required. The site design makes use of existing driveways, requiring no new entrances or exits onto surrounding arterials. The building is typical for a general commercial use and will be constructed consistent with the 2010 California Building Code. Circulation through the site, including for the drive-thru ATM is adequate for the proposed bank use. Therefore the site design and structural components are appropriate for the site and function of the proposed use.

Conditional Use Permit

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

Drive-thru uses, such as the subject ATM drive-thru are permitted in this General Plan land use designation. The General Plan places a high priority on design and architecture, as well as providing architectural interest on street frontages. In this case, the drive-thru has been designed to be away from the street so that the building, which has been designed to be interesting from the street, provides a visual buffer between the parking and drive-thru area and the street.

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

The proposed drive-thru ATM is located on a commercial property within an existing shopping center. The drive-thru is surrounded by commercial properties, including another auto-oriented use (a gas station and car

wash), and is not immediately adjacent to any sensitive land uses. The drive-thru ATM will not have adverse effects on the adjacent commercial land uses due to the relatively low-intensity use of a drive-thru ATM and the fact that the bank which it is accessory to can provide a service to surrounding businesses and their patrons. The proposed drive-thru ATM canopy as well as the bank building have been designed to visually blend with the existing center, while providing a more identifiable architectural style for the building itself which is located at an important "gateway" intersection of the City. The proposed drive-thru ATM, therefore, will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

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 in that:

The proposed drive-thru ATM has been located away from the street to the rear of the building. The applicant has demonstrated that there is adequate queuing space for the drive-thru, which will not interfere with circulation through the parking lot or back out onto main arterials or driveways. Additionally, existing access points to the site will be used; no additional entry or exit drives directly from adjacent streets are required. Therefore, the proposed site is adequate in size and shape to accommodate the use and integrate it with existing planned uses in the vicinity.

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

The proposed project meets all LHMC development standards for the NMU zone, including setbacks, height, parking, and lighting. The proposed bank use is permitted within the NMU zone and the drive-thru ATM is permitted within the NMU zone subject to approval of a Conditional Use Permit. No deviations from the Development Code are required to accommodate the drive-thru restaurant.

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

The conditions imposed on the project approval are standard and are intended to insure compatibility with adjacent uses and the preservation of public safety and welfare.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP/SDPM No. 4-12-2219 subject to the following conditions:

General

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

any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.

2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of said Site Development Permit by the Laguna Hills Planning Agency.
3. As a condition of issuance of this approval, the Applicant, hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
4. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
5. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of CUP/SDPM No. 4-12-2219 within 60 days of the Planning Agency's approval.
6. The Conditional Use Permit and associated entitlements shall expire and be of no further force or effect if the permit is not implemented within two years from June 12, 2012.
7. 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.
8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the applicant/owner may protest any fees, dedications, reservation or other exaction imposed in connection with this project through these conditions of approval begins on the date that the Planning Agency adopts its resolution approving this project and related permits.

Building

9. The Applicant shall be responsible for ensuring building permits are obtained prior to commencement of any work for which a permit is required, pursuant to section 105 of the 2010 California Building Code.
10. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, pursuant to section 107 of the 2010 California Building Code.

11. The Applicant shall secure any required approvals from the Orange County Fire Authority (OCFA), Moulton Niguel Water District, and City Planning and Engineering Departments prior to issuance of any required building permit.
12. At the time of permit issuance the Applicant shall submit Construction and Demolition Waste Recycling Program paper work if applicable, pursuant to City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board.
13. The Applicant shall be responsible for compliance with all general construction water quality requirements pursuant to City of Laguna Hills Ordinance No. 2003-12.
14. The Applicant shall be responsible for compliance with California Disabled Accessibility requirements at the time of document submittal for the purpose of permit issuance, pursuant to chapter 11 of the California Building Code
15. The Applicant shall be responsible for compliance with all applicable requirements of the California Energy Commission at the time of document submittal for the purpose of permit issuance.
16. All construction shall comply with the 2010 California Building, Plumbing, Mechanical, Electrical, and Green Building Codes in regards to B occupancies.

OCFA

17. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval all plans as directed by OCFA, including a Fire Master Plan (service code PR145).

Planning

18. Prior to the issuance of building permits, the applicant shall work with staff to provide additional enhancements to the north and south building elevations.
19. Prior to issuance of building permits, the Applicant shall submit a final landscape and irrigation plan that demonstrates that the project complies with all requirements of LHMC Chapter 9-47 (Landscape Water Efficiency), including installing "Smart" landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping throughout the property.
20. Prior to the issuance of any permits for new construction, the underground storage tanks (USTs) on the subject site shall be removed. Prior to removal of the USTs, the Applicant shall apply for UST permanent closure and tank removal with the Orange County Health Care Agency. Further, the Applicant shall comply with all Orange County Health Care Agency regulations regarding the

closure and removal of the USTs. Evidence of compliance with all requirements of OCHCA shall be provided to the City prior to the issuance of permits for new construction.

21. Outdoor security and other lighting shall be designed and maintained so as not to illuminate beyond the project boundary. Exterior lights shall be focused inward and away from surrounding uses.
22. The Applicant shall apply for a Master Sign Program and shall obtain approval of said Master Sign Program from the City prior to issuance of sign permits or installation of any signs.
23. All signage (temporary and permanent), including any required approvals and permits, shall comply with L.H.M.C. Chapter 9-42. Signs shall be maintained to prevent deterioration, disrepair and shall be legible and in good condition.
24. All noise generated by the project, including construction noise shall meet noise requirements pursuant to L.H.M.C. Chapter 5-24.

Public Services

25. The Applicant shall have prepared and submit a final grading plan and erosion control plan on 24"x 36" sheets to the City Engineer. All plans shall be prepared by a registered Civil Engineer. The grading plan shall show street, sewer, water, storm drain facility, and all proposed grading. The plans shall show the topography of the grading plan for the site along with the adjacent areas sufficient to determine drainage impacts to the surrounding area. The final grading plan shall be approved by the City Engineer prior to the issuance of a Grading Permit or a Building Permit. No drainage shall be allowed onto driveways or sidewalks and shall be conveyed to the street or storm drain system via pipe/culvert, as approved on the Grading Plan. All grading shall be designed and constructed in accordance with the City's Grading and Excavation Code and the approved Grading Plan.
26. The Applicant shall have prepared and submit a hydrology study of the site and contributing watershed in accordance with the County of Orange Hydrology Manual. The study shall be prepared by a registered Civil Engineer and shall identify any drainage improvements necessary to protect the buildings from the 100-year storm event.
27. No building structures shall be allowed to be constructed over or on top of any public agency easements without the express written permission of that agency and as approved by the City Engineer.
28. Prior to issuance of any grading or building permits, the Applicant shall submit for approval of the City Engineer a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on-site to control

predictable pollutant run-off and to reduce water runoff peak discharges through hydromodification treatment as required by the applicable NPDES permit. This WQMP shall identify Low Impact Development (LID) BMPs and routine structural and non-structural measures specified in the current Orange County Drainage Area Management Plan (DAMP) and the San Diego Regional Water Quality Control Board requirements. This WQMP must also:

- a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or “zero discharge” areas, conserving natural areas, and retaining existing site hydrology to the maximum extent practicable;
 - b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems;
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer;
 - e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable;
 - f. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded. Annually, the applicant shall report on all maintenance performed on the BMP's in a manner meeting the approval of the City Engineer.
29. Prior to issuance of grading permits, the Applicant shall submit a copy of the Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Services Department. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request. In addition, the Applicant shall include notes on the grading plans indicating that the project will be implemented in compliance with the Statewide Permit for General Construction Activities.
30. The Applicant shall comply with hydromodification criteria and provide calculations in the hydrology study in accordance with Section F.1.h(5) of Order No. R9-2009-0002 NPDES Permit.

31. The Applicant shall demonstrate that all on-site access routes are capable to accommodate truck access and truck turning radii.
32. Prior to the grading permit close out or the issuance of a Certificate of Use and Occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the satisfaction of the City Engineer, including:
 - a. Demonstrates that all structural BMPs described in the Project WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications;
 - b. Demonstrates that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the Project WQMP;
 - c. Demonstrates that an adequate number of copies of the project's approved Project WQMP are available for the future occupants;
 - d. Demonstrates that the Applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to operate and maintain in perpetuity the post-construction BMPs described in the Project WQMP.
 - e. The Community Development Department and Public Services Department shall determine whether any proposed change in use requires an amendment to an approved Project WQMP and/or recorded document or agreement.
33. Existing and new trash/recycling enclosures shall be shall be constructed per the City of Laguna Hills standards including a roof structure and drain connection to the sewer meeting the standards of the Moulton Niguel Water District.
34. The Applicant shall submit a geotechnical report prepared by a registered Engineering Geologist/Civil Engineer for approval by the City Engineer. The report shall include evaluation of onsite soils and provide recommendations on pavement sections, building foundations, grading recommendations, retaining walls, oversteep slopes and a discussion of the functionality of the water quality features.
35. Prior to issuance of grading or encroachment permits, the Applicant shall pay all City fees to the satisfaction of the City Engineer, including but not limited to Transportation Mitigation Fees.
36. Project improvement plans and related documents shall be reviewed and approved by the City Engineer; said plans shall be prepared by a State of California Registered Civil Engineer and shall conform to City standards. All plans shall be provided on 24" x 36" mylar. Upon project completion, drawings of record shall be provided on mylar and electronically in a format acceptable to City.

37. No work shall be performed within the public right-of-way, by the Applicant or his or her agents until a Public Property Encroachment Permit has been issued by the City Engineer.
38. Prior to the issuance of any permits, the Applicant shall provide an Americans with Disabilities Act (ADA) site and site plan review of existing and proposed pathways, sidewalks and access ramps for both on-site access and adjacent to the site access along the accessible pathways. The accessible pathway shall not include a path within any drive aisle, except as necessary to cross a drive aisle at 90° to the drive aisle. The report shall be prepared by a professional whose expertise lies in the Access Field and shall include an implementation plan to correct all deficiencies noted.
39. Prior to issuance of a Certificate of Use and Occupancy, the Applicant shall reconstruct the "38.6' Existing Driveway" along Alicia Parkway, which provides access to the site, and shall reconstruct the "44.5' Existing Driveway" along Hon Avenue, which provides access to the site, to conform to ADA standards providing a minimum four feet wide sidewalk path around the rear of the respective driveways to meet crossfall slope limitations. If the ADA standard cannot be met within the existing public right of way, then a suitable pedestrian access easement shall be granted to the City in a form and manner acceptable to the City Attorney and City Engineer to allow the new public sidewalk to be within public right of way.
40. Construction truck and equipment traffic shall not access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall provide a construction vehicle routing plan for approval by the City Engineer prior to any demolition, grading or construction work.
41. All parking lots and drive aisles shall be constructed of asphalt concrete over crushed aggregate base over subgrade, or equal, and compacted to a relative compaction of 95% or equivalent. The structural pavement thickness shall be no less than 4" AC over 4" AB, or more, and as required by the project soils engineer and approved by the City Engineer.
42. The Applicant shall protect in place the existing public improvements. Public improvements that are damaged as a result of the proposed construction shall be the responsibility of the Applicant and/or contractor of record to repair or replace to the satisfaction of the City Engineer prior to the issuance of a Certificate of Occupancy.

PASSED, APPROVED, AND ADOPTED this 12th day of June, 2012.

MELODY CARRUTH, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2012- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

4675 MacArthur Court
Suite 350
Newport Beach CA 92660
USA

Tel 949.863.9434
Fax 949.553.1676



March 30, 2012

To: City of Laguna Hills
Planning Department

Subject: Chase: **Alicia & Hon**
Chase Project Number: 100123084
Project Number: 07.6215.150
File Code: 3PD

Dear Planning Department;

Chase bank is proposing to build a new banking center on the southwest corner of the intersection of Alicia Parkway & Hon Avenue in the city of Laguna Hills. The site is currently used by an operating 76 gas station.

The existing land owner will be demolishing the gas station and providing Chase with a clean site for their use in building the new banking center. The demolition and clean up required by the gas station will be under a separate permit, by the existing owner.

The Chase bank is proposing a new building on the corner of the site with a single lane remote drive thru ATM kiosk at the rear of the site. The peak operating times of the ATM's will be in the evenings and after the bank is closed. The bank exterior is designed to fit with the surrounding architecture and is comprised of tower elements, exterior stucco finish and a mission tile roof.

Should you have any additional questions, please feel free to contact me directly.
Sincerely,

A handwritten signature in black ink that reads "Chip Williams".

Chip Williams
Principal

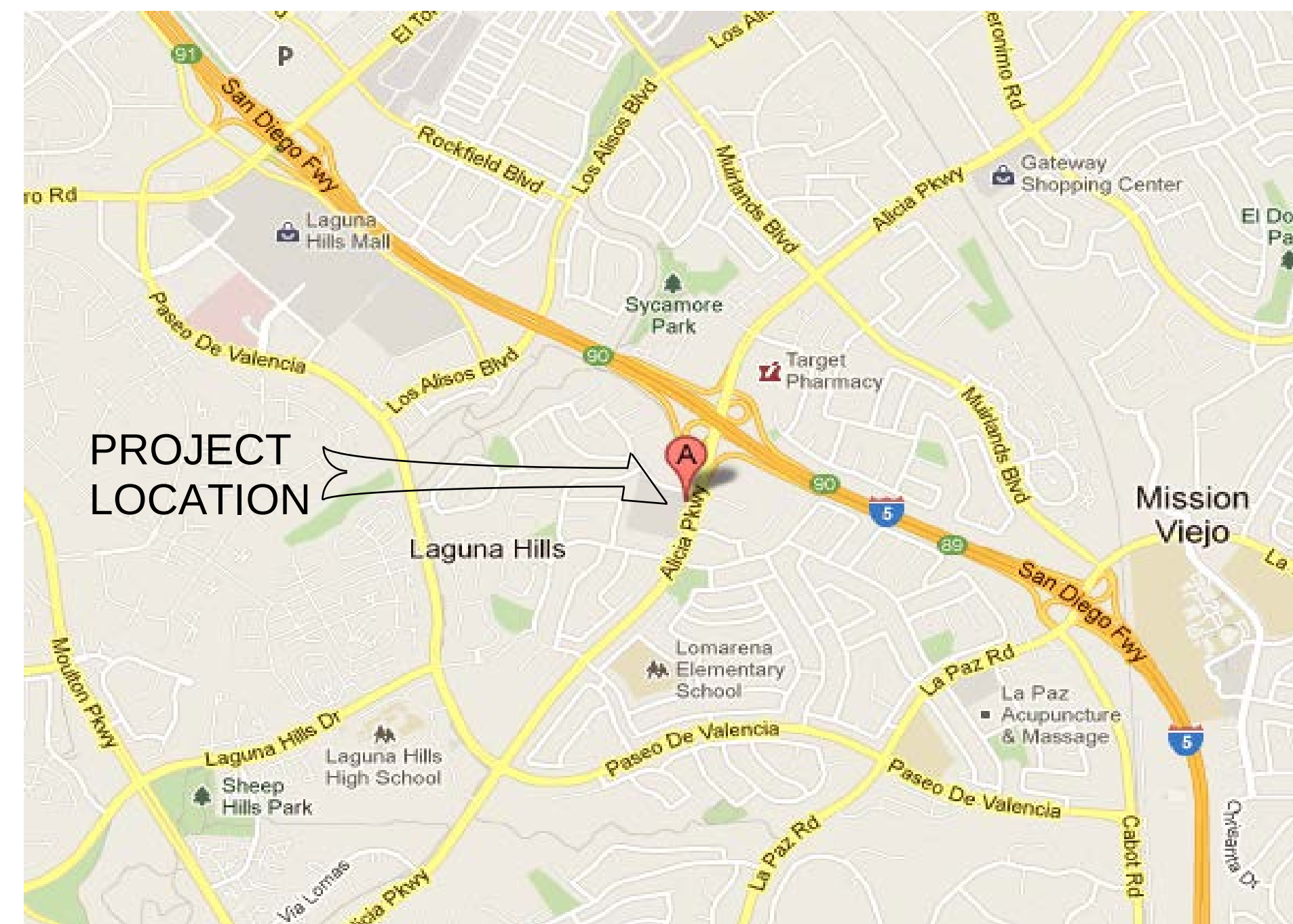
PLANNING APPLICATION FOR CONDITIONAL USE PERMIT CITY OF LAGUNA HILLS

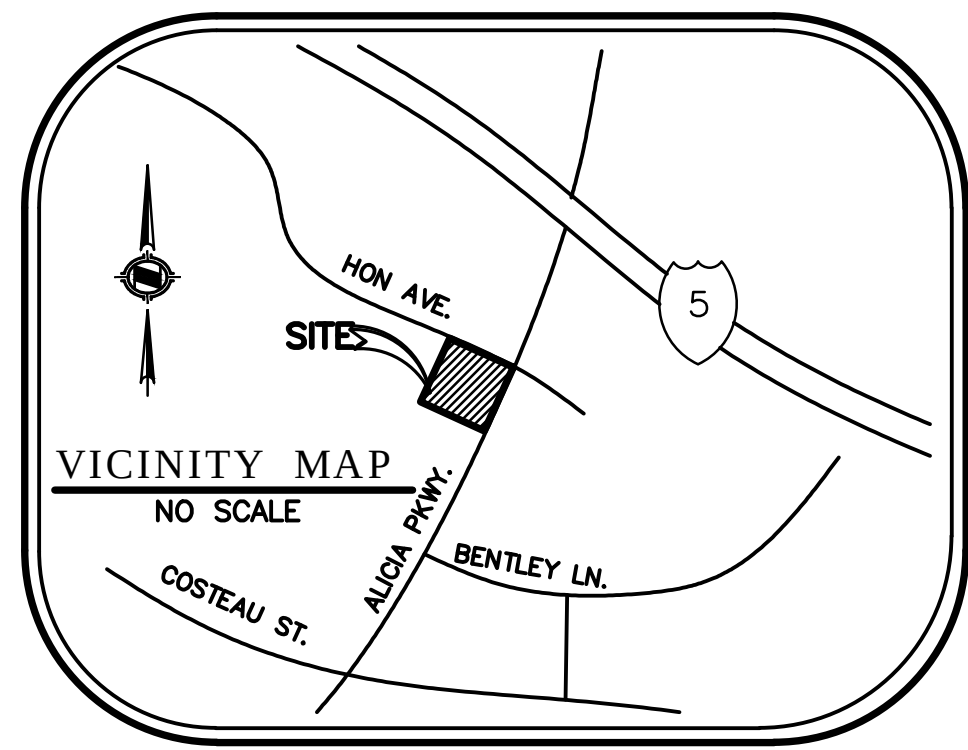
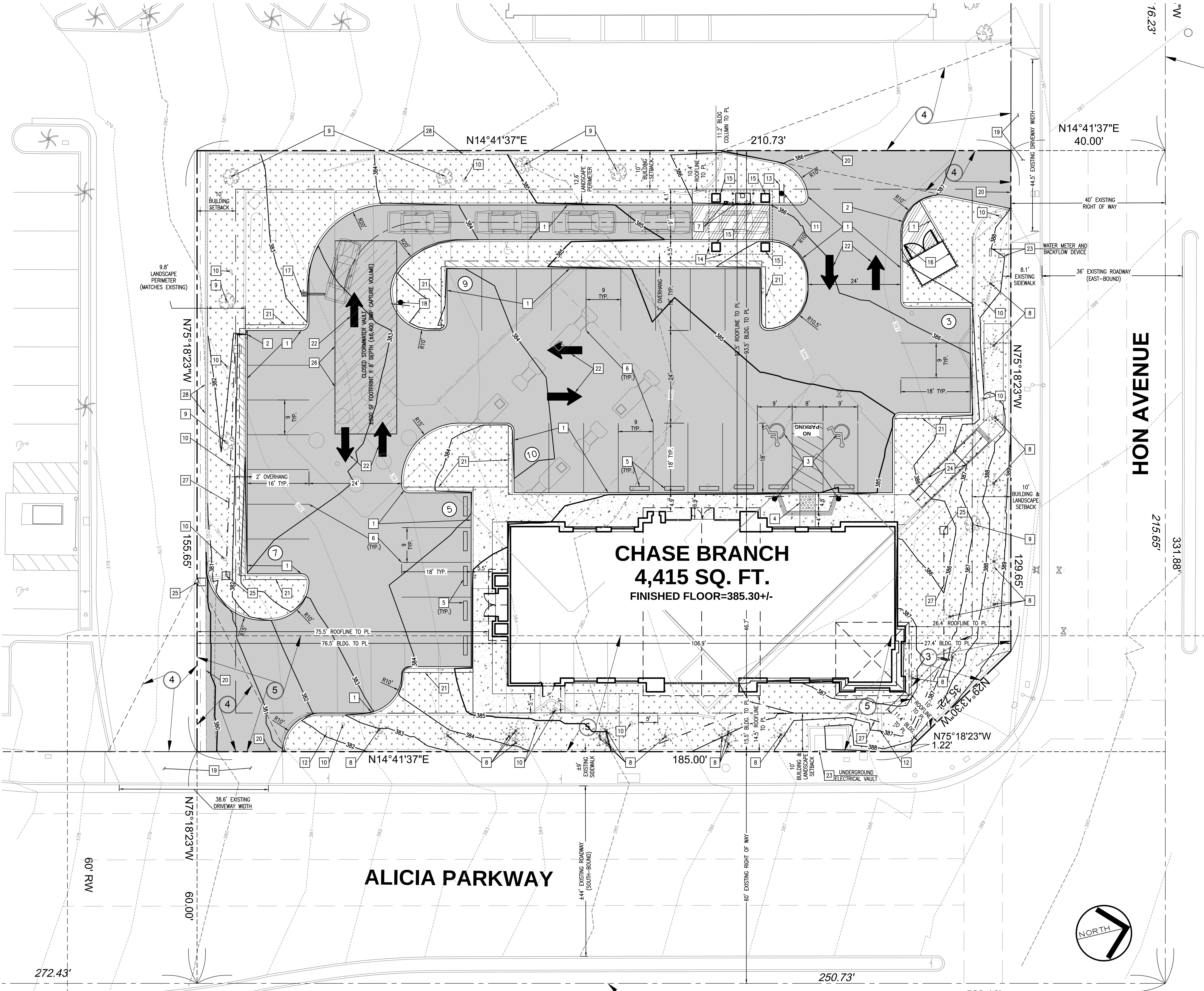
PROPOSED NEW GROUND-UP BANK BUILDING
WITH REMOTE ATM DRIVE AISLE



24799 ALICIA PARKWAY LAGUNA HILLS, CA 92653

May 02, 2012





ABBREVIATIONS	
AC	ASPHALT CONCRETE
BLDG	BUILDING
CF	CUBIC FEET
EP	EDGE OF PAVEMENT
ECAB	ELECTRICAL CABINET
FF	FINISH FLOOR
FFG	FINISH FLOOR GARAGE
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISH SURFACE
LID	LOW IMPACT DEVELOPMENT
MIN	MINIMUM
ROW	RIGHT OF WAY
OH	OVERHANG
PL	PROPERTY LINE
PCC	PORTLAND CEMENT CONCRETE
TC	TOP OF CURB
TE	TRASH ENCLOSURE
TPB	TELEPHONE PULL BOX
TS	TRAFFIC SIGNAL
TYP	TYPICAL
WV	WATER VALVE

SITE INFORMATION	
EXISTING ZONING:	NMU, NEIGHBORHOOD MIXED USE
EXISTING USE:	GAS SERVICE STATION (78)
PROPOSED USE:	BANK/FINANCIAL INSTITUTION AND SINGLE LANE, DRIVE-THRU REMOTE ATM
APN:	620-361-98
PARCEL AREA (NET):	0.74 AC [32,449 SF]
SITE ADDRESS:	24799 ALICIA PARKWAY
FLOOD ZONE:	ZONE X, AREAS OUTSIDE OF 0.2% CHANCE FLOOD, FEMA PANEL #06059C0427J.
ON-SITE LIMIT OF WORK AREA=	±32,449 SF (100%)
PROPOSED BUILDING AREA=	24,415 SF (14%)
PAVED AREA=	222,500 SF (53%)
LANDSCAPE AREA=	±10,000 SF (31%)
FLOOR-AREA RATIO (FAR)=	0.14

PARKING SUMMARY	
PARKING SPACES REQUIRED=	17 SPACES (1 PER 250SF USE)
PARKING SPACES PROVIDED=	34 SPACES
ADA PARKING REQUIRED=	1 SPACE
ADA PARKING PROVIDED=	2 SPACES

PROJECT DESCRIPTION	
PROPOSED GROUND UP 4,415 SF CHASE BANK WITH REMOTE SINGLE LANE, DRIVE-THRU, IMPROVEMENTS INCLUDE TRASH ENCLOSURE, NEW PAVEMENT, SIDEWALK, CURB, ASSOCIATED ON-SITE UTILITY INFRASTRUCTURE, AND WATER QUALITY BEST MANAGEMENT PRACTICES. THE SITE IS CURRENTLY A "76" SERVICE STATION. THE SITE IS SURROUNDED BY ADJACENT COMMERCIAL DEVELOPMENT PARKING, ACCESS DRIVES, AND EXISTING UTILITY INFRASTRUCTURE.	
---	PROPOSED ASPHALT PAVEMENT, MATCH EXISTING SECTION
---	PROPOSED PCC
---	PROPOSED HEAVY DUTY PCC
---	PROPOSED LANDSCAPE AREA
---	PROPOSED PCC CURB
---	EXISTING SIGN
---	PROPOSED SIGN
---	PROPOSED STORM DRAIN INLET
---	SAWCUT AND CONFORM TO EXISTING
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	PROPOSED 1' CONTOUR
---	PROPOSED 5' CONTOUR
---	SETBACK LINE
---	EXISTING PROPERTY LINE
---	EXISTING EASEMENT LINE

- SITE PLAN KEY NOTES**
- 1 PROPOSED 6" VERTICAL CONCRETE CURB.
 - 2 PROPOSED 0" (FLUSH) CURB.
 - 3 PROPOSED ACCESSIBLE PARKING STALLS AND PARKING SIGNS, WITH VAN ACCESSIBLE LOADING AREA.
 - 4 PROPOSED ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES.
 - 5 PROPOSED POC WHEELSTOP.
 - 6 PROPOSED PARKING STALL STRIPING.
 - 7 PROPOSED AUTOMATED TELLER MACHINE (ATM) AND VACUUM AIR TUBE (VAT), SEE ARCHITECTURAL PLANS AND ELEVATIONS FOR DETAILS.
 - 8 EXISTING PALM TREE TO BE REMOVED. REFER TO LANDSCAPE PLANS FOR PROPOSED PLANTING PLAN.
 - 9 EXISTING TREE TO REMAIN. PROTECT IN PLACE.
 - 10 EXISTING LIGHT POLE TO BE REMOVED.
 - 11 PROPOSED DO NOT ENTER SIGN, R5-1 (CA).
 - 12 EXISTING GAS STATION MONUMENT SIGN TO BE REMOVED.
 - 13 PROPOSED STOP SIGN, R1-1 (CA).
 - 14 PROPOSED DRIVE-THROUGH CANOPY EXTENTS, SEE ARCHITECTURAL PLANS FOR DETAILS.
 - 15 PROPOSED CANOPY COLUMN, SEE ARCHITECTURAL PLANS FOR DETAILS.
 - 16 PROPOSED COVERED TRASH ENCLOSURE WITH SCREENING, SEE ARCHITECTURAL AND LANDSCAPE PLANS FOR DETAILS.
 - 17 PROPOSED MOUNTED HEADACHE BAR, SEE ARCHITECTURAL PLANS FOR DETAILS.
 - 18 PROPOSED ATM ENTRANCE SIGN.
 - 19 MAINTAIN EXISTING VEHICULAR CONNECTION TO SHOPPING CENTER.
 - 20 PROPOSED SAWCUT LINE, CONFORM TO MATCH EXISTING PAVEMENT.
 - 21 PROPOSED 1-FOOT WIDE CONCRETE COURTESY CURB.
 - 22 PROPOSED PARKING LOT DIRECTIONAL ARROW, TRAFFIC WHITE PAINT.
 - 23 EXISTING UTILITY TO REMAIN, PROTECT IN PLACE.
 - 24 PROPOSED ACCESSIBLE SIDEWALK RAMP WITH HANDRAILS.
 - 25 PROPOSED STORM DRAIN INLET.
 - 26 PROPOSED UNDERGROUND CLOSED VAULT TO MEET CITY OF LAGUNA HILLS AND SOUTH ORANGE COUNTY HYDROMODIFICATION AND LID REQUIREMENTS.
 - 27 PROPOSED VEGETATED SWALE FLOWLINE.
 - 28 EXISTING BLOCK RETAINING AND SCREEN WALL TO REMAIN. HEIGHT VARIES, 1-FT TO 3-FT. MISSING OR BROKEN BLOCKS TO BE REPAIRED IN KIND.

EXISTING EASEMENT NOTES:

BASED ON TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, DATED 9/02/2011, ORDER NUMBER NCS-503977-SA1.

3 ITEM 3: AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, IN FAVOR OF THE COUNTY OF ORANGE, RECORDED 9/22/1972 AS BOOK 10339, PAGE 462, OF O.R. (TO BE OUTFLOWED).

4 ITEM 5: AN EASEMENT FOR MUTUAL DRIVEWAY EASEMENT AND INCIDENTAL PURPOSES, IN FAVOR OF UNION OIL COMPANY OF CALIFORNIA, A CORPORATION, AND HARRY G. HON, AN INDIVIDUAL AND DOING BUSINESS AS HON DEVELOPMENT COMPANY, RECORDED 9/11/1979 AS BOOK 13311, PAGE 1254, OF O.R. EASEMENT AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

5 ITEM 6: AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, IN FAVOR OF THE COUNTY OF ORANGE, RECORDED 11/30/1972 AS BOOK 10450, PAGE 139, OF O.R. UNPLOTTABLE DUE ILLIBLEG BACKUP DOCUMENTS. (TO BE OUTFLOWED).

CHASE BANK - 24799 Alicia Parkway, Laguna Hills, CA 92653

PRELIMINARY SITE PLAN

Gensler

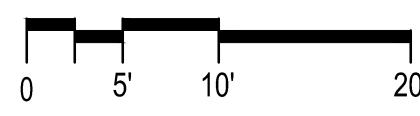
4675 MacArthur Court
Suite 350
Newport Beach CA 92660
Telephone 949.863.9434
Facsimile 949.553.1676

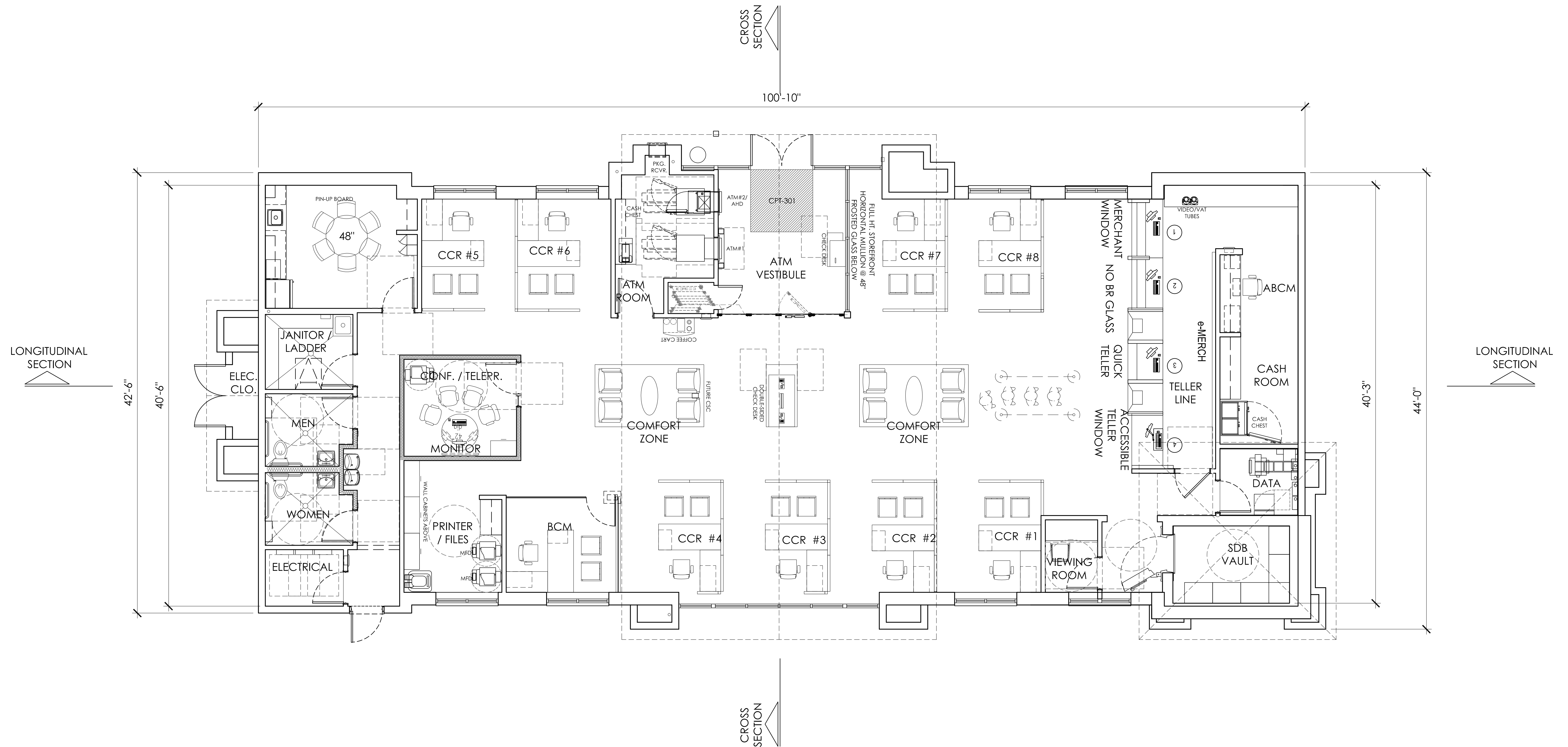
CALICHI DESIGN GROUP

505 LANCASTER STREET, SUITE 5
OAKLAND, CA 94601
(415) 390-2452



GENSLER Job Number: 07.6215.150
CALICHI Job Number: 2011-19-012
Date: 03/30/12





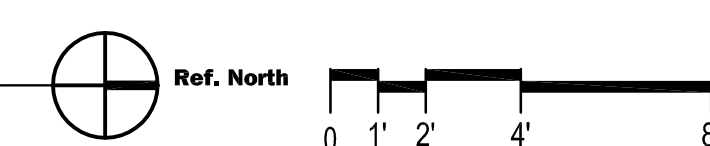
CHASE BANK - 24799 Alicia Parkway, Laguna Hills, CA 92653

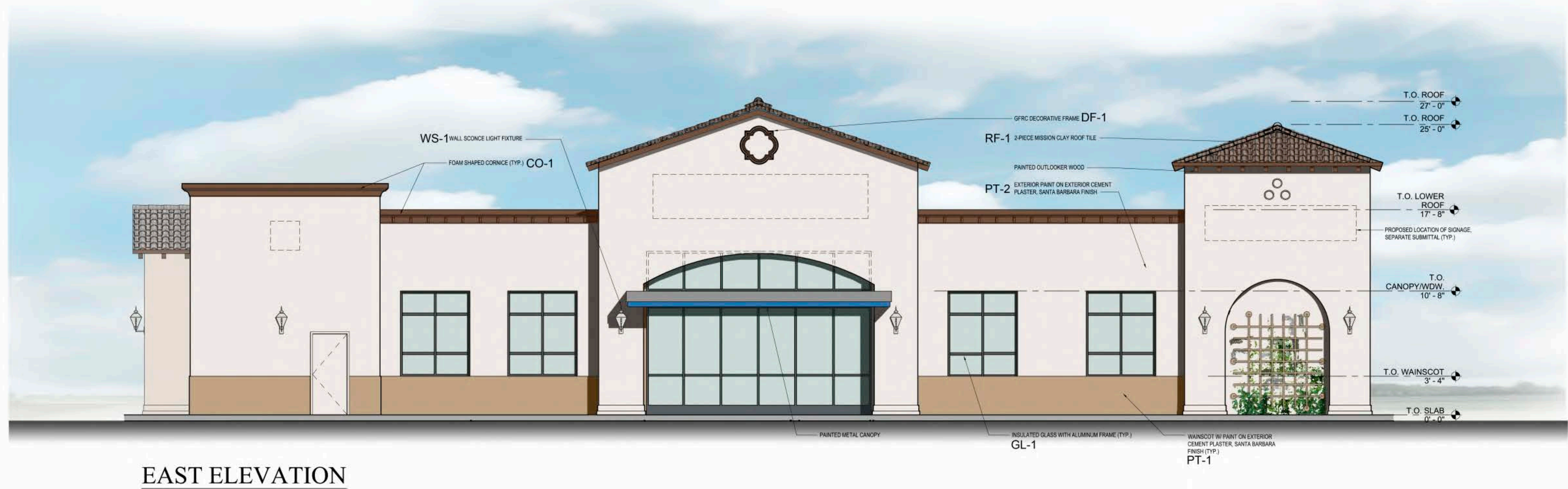
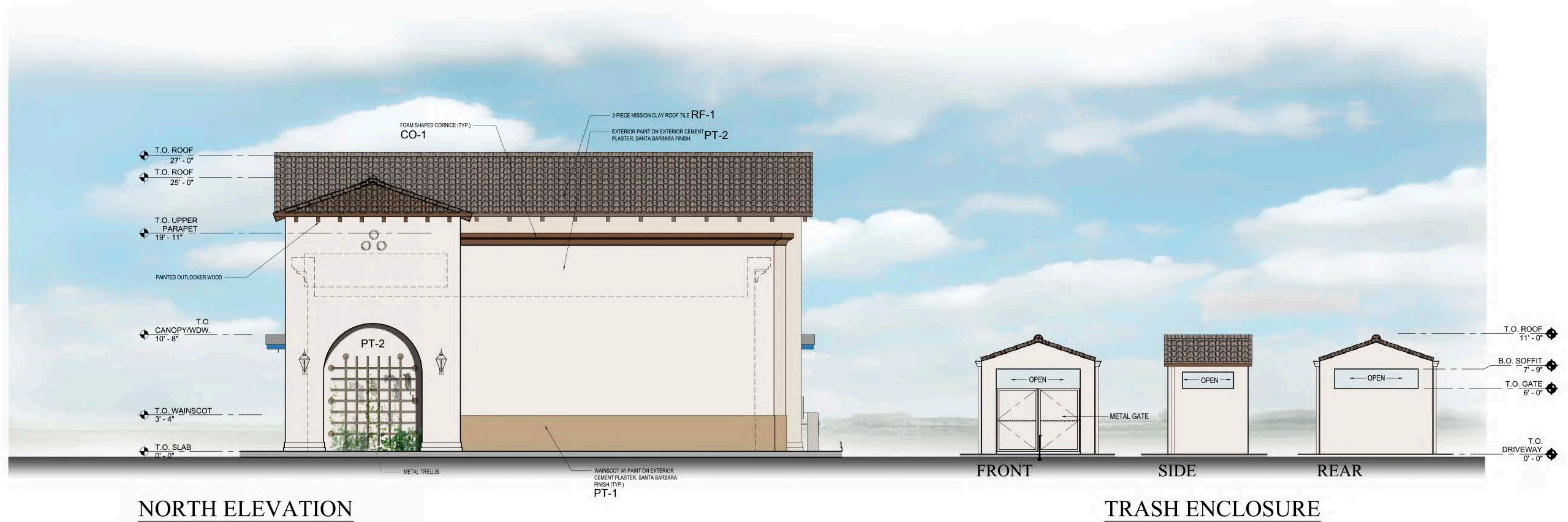
FLOOR PLAN

Gensler

4675 MacArthur Court
Suite 350
Newport Beach CA 92660
Telephone 949.863.9434
Facsimile 949.553.1676

Job Number: 07.6215.150
Date: 03/30/12





CHASE BANK - 24799 Alicia Parkway, Laguna Hills, CA 92653

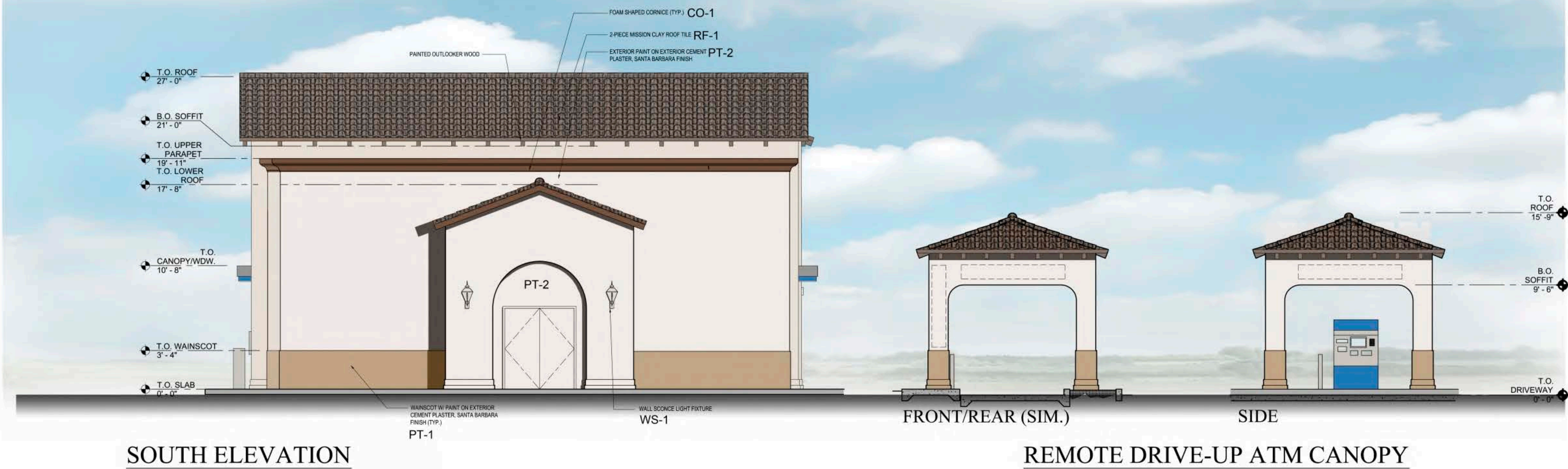
BUILDING EXTERIOR ELEVATIONS

Gensler

4675 MacArthur Court
Suite 350
Newport Beach CA 92660
Telephone 949.863.9434
Facsimile 949.553.1676

Job Number: 07.6215.150
Date: 03/30/12
Date: 05/02/12 (Rev. #1)
Date: 05/10/12 (Rev. #2)





CHASE BANK - 24799 Alicia Parkway, Laguna Hills, CA 92653

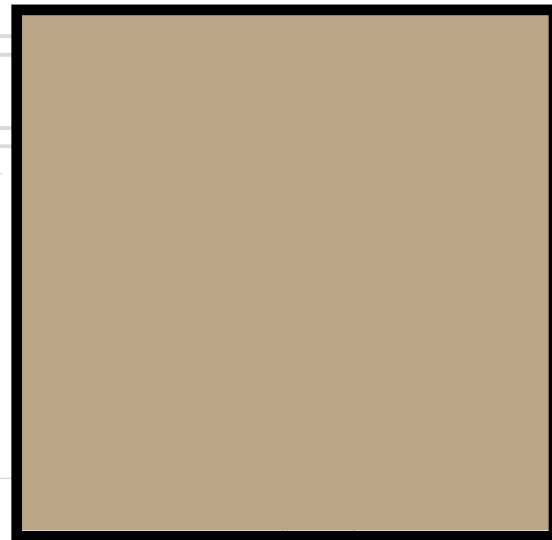
BUILDING EXTERIOR ELEVATIONS

Gensler

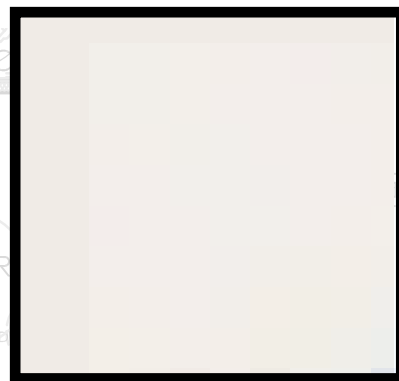
4675 MacArthur Court
Suite 350
Newport Beach CA 92660
Telephone 949.863.9434
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Job Number: 07.6215.150
Date: 03/30/12
Date: 05/02/12 (Rev. #1)
Date: 05/10/12 (Rev. #2)

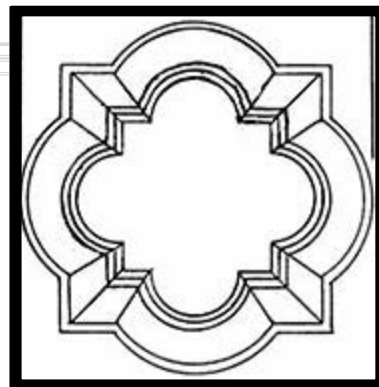




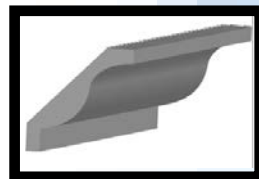
PT-1
EXTERIOR PAINT
SHERWIN-WILLIAMS
SW 6108 (LATTE), B42 SERIES
ON EXTERIOR CEMENT
PLASTER, SANTA BARBARA
FINISH



PT-2
EXTERIOR PAINT
SHERWIN-WILLIAMS
SW 7000; LBIS WHITE
ON EXTERIOR CEMENT
PLASTER, SANTA BARBARA
FINISH



DF-1
DECORATIVE FRAME
ARISTONE DESIGNS;
GFRC, SANDSTONE
SMOOTH



CO-1
CORNICHE
FOAM DESIGN
CENTER; - SHAPED
FOAM



WS-1
EXTERIOR WALL
SCONCE
STERNBERG LIGHTING
6900 HERITAGE
RESIDENTIAL SERIES



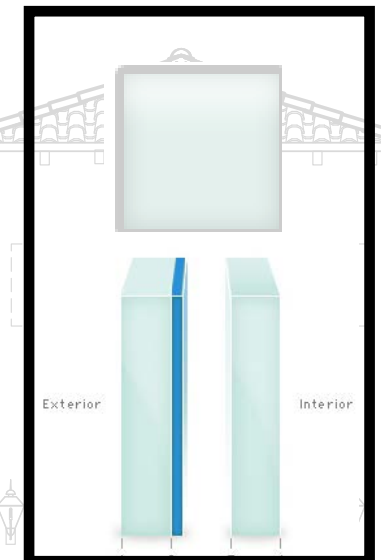
LP-1
SITE LIGHT FIXTURE
AND POLE
STERNBERG LIGHTING
6130C LED HERITAGE
SERIES WITH 245P POLE
BASE



RF-1
ROOF
BORAL; 2-PIECE MISSION,
OLD WORLD #2

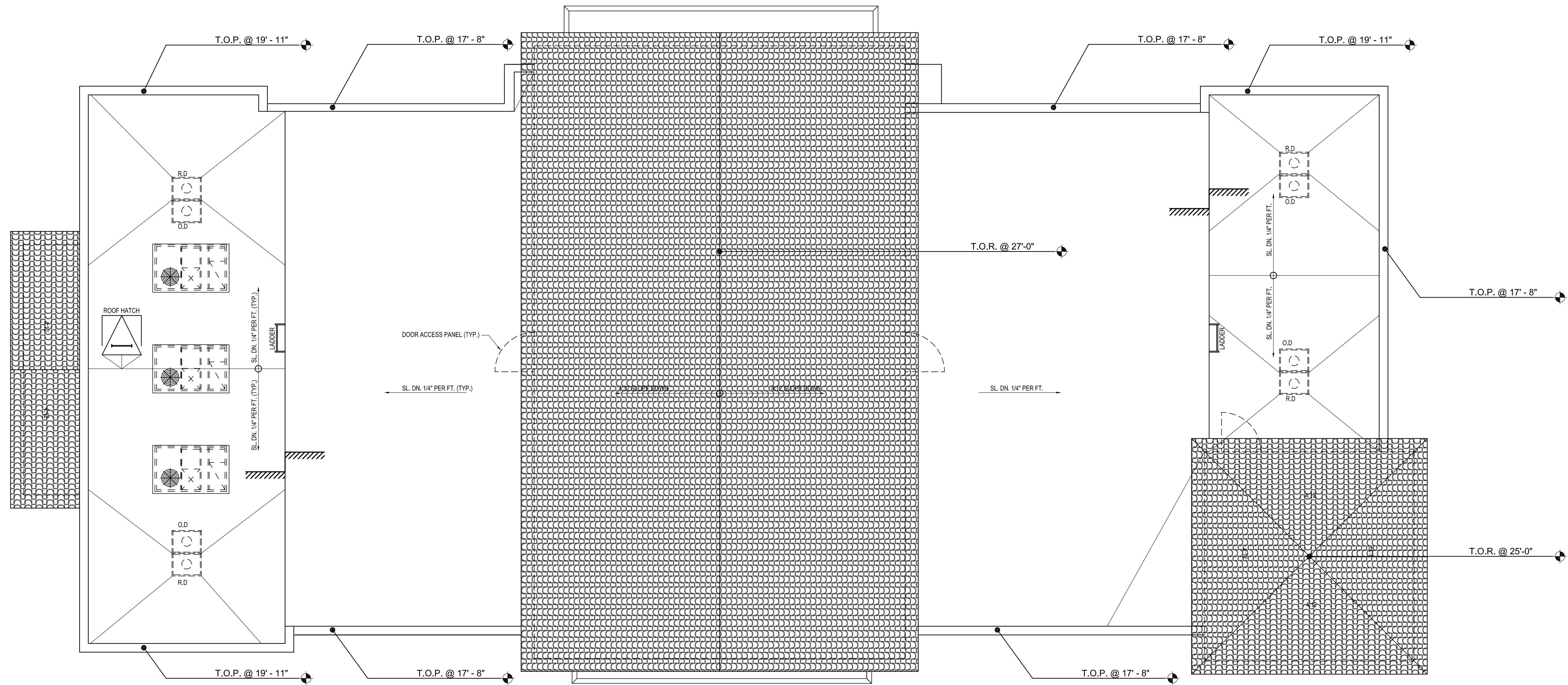


TP-1
DECORATIVE THREE
PIPES
FDC



GL-1
WINDOW GLAZING
INSULATED GLASS
PPG SOLARBAN 60

CHASE BANK - 24799 Alicia Parkway, Laguna Hills, CA 92653



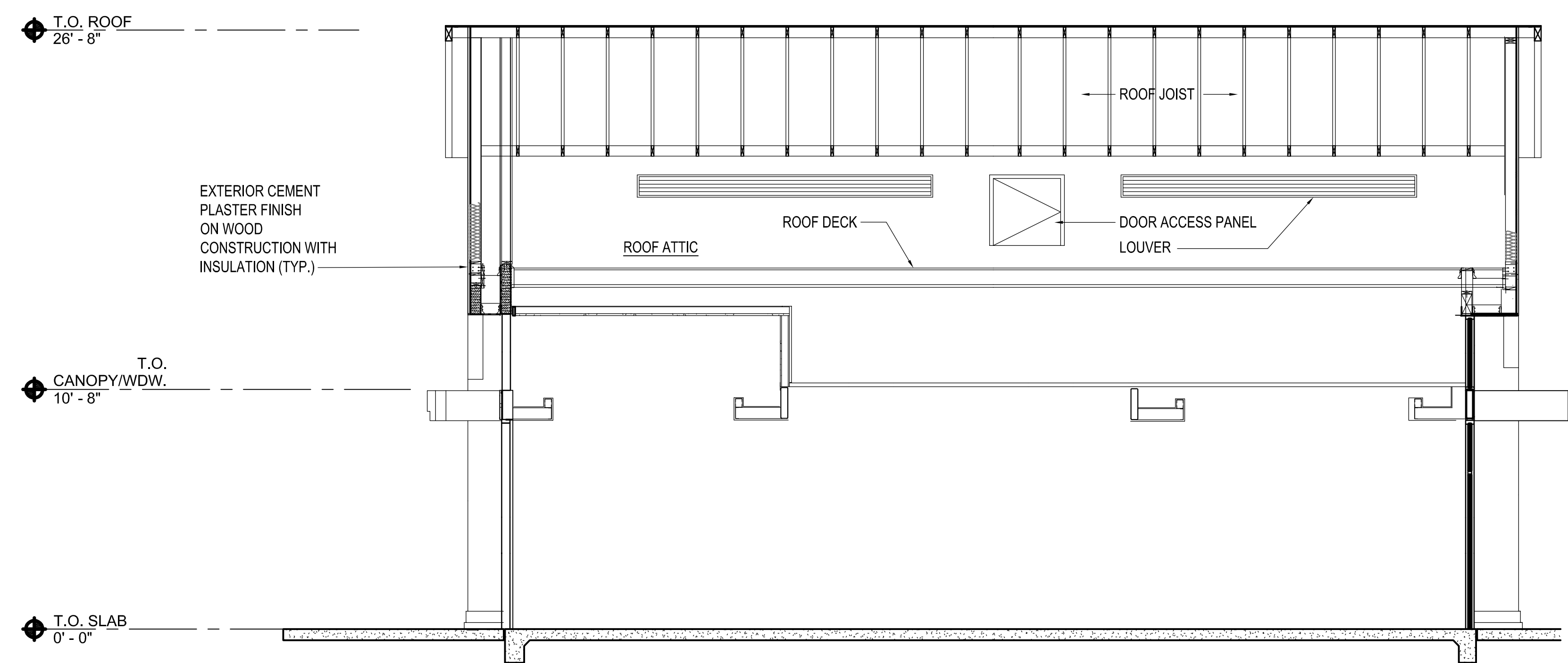
CHASE BANK - 24799 Alicia Parkway, Laguna Hills, CA 92653

Gensler
 4675 MacArthur Court
 Suite 350
 Newport Beach CA 92660
 Telephone 949.863.9434
 Facsimile 949.553.1676

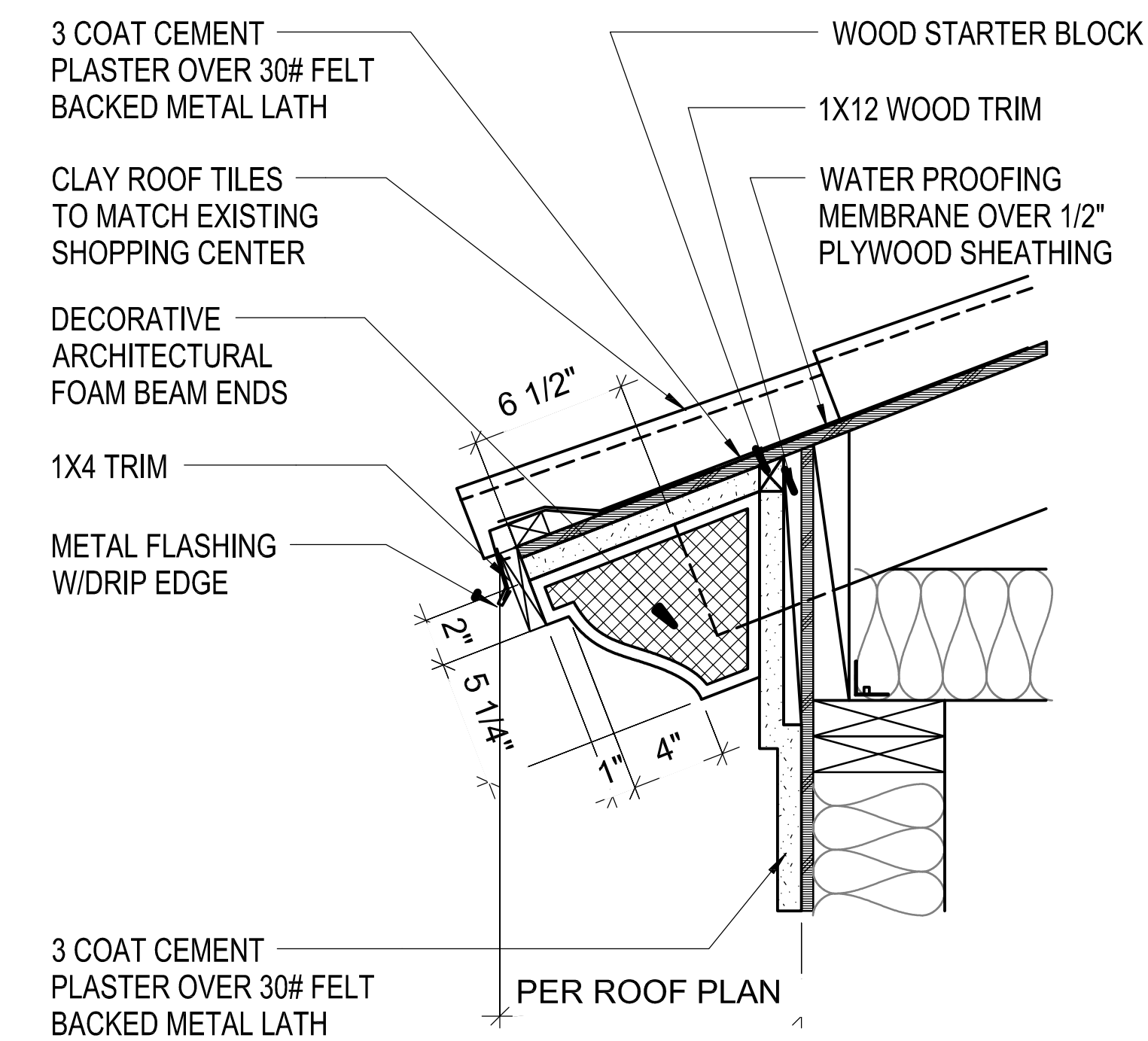
ROOF PLAN

Job Number: 07.6215.150
 Date: 03/30/12

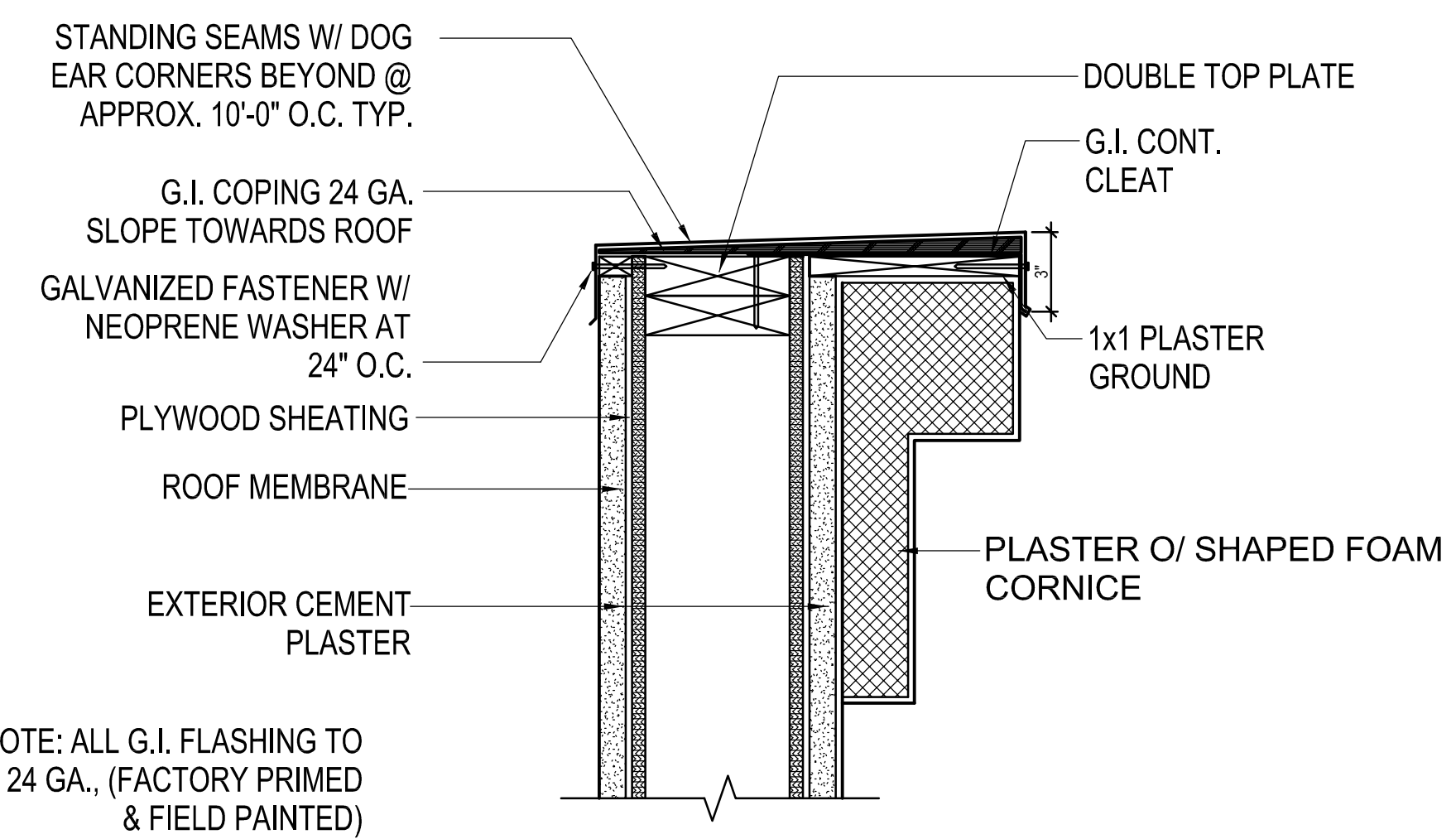




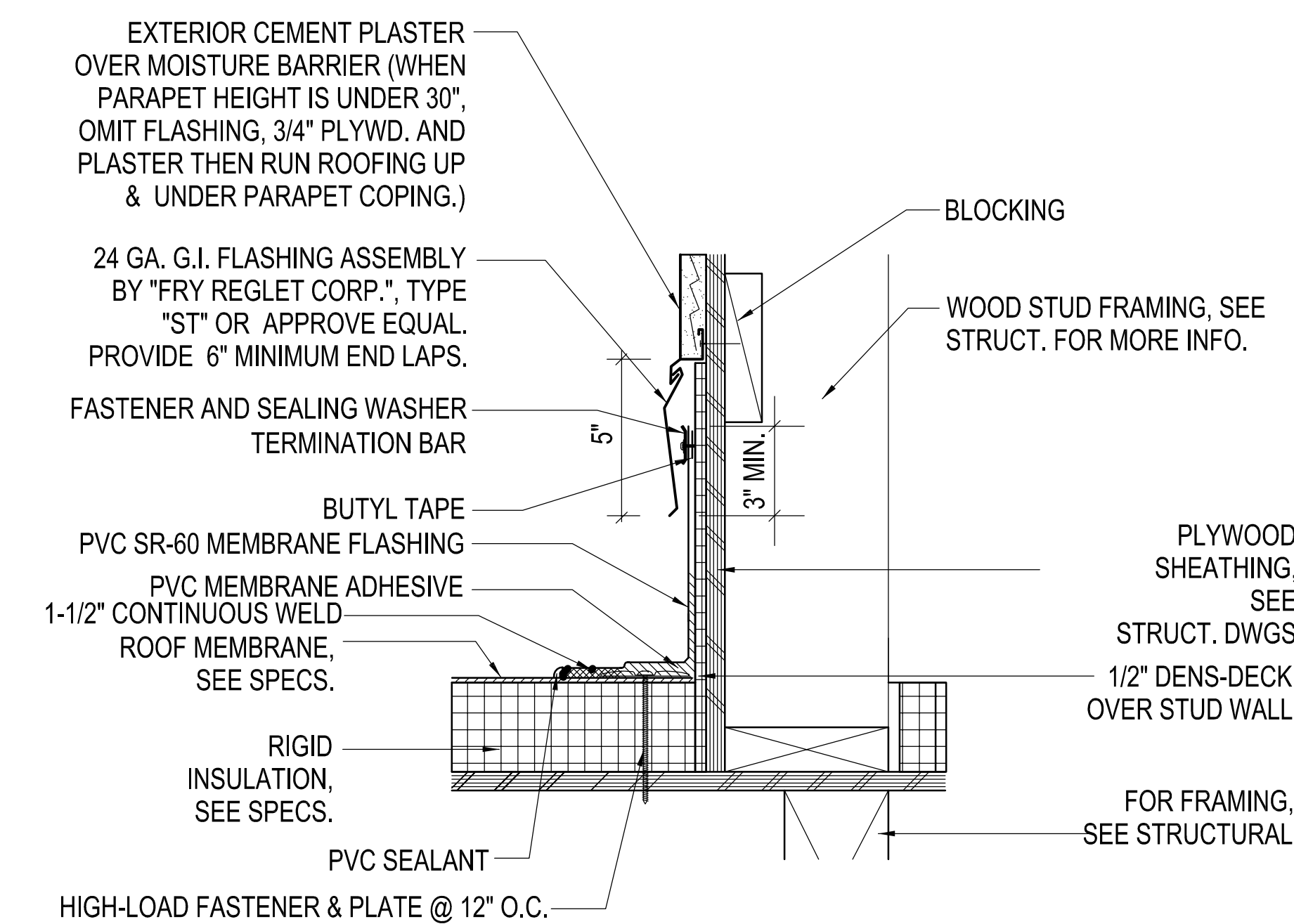
CROSS SECTION



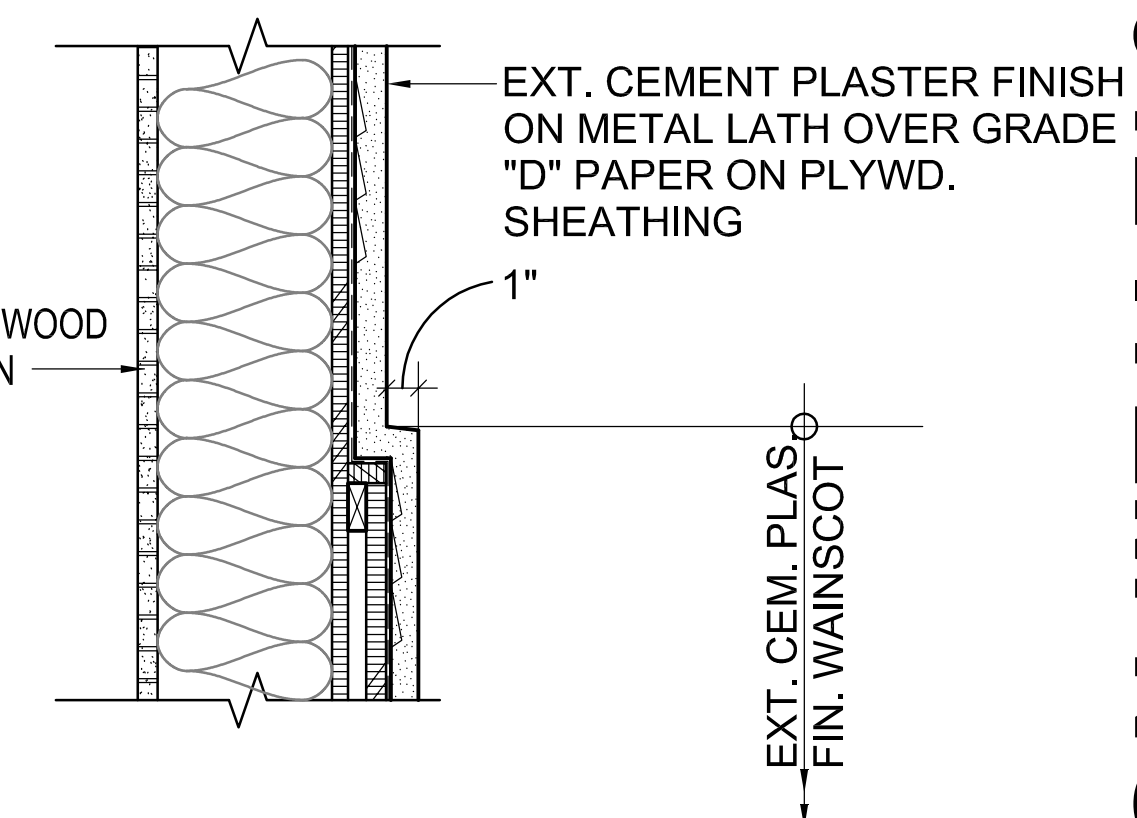
ROOF EAVE DETAIL - AA



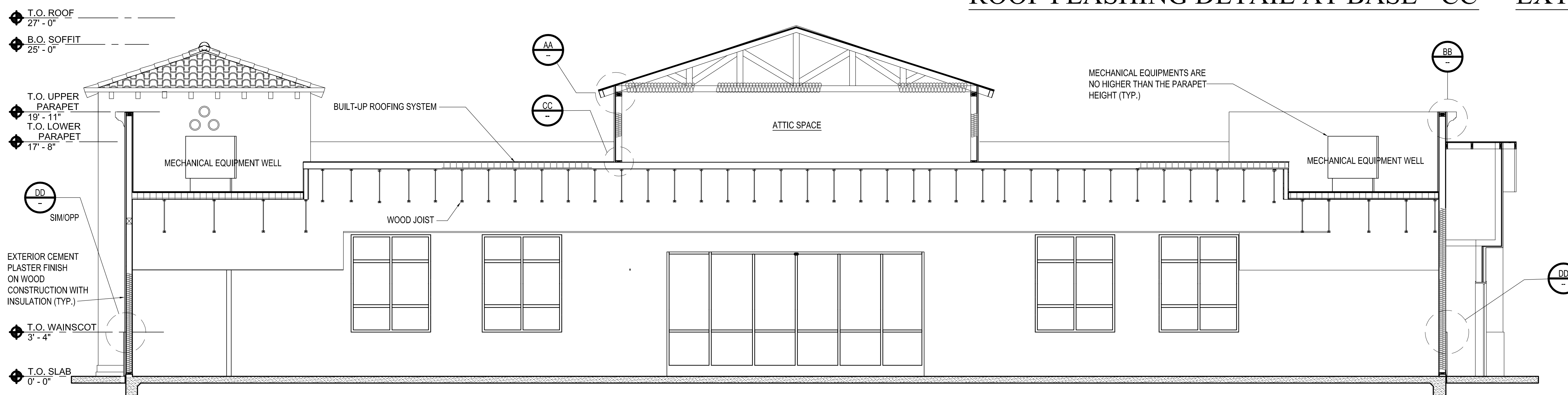
ROOF PARAPET DETAIL - BB



ROOF FLASHING DETAIL AT BASE - CC



EXT. WAINSCOT DETAIL - DD



LONGITUDINAL SECTION

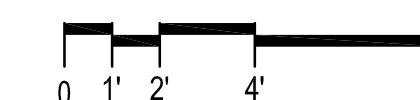
CHASE BANK - 24799 Alicia Parkway, Laguna Hills, CA 92653

Gensler

4675 MacArthur Court
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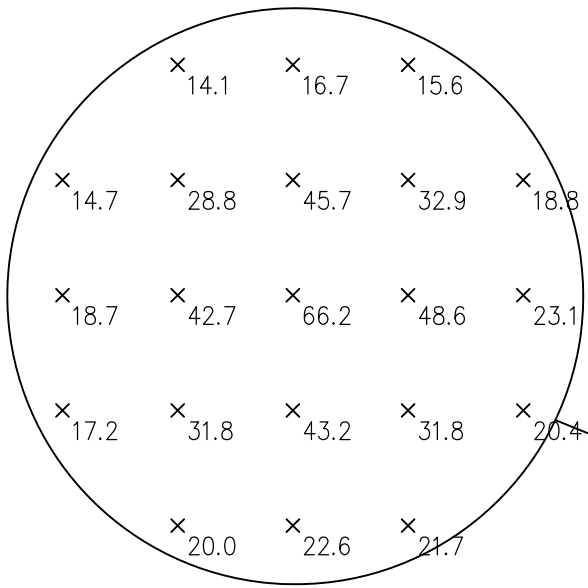
BUILDING SECTIONS AND DETAILS

Job Number: 07.6215.150
Date: 03/30/12
Date: 05/02/12 (Rev. #1)

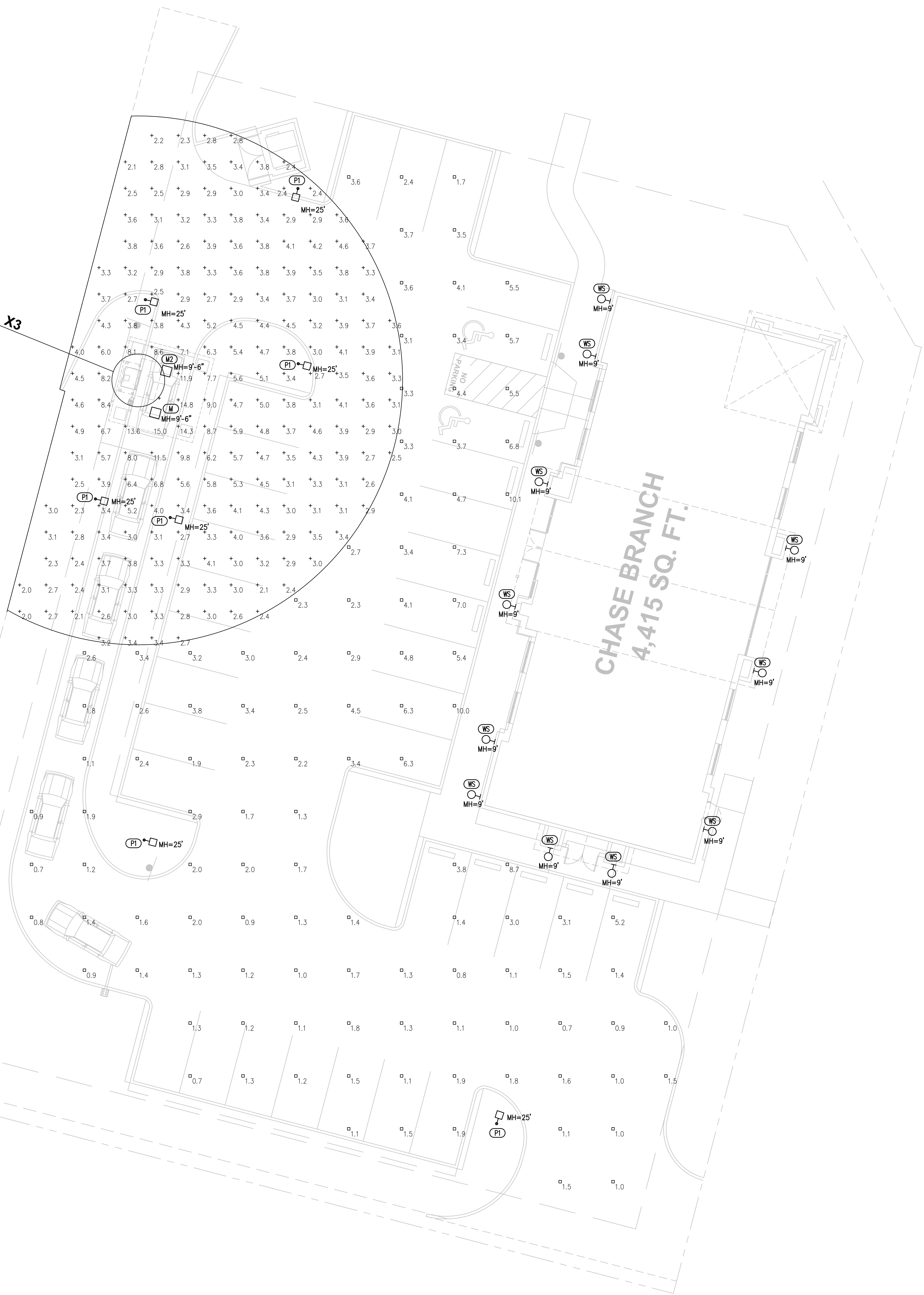


LUMINAIRE SCHEDULE					
Symbol	Label	Qty	Description	Lumens	LLF
⊕	P1	7	STERNBERG HERITAGE 6130CLED POLE LIGHT	14,000	0.81
♀	WS	11	WALL SCONE STERNBERG HERITAGE 6913	14,000	0.81
□	M	1	LSI CRO3-ES-LED-64-350-CW-UE-WHT	4957	0.81
□	M2	1	LSI CRO3-FO-LED-30-350-CW-UE-WHT	2400	0.81

STATISTICS				
Description	Symbol	Avg	Max	Min
ATM FACE	⊕	28.3 fc	66.2 fc	14.1 fc
ATM AREA	×	4.1 fc	15.0 fc	2.0 fc
PARKING	□	2.7 fc	10.1 fc	0.7 fc



X3



SHEET NOTES

- ALL EXTERIOR LIGHTING WILL BE CONTROLLED BY A TIME SWITCH WITH PHOTOCELL INPUT.
- THERE ARE EXISTING PARKING LOT FIXTURES AROUND THE PERIMETER OF THE PROPERTY WITH LIGHT SPILLAGE ONTO OUR PROPERTY THAT WILL CONTRIBUTE TO THE PHOTOMETRIC VALUES SHOWN.

PHOTOMETRIC NOTES

LIGHTING LEVEL REQUIREMENTS AT 36" AFG FOR THIS FACILITY ARE AS FOLLOWS:

- 10 FC MIN AT THE FACE OF ATM'S & NIGHT DEPOSITORIES
- 10 FC MIN OUT TO 5' RADIUS FROM ATM'S & NIGHT DEPOSITORIES
- 2 FC MIN OUT TO 50' RADIUS FROM ATM'S & NIGHT DEPOSITORIES
- WHEN AN ATM OR NIGHT DEPOSITORY IS WITHIN 10' OF A BUILDING CORNER, 2 FC MIN IS REQUIRED FOR 40' DOWN BUILDING SIDE

THIS PROPOSED LIGHTING DESIGN MEETS THE ABOVE LIGHTING LEVEL REQUIREMENTS. ALTERNATIVE POLE/FIXTURE LOCATIONS, HEIGHTS, MANUFACTURERS, WATTAGES, ETC. CAN BE USED THAT WILL ALSO MEET THESE LIGHTING LEVELS.

IT IS EXPECTED THAT THE POLE/FIXTURE COMBINATION SELECTED WILL MEET/MATCH THE DEVELOPER'S STANDARD FOR THIS DEVELOPMENT AREA.

ANY PROPOSED ALTERNATIVES MUST BE EVALUATED PHOTOMETRICALLY AND THE DESIGNER SHALL SUBMIT PHOTOMETRIC LAYOUTS AS WELL AS SPECIFICATIONS FOR THE PROPOSED ALTERNATE TO IFACOR CONSULTING.

STERNBERG Small Scale Commercial Fixtures

6900 HERITAGE RESIDENTIAL SERIES SPECIFICATIONS

FEATURES: BUCKET TYPE, OPTICAL SYSTEMS, INSULANT BOX

FIGURES: 6913, 6927, 6933, 6934, 6935, 6936, 6937, 6938, 6939, 6940, 6941, 6942, 6943, 6944, 6945, 6946, 6947, 6948, 6949, 6950, 6951, 6952, 6953, 6954, 6955, 6956, 6957, 6958, 6959, 6960, 6961, 6962, 6963, 6964, 6965, 6966, 6967, 6968, 6969, 6970, 6971, 6972, 6973, 6974, 6975, 6976, 6977, 6978, 6979, 6980, 6981, 6982, 6983, 6984, 6985, 6986, 6987, 6988, 6989, 6990, 6991, 6992, 6993, 6994, 6995, 6996, 6997, 6998, 6999, 7000, 7001, 7002, 7003, 7004, 7005, 7006, 7007, 7008, 7009, 7010, 7011, 7012, 7013, 7014, 7015, 7016, 7017, 7018, 7019, 7020, 7021, 7022, 7023, 7024, 7025, 7026, 7027, 7028, 7029, 7030, 7031, 7032, 7033, 7034, 7035, 7036, 7037, 7038, 7039, 7040, 7041, 7042, 7043, 7044, 7045, 7046, 7047, 7048, 7049, 7050, 7051, 7052, 7053, 7054, 7055, 7056, 7057, 7058, 7059, 7060, 7061, 7062, 7063, 7064, 7065, 7066, 7067, 7068, 7069, 7070, 7071, 7072, 7073, 7074, 7075, 7076, 7077, 7078, 7079, 7080, 7081, 7082, 7083, 7084, 7085, 7086, 7087, 7088, 7089, 7090, 7091, 7092, 7093, 7094, 7095, 7096, 7097, 7098, 7099, 7100, 7101, 7102, 7103, 7104, 7105, 7106, 7107, 7108, 7109, 7110, 7111, 7112, 7113, 7114, 7115, 7116, 7117, 7118, 7119, 7120, 7121, 7122, 7123, 7124, 7125, 7126, 7127, 7128, 7129, 7130, 7131, 7132, 7133, 7134, 7135, 7136, 7137, 7138, 7139, 7140, 7141, 7142, 7143, 7144, 7145, 7146, 7147, 7148, 7149, 7150, 7151, 7152, 7153, 7154, 7155, 7156, 7157, 7158, 7159, 7160, 7161, 7162, 7163, 7164, 7165, 7166, 7167, 7168, 7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176, 7177, 7178, 7179, 7180, 7181, 7182, 7183, 7184, 7185, 7186, 7187, 7188, 7189, 7190, 7191, 7192, 7193, 7194, 7195, 7196, 7197, 7198, 7199, 7200, 7201, 7202, 7203, 7204, 7205, 7206, 7207, 7208, 7209, 7210, 7211, 7212, 7213, 7214, 7215, 7216, 7217, 7218, 7219, 7220, 7221, 7222, 7223, 7224, 7225, 7226, 7227, 7228, 7229, 7230, 7231, 7232, 7233, 7234, 7235, 7236, 7237, 7238, 7239, 7240, 7241, 7242, 7243, 7244, 7245, 7246, 7247, 7248, 7249, 7250, 7251, 7252, 7253, 7254, 7255, 7256, 7257, 7258, 7259, 7260, 7261, 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7926, 7927, 7928, 7929, 7930, 7931, 7932, 7933, 7934, 7935, 7936, 7937, 7938, 7939, 7940, 7941, 7942, 7943, 7944, 7945, 7946, 7947, 7948, 7949, 7950, 7951, 7952, 7953, 7954, 7955, 7956, 7957, 7958, 7959, 7960, 7961, 7962, 7963, 7964, 7965, 7966, 7967, 7968, 7969, 7970, 7971, 7972, 7973, 7974, 7975, 7976, 7977, 7978, 7979, 7980, 7981, 7982, 7983, 7984, 7985, 7986, 7987, 7988, 7989, 7990, 7991, 7992, 7993, 7994, 7995, 7996, 7997, 7998, 7999, 8000, 8001, 8002, 8003, 8004, 8005, 8006, 8007, 8008, 8009, 8010, 8011, 8012, 8013, 8014, 8015, 8016, 8017, 8018, 8019, 8020, 8021, 8022, 8023, 8024, 8025, 8026, 8027, 8028, 8029, 8030, 8031, 8032, 8033, 8034, 8035, 8036, 8037, 8038, 8039, 8040, 8041, 8042, 8043, 8044, 8045, 8046, 8047, 8048, 8049, 8050, 8051, 8052, 8053, 8054, 8055, 8056, 8057, 8058, 8059, 8060, 8061, 8062, 8063, 8064, 8065, 8066, 8067, 8068, 8069, 8070, 8071, 8072, 8073, 8074, 8075, 8076, 8077, 8078, 8079, 8080, 8081, 8082, 8083, 8084, 8085, 8086, 8087, 8088, 8089, 8090, 8091, 8092, 8093, 8094, 8095, 8096, 8097, 8098, 8099, 8100, 8101, 8102, 8103, 8104, 8105, 8106, 8107, 8108, 8109, 8110, 8111, 8112, 8113, 8114, 8115, 8116, 8117, 8118, 8119, 8120, 8121, 8122, 8123, 8124, 8125, 8126, 8127, 8128, 8129, 8130, 8131, 8132, 8133, 8134, 8135, 8136, 8137, 8138, 8139, 8140, 8141, 8142, 8143, 8144, 8145, 8146, 8147, 8148, 8149, 8150, 8151, 8152, 8153, 8154, 8155, 8156, 8157, 8158, 8159, 8160, 8161, 8162, 8163, 8164, 8165, 8166, 8167, 8168, 8169, 8170, 8171, 8172, 8173, 8174, 8175, 8176, 8177, 8178, 8179, 8180, 8181, 8182, 8183, 8184, 8185, 8186, 8187, 8188, 8189, 8190, 8191, 8192, 8193, 8194, 8195, 8196, 8197, 8198, 8199, 8200, 8201, 8202, 8203, 8204, 8205, 8206, 8207, 8208, 8209, 8210, 8211, 8212, 8213, 8214, 8215, 8216, 8217, 8218, 8219, 8220, 8221, 8222, 8223, 8224, 8225, 8226, 8227, 8228, 8229, 8230, 8231, 8232, 8233, 8234, 8235, 8236, 8237, 8238, 8239, 8240, 8241, 8242, 8243, 8244, 8245, 8246, 8247, 8248, 8249, 8250, 8251, 8252, 8253, 8254, 8255, 8256, 8257, 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8424, 8425, 8426, 8427, 8428, 8429, 8430, 8431, 8432, 8433, 8434, 8435, 8436, 8437, 8438, 8439, 8440, 8441, 8442, 8443, 8444, 8445, 8446, 8447, 8448, 8449, 8450, 8451, 8452, 8453, 8454, 8455, 8456, 8457, 8458, 8459, 8460, 8461, 8462, 8463, 8464, 8465, 8466, 8467, 8468, 8469, 8470, 8471, 8472, 8473, 8474, 8475, 8476, 8477, 8478, 8479, 8480, 8481, 8482, 8483, 8484, 8485, 8486, 8487, 8488, 8489, 8490, 8491, 8492, 8493, 8494, 8495, 8496, 8497, 8498, 8499, 8500, 8501, 8502, 8503, 8504, 8505, 8506, 8507, 8508, 8509, 8510, 8511, 8512, 8513, 8514, 8515, 8516, 8517, 8518, 8519, 8520, 8521, 8522, 8523, 8524, 8525, 8526, 8527, 8528, 8529, 8530, 8531, 8532, 8533, 8534, 8535, 8536, 8537, 8538, 8539, 8540, 8541, 8542, 8543, 8544, 8545, 8546, 8547, 8548, 8549, 8550, 8551, 8552, 8553, 8554, 8555, 8556, 8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569, 8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604, 8605, 8606, 8607, 8608, 8609, 8610, 8611, 8612, 8613, 8614, 8615, 8616, 8617, 8618, 8619, 8620, 8621, 8622, 8623, 8624, 8625, 8626, 8627, 8628, 8629, 8630, 8631, 8632, 8633, 8634, 8635, 8636, 8637, 8638, 8639, 8640, 8641, 8642, 8643, 8644, 8645, 8646, 8647, 8648, 8649, 8650, 8651, 8652, 8653, 8654, 8655, 8656, 8657, 8658, 8659, 8660, 8661, 8662, 8663, 8664, 8665, 8666, 8667, 8668, 8669, 8670, 8671, 8672, 8673, 8674, 8675, 8676, 8677, 8678, 8679, 8680, 8681, 8682, 8683, 8684, 8685, 8686, 8687, 8688, 8689, 8690, 8691, 8692, 8693, 8694, 8695, 8696, 8697, 8698, 8699, 8700, 8701, 8702, 8703, 8704, 8705, 8706, 8707, 8708, 8709, 8710, 8711, 8712, 8713, 8714, 8715, 8716, 8717, 8718, 8719, 8720, 8721, 8722, 8723, 8724, 8725, 8



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU
COMMUNITY DEVELOPMENT DIRECTOR**

ISSUE: SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A REVIEW OF SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT."

SUMMARY:

Mickey Wu of Future Sign Inc. (hereafter referred to as "Applicant"), representing The Hills Hotel, is requesting approval of an application for a Site Development Permit and Master Sign Program for The Hills Hotel, located at 25202 La Paz Road in the (FC) Freeway Commercial zoning district. The Applicant's proposal includes:

- Addition of a white, light-emitting diode (LED) band along the roofline of the hotel building on the east elevation, facing the freeway.
- Replacement of the existing changeable copy reader board located on the hotel's monument sign with a new electronic LED reader board.

Staff has reviewed the Development Code ("Code") requirements as well as General Plan issues, goals, and strategies, and has evaluated the project for potential 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:

Per §9-92.080.G.1 of the Code, the Community Development Director is authorized to review and approve Site Development Permit applications for “master sign programs for properties containing less than five (5) nonresidential units.” §9-92.080.G.2 allows the Community Development Director to “forward any project over which he or she has authority or which he or she shall deem of sufficient interest on a broader land use policy scale to the Agency for their consideration.” Staff recognizes that signage and lighting are sensitive topics, particularly when LED lights are involved in close proximity to residences. Therefore, the Community Development Director has forwarded this application to the Planning Agency for consideration.

BACKGROUND:

The subject site is located northwest of the Cabot Road and La Paz Road intersection, off the I-5 Freeway. Surrounding land uses include the I-5 Freeway to the north and east; commercial retail and professional offices to the south; and single-family residences to the west. Due to the layout of the site and curvature of the I-5 Freeway at this location, The Hills Hotel lacks visibility from the freeway. In November of 2010, a blue LED band was installed on the hotel's roofline for much of its perimeter, drawing complaints from nearby residents. After turning off the LED band when approached by staff, the General Manager of the hotel, Michael Mofid, requested that the City Council amend the Code to allow the use of LED or neon on the roofline of a building, since having increased visibility from the freeway would benefit his business. In January of 2011, the City Council requested staff to prepare such an amendment, which was reviewed and adopted by the City Council in April of 2011. The amendment allowed the use of exposed neon or LED lighting to outline individual windows, rooflines, or buildings subject to approval of a Master Sign Program, and established standards designed to address aesthetic concerns and limit potential negative impacts to surrounding properties. The code amendment also included provisions for LED-lettered signage.

PROJECT DESCRIPTION AND ANALYSIS:

The Applicant's proposed Master Sign Program accounts for all of the existing signage on-site, adds a white LED tube light along the roofline on the east side of the hotel (facing the I-5 Freeway), and replaces an aging, changeable copy reader board with an electronic LED reader board.

The existing signage on-site includes:

Sign Type	Location	Size (sf)	Notes
Pole	North corner of the parking lot	190	Existing non-conforming
Monument	La Paz Road driveway	211	Existing non-conforming
Wall	Hotel entry canopy	44	
Wall	East elevation (freeway facing)	190	Existing non-conforming
Wall/logo	East elevation (freeway facing)	20	

Total: 655 s.f.

Proposed additional signage includes:

Sign Type	Location	Size	Notes
LED tube	East perimeter roofline	450'	Freeway facing only
Reader board	La Paz Road monument sign	45 sf.	Changeable copy, non-flashing

LED Roofline Lighting

Due to complaints received from residents last year in response to the blue LED roofline lighting, staff has worked closely with the Applicant to ensure that there will be no negative impacts on nearby properties. The LED roofline lighting will only be located on the eastern side of the hotel facing the I-5 Freeway, since the Applicant's intent is to highlight the hotel for freeway motorists. At its closest point, the LED roofline lighting will be approximately 210 feet away from a residence, exceeding the Code's requirement of a minimum 150 feet distance from a residence. Additionally, the LED roofline lighting will not flash, twinkle, race, change intensity, or have any other attention-grabbing property when in use beyond the lighting itself.

Originally proposed to be blue in color, the Applicant has agreed to change the color of the LED roofline lighting to white in order to more closely match the black and white color scheme of The Hills Hotel. As a neutral color, white is also cited as a preferred color in the Code. **Condition of Approval No. 9** has been added, requiring a Master Sign Program amendment should The Hills Hotel wish to alter the color of the LED roofline lighting in the future.

Electronic LED Reader Board

The proposed electronic LED reader board will replace an aging, changeable copy reader board on the existing monument sign at the hotel's driveway entrance from La Paz Road. The existing reader board is over twenty (20) years old and was established under the County. Currently, section 9-42.260.E of the Code prohibits changeable copy signs "with the exception of signs intended for the advertisement of civic activities, marquees, and menu boards." As a result, the sign in question is considered to be an existing legal non-conforming sign. The Code encourages legal non-conforming structures to be "maintained and aesthetically improved," (LHMC8-88.030.A) so long as the non-conforming structure is

not expanded in any way. Section 9-42.290.D of the Code provides that "No structural or electrical expansion is permitted unless such expansion is sought pursuant to city permit, and the sign owner agrees to bring the sign into conformance with all current provisions of this code and other applicable state or city regulations." However, section 9-42.240 of the Code permits the use of exposed LED, or similar lighting technology, in a manner that constitutes a sign, and requires LED lettering styles to be consistent with the style of any other sign lettering associated with the business. The proposed electronic reader board will be the same size as the existing reader board, with four (4) lines of red copy that will be used to advertise events such as comedy shows and banquets that are taking place at the hotel, and will not be changed to advertise an off-site activity or business as prohibited under Section 9-42.290.C of the Code. **Condition of Approval No. 12** has been added to ensure that use of the electronic reader board is limited to hotel functions and events, or as otherwise permitted under the law. Modernization of the reader board will improve the aesthetics of the hotel's monument sign and will help the hotel better advertise its services. The reader board does not have the ability to display full color advertisements.

CONCLUSION:

Staff believes that the proposed Master Sign Program tastefully implements roofline LED lighting while remaining considerate of nearby residences. The LED lighting will only face the I-5 Freeway and will be a neutral color (white) that will help improve the hotel's visibility from the freeway. Replacement of the existing changeable copy reader board to an electronic LED reader board will improve the aesthetics of The Hills Hotel's monument sign while also improving the hotel's ability to advertise itself. Staff has added 18 Conditions of Approval designed to address concerns over lighting intensity, color, off-site advertising, and other issues. Therefore, staff recommends approval of Site Development Permit/Master Sign Program No. 11-11-2114.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA). Upon completion of this review, it has been determined that this project is categorically exempt from CEQA pursuant to Guideline Section No. 15301 (Class 1, Existing Facilities) and Guideline Section No. 15311 (Class 11, Accessory Structures). A Class 1 exemption allows for minor alteration of existing public or private structures that involve negligible or no expansion of use beyond what is existing. This project will allow for the addition of LED lighting to the roofline of an existing building and replacement of a reader board on an existing monument sign with an electronic one. A Class 11 exemption allows for replacement of minor structures accessory to an existing commercial building, such as on-premise signs. This project will allow for replacement of a portion of an existing on-premise sign by upgrading the reader board on The Hills Hotel's existing monument sign.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A REVIEW OF SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT."

ATTACHMENTS:

- Resolution of Approval
- Letter of Justification submitted by the Applicant
- Proposed Master Sign Program

RESOLUTION NO. PA2012-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 11-11-2114, A REQUEST TO ESTABLISH A NEW MASTER SIGN PROGRAM FOR THE HILLS HOTEL AT 25202 LA PAZ ROAD IN THE (FC) FREEWAY COMMERCIAL ZONING DISTRICT.

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

WHEREAS, an application (Site Development Permit/Master Sign Program No. 11-11-2114) has been received from Mickey Wu of Future Sign Inc., on behalf of The Hills Hotel (collectively referred to as "Applicant") for establishment of a new master sign program for The Hills Hotel located at 25202 La Paz Road in the (FC) Freeway Commercial Zoning District; and

WHEREAS, Site Development Permit/Master Sign Program No. 11-11-2114 is hereby found to be Categorically Exempt from the requirements of the California Environmental Quality Act based upon Class 1, existing facilities (CEQA Guidelines Section 15301) and Class 11, accessory structures (CEQA Guidelines Section 15311) exemptions; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application presented at the Planning Agency hearing held on June 12, 2012.

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.

SECTION 2. That pursuant to Section 9-92.080 of the Laguna Hills Development Code, the required findings by the City for approval of Site Development Permit/Master Sign Program No. 11-11-2114 have been met and made as follows:

1. That the site design complies with standards of the development code:

The proposed sign program encompasses a number of signs that were established under County jurisdiction and are now considered existing non-conforming. The sign program

proposes modernization of one such sign, the changeable copy reader board, which the development code allows since the change will not increase the size of the non-conforming sign and the non-conforming sign will be aesthetically improved,; the proposed LED sign is an aesthetic improvement/minor alteration to a non-conforming sign, which does not enlarge or expand the non-conforming use (see, 9-88.030.A). All other existing signs are unaffected by this sign program. One new sign is proposed, the LED roofline lighting, and it is being added to the site in compliance with all applicable development code standards.

2. That the site is suitable for the proposed development:

All signage included in the proposed master sign program is existing with the exception of the LED roofline lighting which will be securely mounted on the freeway facing side of the building. All signs are located in areas of the project site that are considered appropriate for advertising devices.

3. That the proposed use is consistent with the General Plan and applicable design guidelines:

The site has a General Plan land use designation of Freeway Commercial (FC) which is intended to provide for an environment that takes advantage of the superior access and visibility of the I-5 Freeway. The proposed master sign program is consistent with this designation in that it seeks to increase the hotel's visibility from the freeway using roofline LED lighting on the freeway facing side of the hotel.

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

The addition of LED roofline lighting at this site is appropriate as proposed because it accomplishes the function of enhancing visibility of the hotel from the I-5 Freeway while remaining considerate of nearby residences. Modernization of the changeable copy reader board is appropriate because it updates an outdated sign with an improved aesthetic while remaining true to the original purpose of the sign—advertising on-site events and functions.

5. That the design and application of the sign criteria required by the development code are satisfied by the proposed sign program:

The development code allows the use of LED roofline lighting through approval of a master sign program. Design

standards are outlined in §9-42.240 pertaining to aesthetics, color, and distance from residences, and this application has satisfied these criteria. In regards to the electronic LED reader board, the development code allows existing non-conforming signs to be maintained and aesthetically improved, which is accomplished in this sign program proposal without expanding the sign in any way. Design standards are also outlined in §9-42.240.

6. That the sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

The proposed sign program has been designed with the goal of achieving a harmonious relationship between advertising, landscaping, building design, and surrounding land uses. The LED roofline lighting is designed to highlight the form of the hotel building at night to enhance its visibility from the I-5 Freeway and white was chosen as the LED color to further enhance the black and white color scheme of the Hills Hotel. The electronic LED reader board sign will replace an existing changeable copy reader board and not alter the overall structure of the hotel's monument sign.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Site Development Permit/Master Sign Program No. 11-11-2114 subject to the following conditions:

1. This approval constitutes approval of the proposed project only to the extent that it complies with the City Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of said Site Development Permit/Master Sign Program by the Laguna Hills Planning Agency.
3. As a condition of issuance of this approval, the Applicant hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify

the Applicant/owner of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.

4. This application 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 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.
5. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's action.
6. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of Site Development Permit/Master Sign Program No. 11-11-2114 within 60 days of Planning Agency action.
7. This application shall expire and be of no further force or effect if the permit is not established within two years from June 12, 2012.
8. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50, made out to the Orange County Clerk-Recorder, for filing a Notice of Exemption.
9. The approved color for LED roofline lighting included in this master sign program is white. Should the Applicant wish to change the color of the LED roofline lighting from white to an alternative color, a master sign program amendment shall be required.
10. The LED roofline lighting shall comply with all other requirements outlined in §9-42.240 of the Laguna Hills Municipal Code regarding LED and neon signs.
11. The Applicant shall comply with all lighting limitations outlined in §9-42-060 of the Laguna Hills Municipal Code regarding excessive illumination, distance from residences, glare being directed towards sensitive land uses, and light intensity.
12. The use of the electronic LED reader board included in the master sign program shall be limited to hotel functions and events, or as otherwise permitted by law. No off-site advertising is permitted as outlined in §9-42.260.F of the Laguna Hills Municipal Code.
13. No flashing, moving, animated, or intermittently lighted signs are permitted in accordance with §9-42.260.A of the Laguna Hills Municipal Code.
14. All signs shall be maintained to prevent deterioration, disrepair, and shall be legible and in good condition.

15. The Applicant/owner shall secure all applicable building permits, as required by Section 105 of the 2010 California Building Code (see also work exempt from permits).
16. Plans shall be accurately labeled and reflect all work, as required by Section 107 of the 2010 California Building Code regarding construction documents.
17. The Applicant shall comply with all California Energy requirements as required by the California Energy Commission.
18. All construction shall comply with the 2010 California Building Code and California Electrical Codes in regards to mixed occupancies.

(The remainder of this page intentionally left blank)

PASSED, APPROVED, AND ADOPTED this 12th day of June 2012.

MELODY CARRUTH, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2012- by the Planning Agency of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 12th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

City of Laguna Hills
Planning Department
24035 El Toro Road
Laguna Hills, CA 92653
Tel: 949 – 707 – 2672
Fax: 949 – 707 – 2633

To Whom It May Concern:

This letter is intended to summarizing the proposed Master Sign Program for The Hills Hotel located on 25205 La Paz Road Laguna Hills, CA 92653. This Master Sign Program is proposed to fulfill City's requirements and guidelines for the hotel.

The Hills Hotel was established in the early 2010. Currently, this hotel has one 23'-10" pole sign located on the backside of the hotel, one 17'-7" monument sign located on the hotel entrance, one 27" x 19'-6" individual channel letter sign located above the lobby entrance door, one 4'-0" x 5'-1" logo box on the building wall and another one 4'-9" x 40'-0" individual channel letter sign located on the other side of building wall for freeway visibility.

In order to unite all signage together, Master Sign Program was established for this location. Additionally to the existing signage, there will be no signage proposed for this hotel. However, the current 4'-6" x 10'-0" reader board will be removed in replace the new electronic sign that can provide the most up to date information to the hotel guests and local residents.

Also, hotel would like to gain more visibility from freeway commuters to have more business and generate more taxation for the City; about 430 feet long of LED white color tube lighting along the roof edge is as well proposed in this Master Sign Program. This is only to the freeway side elevation, so there will be no effect or inference the daily life of the residents around the neighborhood.

The Hills Hotel conveniently located off the I-5 Freeway and La Paz Road. The Hills Hotel is equidistant to Los Angeles and San Diego, and just minutes to some of the most gorgeous beaches on the entire West Coast. Thus, having this Master Sign Program introduce to the neighborhood and granted will bring more business to the hotel, the City, the neighborhood and united the entire City in one.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Mickey Wu', with a stylized flourish at the end.

Mickey Wu
Applicant
2/10/2012

Master Sign Program

**The Hills Hotel
25205 La Paz Road
Laguna Hills, CA**

Prepared by:
Mickey Wu
Future Sign Inc
18315 Bedford Circle
La Puente, CA 91744
Tel: 626 – 964 – 2588

SIGN #1 (EXISTING POLE SIGN)

- SIGN DIMENSION: 11'-0" H x 17'-2.5" W, 23'-10" OVERALL HEIGHT
- SIGN AREA: 190.21 S.F.
- SIGN COLOR: BLACK BACKGROUND WITH WHITE LETTERING
- SIGN MATERIAL: ALUMINUM CABINET
- SIGN LETTER STYLE: CUSTOM HOTEL LOGO AND LETTER STYLE
- METHOD OF ILLUMINATION: HIGH OUTPUT LAMPS

SIGN #2 (EXISTING MONUMENT SIGN)

- SIGN DIMENSION: 11'-9" H x 18' -0" W, 17' - 7" OVERALL HEIGHT
- SIGN AREA: 211.50 S.F.
- SIGN COLOR: BLACK BACKGROUND WITH WHITE LETTERING
- SIGN MATERIAL: ALUMINUM CABINET
- SIGN LETTER STYLE: CUSTOM HOTEL LOGO AND LETTER STYLE
- METHOD OF ILLUMINATION: HIGH OUTPUT LAMPS
- PROPOSE ELECTRONIC SIGN TO REPLACE MONUMENT SIGN'S READER BOARD
- SIGN FRAME DIMENSION: 4'-6" H x 10'-0" W
- SIGN DISPAYN SIZE: 3'-6" H x 9'-0" W
- SIGN AREA: 45.00 S.F.
- SIGN COLOR: SINGLE COLOR RED COLOR
- SIGN MATERIAL: ALUMINUM CABINET WITH LED LIGHTS
- NO FLASHING

SIGN #3 (EXISTING ENTRANCE WALL SIGN)

- SIGN DIMENSION: 27" H x 19'-6" W
- SIGN AREA: 43.88 S.F.
- SIGN COLOR: WHITE INDIVIDUAL LETTERS
- SIGN MATERIAL: ALUMINUM INDIVIDUAL LETTERS WITH 3/16" WHITE ACRYLIC FACE
- SIGN LETTER STYLE: CUSTOM HOTEL LOGO AND LETTER STYLE
- METHOD OF ILLUMINATION: LED LIGHTING FIXTURE

SIGN #4 (EXISTING WEST ELEVATION WALL SIGN)

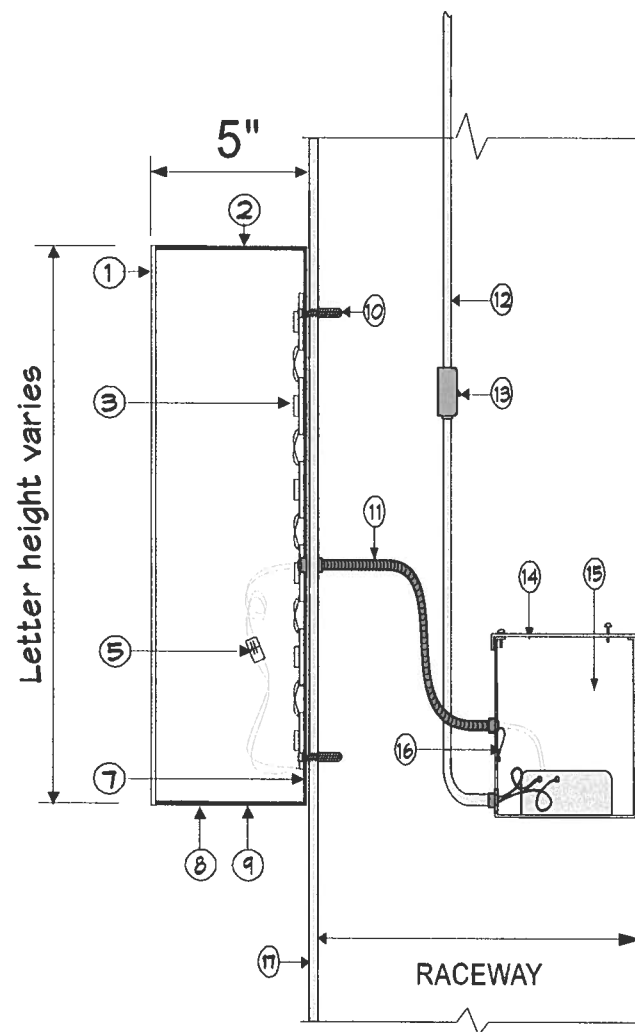
- SIGN DIMENSION: 4'-9" H x 40'-0" W
- SIGN AREA: 190.00 S.F.
- SIGN COLOR: WHITE INDIVIDUAL LETTERS
- SIGN MATERIAL: ALUMINUM INDIVIDUAL LETTERS WITH 3/16" WHITE ACRYLIC FACE
- SIGN LETTER STYLE: CUSTOM HOTEL LOGO AND LETTER STYLE
- METHOD OF ILLUMINATION: LED LIGHTING FIXTURE

SIGN #5 (EXISTING LOGO SIGN BOX)

- SIGN DIMENSION: 4'-0" H x 5'-1" W
- SIGN AREA: 20.33 S.F.
- SIGN COLOR: BLACK BACKGROUND WITH WHITE LOGO
- SIGN MATERIAL: ALUMINUM CABINET
- SIGN LETTER STYLE: CUSTOM HOTEL LOGO AND LETTER STYLE
- METHOD OF ILLUMINATION: HIGH OUTPUT LAMPS

SIGN #6 (PROPOSE NEW LED LIGHTING FIXTURE ALONG ROOF EDGE)

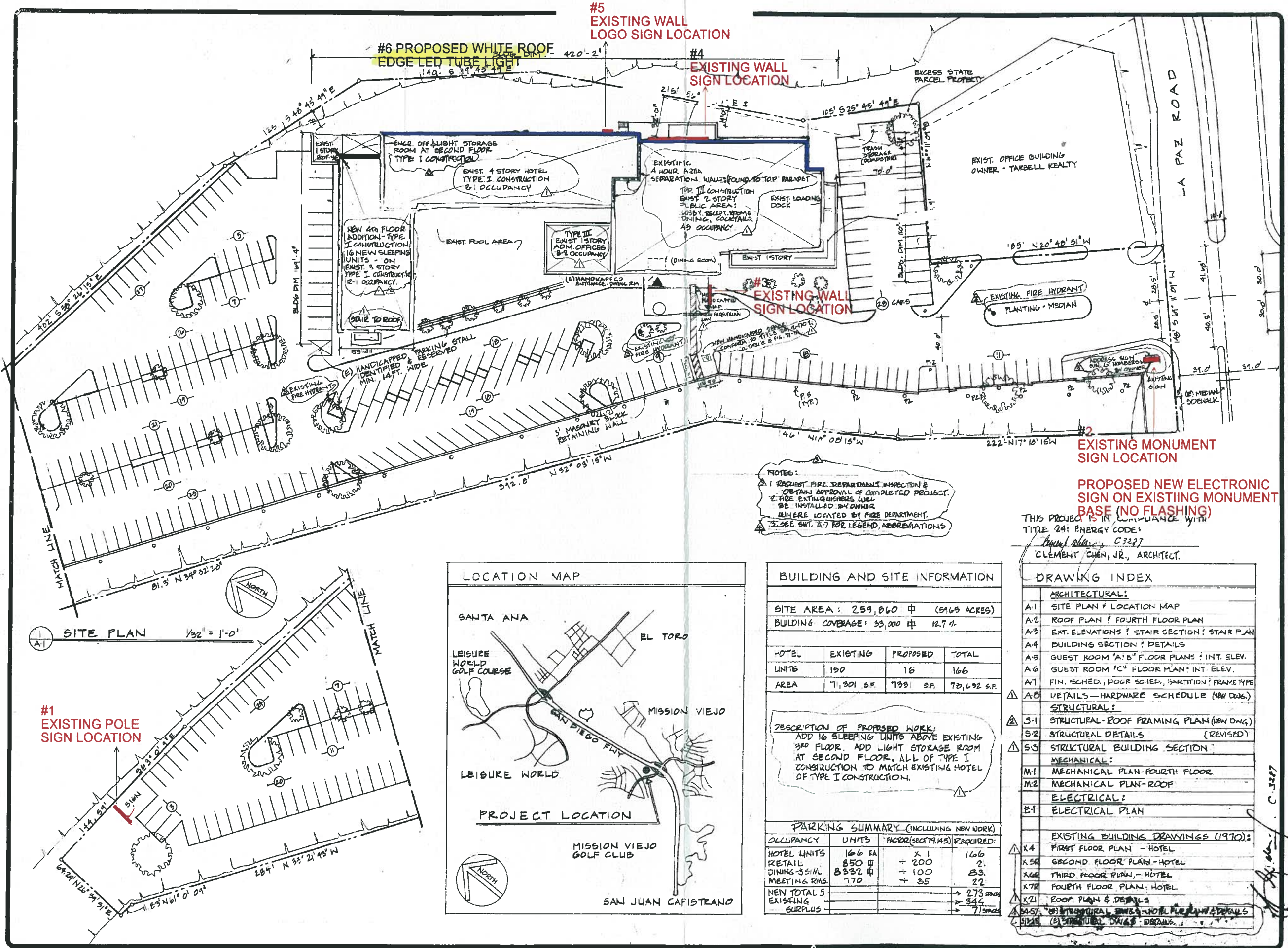
- TOTAL LENGTH: 430'
- LED COLOR: WHITE
- METHOD OF ILLUMINATION: LED LIGHTING TUBES
- ONLY ON THE SIDES FACE FREEWAY



- ① Acrylic face
- ② Return of letter
- ③ Low voltage LED's
- ④ Not Used
- ⑤ Not Used
- ⑥ Not Used
- ⑦ Letter back (material varies)
- ⑧ Trim cap
- ⑨ Drain holes (min. 2 per letter)
- ⑩ Min. four (4) #10 X 1½ screws into ¼" nylon anchors or equivalent, per letter
- ⑪ Conduit
- ⑫ Primary electrical source
- ⑬ Disconnect switch
- ⑭ Transformer box
- ⑮ Transformer
- ⑯ Ground wire
- ⑰ Sign Fascia

L.E.D. STANDARD PAN CHANNEL LETTERS W/ RACEWAY

SECTION 41.1



REVISIONS	BY
PLAN CHECK	1/1/85
REVISIONS FOR	1/1/85
TYPE I CONSTR.	1/1/85
FIRE DEPT.	1/1/85
PLAN CHECK	1/1/85
PLAN CHECK	1/1/85
PLAN CHECK	1/1/85

CLEMENT CHEN & ASSOCIATES
ARCHITECTS & PLANNERS
820 montgomery st. san francisco (415) 392-8260

SITE PLAN
ROOF DEMOLITION PLAN
LAGUNA HILLS HOLIDAY INN
25205 la paz road, orange county, california

AKO	DRAWN
AKO	CHECKED
AKO	DATE
AKO	Sept. 12, 1984
AKO	AS NOTED
AKO	JOB NO.
AKO	SHEET
AKO	A1
AKO	OF 8 SHEETS

①.

existing pole

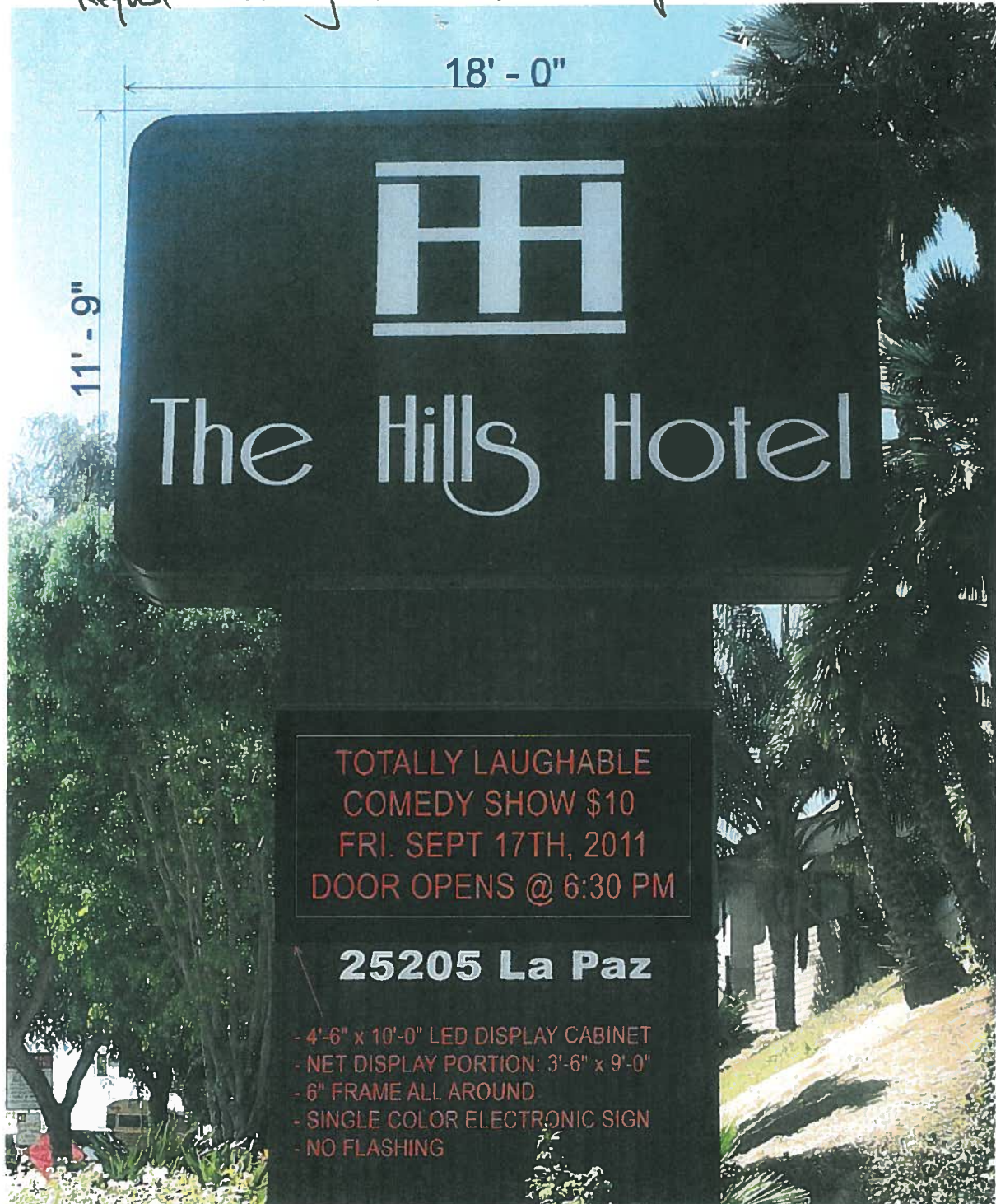
Sign. Permit is issued.

SIGNAGE DIMENSION:

**11'-0" H x 17'-2.5" W
and 23'-10" Overall height**



② Request adding new electronic sign



NEW SINGLE SIDES ELETRONIC SIGN SIGNAGE DIMENSION: FACING EAST

11'-9" H x 18'-0" W
and 17'-7" Overall height

PROJECT NAME: THE HILLS HOTEL
PROJECT LOCATION: 25205 LA PAZ ROAD LAGUNA HILLS CA

#2

existing monument sign.

Permit is ~~not~~ issued.

- Request for adding
new electronic sign.

No freaching, see attach

A large, dark, rectangular monument sign for 'The Hills Hotel'. It features a stylized 'HH' logo in white at the top. The text 'The Hills Hotel' is written in a white, serif font below the logo.

BRIDAL FAIR
CRYSTAL BALLROOM
11-30 3-30 PM
SUNDAY 7-25

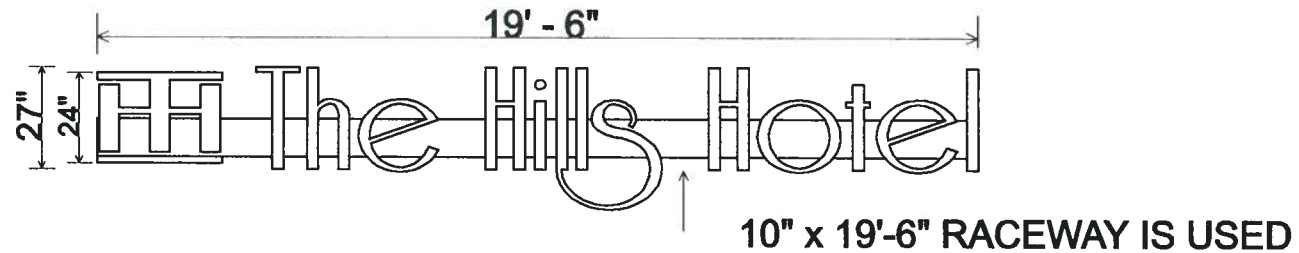
25205 La Paz

FUTURE SIGN INC.
SERVED BY L.A. Superior Transportation Inc.
626-964-2588

JSDOT: 1346204 CA 226054

NATIONAL

SERIES
500B



#3 EXISTING WALL SIGN LAYOUT, PERMIT IS ISSUED

- ** ONE SET OF 27" CHANNEL LETTER ON RACEWAY AND ONE SET OF LOGO
- ** INTERNAL ILLMINATED
- ** LED LIGHTING FIXTURE
- ** 3/16" WHITE (#7328) WITH 3/4" BLACK TRIMCAP AND 4" BLACK RETURN
- ** FRONT ENTRANCE

SCALE: 1/4"=1'-0"

FUTURE SIGN INC
18315 BEDFORD CIRCLE
LA PUENTE CA 91744
TEL: 626-964-2588
FAX: 626-964-2377
WEB: WWW.FUTURESIGNINC.COM
E-MAIL: FUTURE.SIGN@VERIZON.NET
UL LIST # E 105174

CUSTOMER APPROVED

DATE: _____

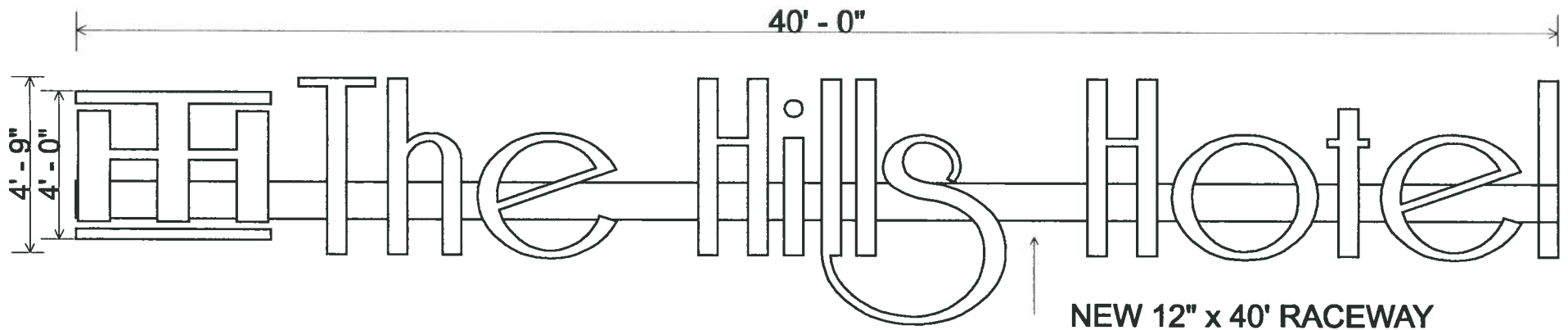
THE HILLS HOTEL
ATTN: MR. MICHAEL MOFID
25205 LA PAZ ROAD
LAGUNA HILLS, CA
TEL: 949 - 586 - 5000
CELL: 949 - 370 - 2677
FAX: 949 - 581 - 7410

(3)

existing wall sign
location,

Permit is issued





#4 EXISTING WALL SIGN LAYOUT, PERMIT IS ISSUED

- ** ONE SET OF 4' - 9" CHANNEL LETTER ON RACEWAY AND ONE SET OF 4' LOGO
- ** INTERNAL ILLMINATED
- ** LED LIGHTING FIXTURE
- ** 3/16" WHITE (#7328) WITH 3/4" BLACK TRIMCAP AND 4" BLACK RETURN
- ** NORTH ELEVATIONS

SCALE: 1/4"=1'-0"

FUTURE SIGN INC
18315 BEDFORD CIRCLE
LA PUENTE CA 91744
TEL: 626-964-2588
FAX: 626-964-2377
WEB: WWW.FUTURESIGNINC.COM
E-MAIL: FUTURE.SIGN@VERIZON.NET
UL LIST # E 105174

CUSTOMER APPROVED

DATE: _____

THE HILLS HOTEL
ATTN: MR. MICHAEL MOFID
25205 LA PAZ ROAD
LAGUNA HILLS, CA
TEL: 949 - 586 - 5000
CELL: 949 - 370 - 2677
FAX: 949 - 581 - 7410

④
existing wall sign
location, permit is issued.



#5) existing logo cabinet



TOIET





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

ISSUE: FOURTH OF JULY EVENT BOOTHS

RECOMMENDATION: THAT THE CITY COUNCIL ESTABLISH A FORMAL POLICY OF RESTRICTING THE RENTAL OF BOOTHS AT THE ANNUAL FOURTH OF JULY CELEBRATION TO RESIDENT, NON-PROFIT ORGANIZATIONS, FOR THEIR FUNDRAISING PURPOSES.

SUMMARY:

Staff has received a verbal request from a resident that wants to rent a booth during the city's Annual 4th of July Community Celebration and Fireworks Show. The expressed purpose would be for voter registration and political campaigning. This is a new request and a significant departure from the traditional activities conducted from within the booths that the Community Services Department rents out for the day. Moreover, the activity, if approved, portends to open the door to other such requests in the future. Consequently, staff is reluctant to approve or deny the request without first receiving a policy-level determination from the City Council. The City's past practice has been restricted to encouraging resident non-profit groups to occupy/rent the booths and primarily sell food and beverages as a way to raise funds for their organizations.

BACKGROUND:

Lt. Col. Bill Kogerman has made a request to rent a booth at the City's 4th of July event on behalf of two individuals who are running for City Council. These individuals have declared their intent to run for City Council in November, but will not technically become recognized council candidates until after the City Council Election filing period has opened and their "Nomination Papers" have been filed and accepted. The first date to file these papers is July 16, 2012. Lt. Col. Kogerman explained to staff that the purpose of the booth

was for the two candidates to register voters and advertise their respective campaigns for City Council.

Staff's response to this request was that a City booth rental could not be accommodated because the purpose of the booth does not fit in with what the City historically has offered to the public from the 4th of July booths. However, staff did convey that the council candidates could pass out flyers during the event and set up their own table and accessories if they so desired.

The City does not have a formal policy in place on what types of booths are allowed. Historically, however, the City has only allowed resident non-profit groups to rent booth space for fund raising purposes. Groups such as the Laguna Hills High School Boosters, Boy Scouts, AYSO, Cub Scouts, and others sell food and other trinkets during the event to raise funds for their causes. In addition, the City has historically placed a "City Information Booth" on the field area for purpose of providing information on City projects and services. This booth has, on occasion, been expanded to allow other government agencies such as O.C Environmental Health to advertise the City's oil recycling program. Last year the City allowed the 3/5 Marine Support Committee, a resident 501 3(c) organization, to be part of the 4th of July event for fund raising purposes. The 3/5 Support Committee also arranged for the 3/5 Marines to be present at last year's event with Marine equipment and vehicles on display.

Staff is requesting direction from the City Council to either positively affirm our past practice with respect to booth rentals/offers, or to establish new criteria related to the renting of booths during the 4th of July Celebration.

RECOMMENDATION: THAT THE CITY COUNCIL ESTABLISH A FORMAL POLICY OF RESTRICTING THE RENTAL OF BOOTHS AT THE ANNUAL FOURTH OF JULY CELEBRATION TO RESIDENT, NON-PROFIT ORGANIZATIONS, FOR THEIR FUNDRAISING PURPOSES.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JUNE 12, 2012

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: REQUEST FOR PARKING ZONE ON THE SOUTHERLY SIDE OF LA PAZ
ROAD WESTERLY OF PASEO DE VALENCIA**

**RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION
ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA
HILLS, CALIFORNIA, ESTABLISHING A PERMIT PARKING PROGRAM ON THE
SOUTH SIDE OF LA PAZ ROAD FROM MONTE VISTA (A PRIVATE STREET) TO 880'
WESTERLY THEREOF."**

SUMMARY:

A resident of the community requested that City Council consider allowing street parking along the south side of La Paz Road westerly of Paseo de Valencia in the vicinity of his home and a rear-yard "historic" barn structure. Per City Council direction, the Traffic Commission reviewed this matter on May 16, 2012, and recommended that on-street parking on the south side of La Paz Road be extended to accommodate the resident's request. To be consistent with general parking restrictions on all of the City's arterial highways, staff, however, recommends a permit parking program be implemented to accommodate the resident's request. A Resolution to implement the Traffic Commission recommendation and a Resolution to implement the staff recommendation are both attached for City Council consideration.

BACKGROUND:

La Paz Road is a four-lane arterial highway traversing east/west in the central portion of the City. Average daily traffic volumes for 2011 were measured at 16,700 vehicles per day on this street between Paseo de Valencia and Gallup Circle. A significant traffic and parking load occurs in this area during drop-off and pick-up hours at Valencia Elementary School, which is located on the southeast corner of Paseo de Valencia at La Paz Road. Please see the attached Vicinity Map depicting current parking restrictions (Exhibit A). Parking is

permitted along certain segments of La Paz Road and along Paseo de Valencia in the vicinity of Valencia Elementary School. This parking is provided specifically to address the unique parking needs of the public to access the school, is generally of a brief period of time, and is primarily used during school drop-off and pick-up hours.

There is currently a No Parking Anytime Zone along the majority of La Paz Road (except in the vicinity of the Valencia Elementary School). The No Parking Anytime Zone was established in 2009 per City Council Resolution No. 2009-10-13-2. This Resolution was adopted in order to limit vehicular parking in favor of enhanced traffic flow, to eliminate the potential for truck parking, to maintain access to bike lanes, and to establish consistent parking regulations along all of the City's arterial highways. Many other sections of arterial highways, including Oso Parkway, El Toro Road, Alicia Parkway, Paseo de Valencia, etc., were included in this Resolution. Please see the attached Resolution No. 2009-10-13-2 (Exhibit B).

At the March 27, 2012, City Council meeting, Mr. Clarence Hauschild, a resident of 25385 Gallup Circle, requested that City Council consider allowing parking along La Paz Road in the vicinity of the rear of his residence so that he could hold "Open House Events" for his "historic" barn structure at this location. The City Council directed the matter be heard by the Traffic Commission.

During comments to the City Council and subsequently to the Traffic Commission at the meeting of May 16, 2012, Mr. Hauschild reported that he had imported the barn from Illinois and reconstructed the barn at this location prior to the implementation of the current no parking regulations along La Paz Road. He holds occasional Open House Events to show the barn to visitors. During specific public comments to the Traffic Commission, Mr. Hauschild stated that parking on La Paz Road in the vicinity of the barn is needed for his personal use to access the barn, for public viewing, and for charitable events. He further noted that as few as three or as many as 400 people have viewed the barn over the course of a weekend. Mr. Hauschild provided the attached letter and photographs to the Traffic Commission during his presentation (Exhibit C).

The parking that Mr. Hauschild is seeking is adjacent to his barn structure located at the rear of 25385 Gallup Circle and which faces La Paz Road. The barn can be accessed from the front of the home on foot but not by vehicles and this requires traversing a long stair case. A driveway is located on the south side of La Paz Road, approximately 300 feet west of Monte Vista and near Mr. Hauschild's property, which serves the Southern California Edison (SCE) Transmission Line Easement. However, this driveway, along with a Nellie Gail Ranch Owners Association Trail, does allow limited vehicular and pedestrian access to the barn.

Mr. Hauschild's property is identified as Lot 12 of Tract Map No. 9296. That subdivision map was recorded in 1979 and included the standard phraseology relinquishing all access rights to the arterial highways to the public agency. Specifically, the subdivider relinquished access rights to Oso Parkway and to La Paz Road, except at street intersections and the SCE driveway access locations. While Mr. Hauschild is not specifically requesting "access

rights” to La Paz Road, the request to provide parking for the specific purpose of providing visitor access to the barn is potentially in conflict with the relinquishment statement on the Tract Map. The City Council does, however, have the authority to issue access permits.

The Traffic Commission, at the meeting of May 16, 2012, recommended the allowed parking area on the south side of La Paz Road be extended from its current terminus to past Mr. Hauschild’s property. The Commission’s reasoning was based in part on the ancillary benefit this extended parking may have for visitors to Valencia Elementary School. Staff determined the extended parking zone would be from 260’ westerly of Paseo de Valencia to 1,800’ westerly of Paseo de Valencia, a total parking distance of 1,540’, which incorporates the currently allowed parking zone and approximately 880’ of new parking zone. The end of the allowed parking zone would then be approximately two lots westerly of Mr. Hauschild’s property. A Resolution, attached as “Resolution 1,” has been prepared for City Council consideration to implement the recommendation of the Traffic Commission.

Though staff is sensitive to the resident’s request to allow parking for access to the barn, extending allowed parking on the south side of La Paz Road would be contrary to the City’s goal to create consistent parking controls along arterial highways. In order to accommodate Mr. Hauschild’s request, staff is proposing an alternate solution than that recommended by the Traffic Commission. It is proposed that a permit parking regulation be established for the south side of La Paz Road from Monte Vista to 880’ westerly thereof. The establishment of a Permit Parking Zone would allow the City to place specific performance requirements on the use of the parking. Staff proposes to limit the permit parking for visits to the barn to one day per calendar quarter, limit parking to two hours per vehicle, allow permit parking from 9:00 a.m. to 4:00 p.m., and limit the total number of permits to be issued for any one day to 30, the approximate number of vehicles that can park in the 880’ distance. No fees are proposed to be assessed for the parking permits. The two existing “No Parking” signs on the south side of La Paz Road between Monte Vista and Aliso Hills Drive will have to be modified to allow for the Permit Parking Zone. Staff has prepared a Resolution, attached as “Resolution 2,” that would implement the Permit Parking Zone.

The City Council also has the option to receive and file this report and take no action.

FISCAL IMPACT:

Any action by the City Council to modify the parking on the south side of La Paz Road westerly of Paseo de Valencia will require modifications to the existing signage at an estimated cost of \$600 and funds are available for that work in the Fiscal Year 2011-2012 Public Works Maintenance Budget. In the case of a Permit Parking Zone, a few hours of staff time per year will be required for administering and processing of the parking permits.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A PERMIT PARKING PROGRAM ON THE SOUTH SIDE OF LA PAZ ROAD FROM MONTE VISTA (A PRIVATE STREET) TO 880' WESTERLY THEREOF."

ATTACHMENTS:

- Resolution 1
- Resolution 2
- Exhibit A - Vicinity Map
- Exhibit B - Resolution No. 2009-10-13-2
- Exhibit C – May 16, 2012, letter from Mr. Hauschild to the Traffic Commission

RESOLUTION 1

RESOLUTION NO. 2012-06-12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. 2009-10-13-2 TO ALLOW PARKING ON A PORTION OF THE SOUTHSIDE OF LA PAZ ROAD WESTERLY OF PASEO DE VALENCIA

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

WHEREAS, Resolution No. 2009-10-13-2 established parking restrictions on arterial highways; and

WHEREAS, Resolution No. 2009-10-13-2, in Section 1.B., established a No Parking Anytime Zone on La Paz Road within the following described limits: "La Paz Road from Moulton Parkway to Paseo de Valencia (except on the south side from 260' west to 560' west of Paseo de Valencia, and on the north side from 150' west to 650' west of Paseo de Valencia)."; and

WHEREAS, the residential property addressed as 25385 Gallup Circle, also known as Lot 12 of Tract Map No. 9296, has a rear lot line adjacent to La Paz Road westerly of Paseo de Valencia; and

WHEREAS, the owner of said property has requested the parking regulations on La Paz Road be changed to allow parking on a portion of the south side of La Paz Road adjacent to said property to provide visitor parking to his property for the purpose of accessing a barn structure; and

WHEREAS, the Traffic Commission, at the meeting of May 16, 2012, recommended the allowed parking on the south side of La Paz Road be extended to accommodate the request of the property owner; and

WHEREAS, modification to parking regulations on a portion of La Paz Road is not a "Project" pursuant to California Environmental Quality Act (Public Resources Code, Section 21000 et. Seq.); and

WHEREAS, pursuant to California Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

SECTION 1. Section 1 of Resolution 2009-10-13-2, passed, approved and adopted the 13th day of October 2009 is hereby amended to read as follows:

“SECTION 1. There is hereby established designated “No Parking Anytime” Zones at the following Locations.

A. Oso Parkway from west City Limit to Cabot Road.

B. La Paz Road from Moulton Parkway to Paseo de Valencia (except on the south side of La Paz Road from 260’ westerly to 1,800’ westerly of Paseo de Valencia, and on the north side of La Paz Road from 150’ westerly to 650’ westerly of Paseo de Valencia).”

SECTION 2. The City Engineer shall cause signs or markings to be placed giving notice of parking requirements as necessary to implement the parking regulations established herein.

PASSED, APPROVED, AND ADOPTED this 12th day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
12-06-12- adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 12th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

RESOLUTION 2

RESOLUTION NO. 2012-06-12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A PERMIT PARKING PROGRAM ON THE SOUTH SIDE OF LA PAZ ROAD FROM MONTE VISTA (A PRIVATE STREET) TO 880' FEET WESTERLY THEREOF

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

WHEREAS, Resolution No. 2009-10-13-2 established parking restrictions on arterial highways; and

WHEREAS, Resolution No. 2009-10-13-2, in Section 1.B., established a No Parking Anytime Zone on La Paz Road within the following described limits: "La Paz Road from Moulton Parkway to Paseo de Valencia (except on the south side from 260' west to 560' west of Paseo de Valencia, and on the north side from 150' west to 650' west of Paseo de Valencia)."; and

WHEREAS, the residential property addressed as 25385 Gallup Circle, also known as Lot 12 of Tract Map No. 9296, has a rear lot line adjacent to La Paz Road westerly of Paseo de Valencia; and

WHEREAS, the owner of said property has requested the parking regulations on La Paz Road be changed to allow parking on a portion of the south side of La Paz Road adjacent to said property to provide visitor parking to his property for the purpose of accessing a barn structure; and

WHEREAS, establishment of a temporary parking authorization through the establishment of a Permit Parking Zone for a portion of La Paz Road will provide the requested parking on a short-term basis and be consistent with general parking controls on arterial highways; and

WHEREAS, Vehicle Code Section 22507, Subdivision a), authorizes the City to establish preferential parking privileges on public streets and to adopt provisions that are reasonable and necessary to ensure the effectiveness of the preferential parking program; and

WHEREAS, Vehicle Code Section 22507, Subdivision b), authorizes the City to establish preferential parking permits for the benefit of designated groups on specified streets if the City determines that the use of the permits will not adversely affect parking conditions for residents and merchants in the area; and

WHEREAS, the City has determined that parking permits will not adversely affect parking conditions for residents and merchants in the area because there are no residential or commercial properties that front the area; and

WHEREAS, modifications to parking regulations on a portion of La Paz Road is not a "Project" pursuant to California Environmental Quality Act (Public Resources Code, Section 21000 et. Seq.).

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

SECTION 1. A Permit Parking Zone is hereby established on the south side of La Paz Road from Monte Vista (a private street) to 880' westerly thereof.

SECTION 2. The City Engineer shall cause signs or markings to be placed giving notice of parking requirements as necessary to implement the parking regulations established herein.

SECTION 3. The Permit Parking Zone shall be subject to the following provisions:

- A. The applicant shall be able to request temporary parking permits for parking along the south side of La Paz Road from Monte Vista (a private street) to 880' westerly thereof.
- B. Requests for parking permits shall be submitted in writing 72 hours in advance of need, shall be the sole responsibility of the applicant, and shall be filed with the City Engineer or his designated representative.
- C. Each applicant must be 18 years of age or older.
- D. Parking permits shall only be valid for personal passenger vehicles, including pick-up trucks under two-ton capacity. Construction or commercial vehicles shall not qualify for issuance of a parking permit.
- E. Parking permits may only be issued on a quarterly calendar basis for one calendar day per quarter.
- F. Parking permits shall be valid for any two-hour period within the one calendar day selected per quarter and shall only be valid from 9:00 a.m. to 4:00 p.m. on that calendar day. Parking is prohibited at all other times.
- G. Total parking permits issued shall be limited to 30 permits for any one calendar day.
- H. Parking permits shall be issued at no cost to the applicant.

SECTION 4. The City Council finds that the Permit Parking Zone hereby established is not subject to the California Environmental Quality Act pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a

project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 12th day of June 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2012-06-12- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 12th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

EXHIBIT A



City of Laguna Hills

VICINITY MAP



200 0 200 Feet

Date Created: 5/22/2012

EXHIBIT B

RESOLUTION NO. 2009-10-13-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, ESTABLISHING PARKING
REGULATIONS ALONG VARIOUS ARTERIAL HIGHWAYS.

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

WHEREAS, parking regulations along arterial highways promote the orderly and safe movement of vehicles, bicyclists, and pedestrians on these roadways; and

WHEREAS, consistent parking regulations promote traffic safety; and

WHEREAS, the community standard is to limit vehicular parking on arterial highways in favor of enhanced traffic flow where parking is not otherwise in need; and

WHEREAS, the Traffic Commission, at the meeting of September 16, 2009, recommended the adoption of a Resolution establishing consistent parking regulations along the arterial highways; and

WHEREAS, pursuant to California Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

SECTION 1. There are hereby established designated "No Parking Anytime" Zones at the following locations.

- A. Oso Parkway from west City limit to Cabot Road.
- B. La Paz Road from Moulton Parkway to Paseo De Valencia. (except on the south side from 260' west to 560' west of Paseo De Valencia, and on the north side from 150' west to 650' west of Paseo De Valencia.

SECTION 2. There are hereby established designated "No Stopping Anytime" Zones at the following locations.

- A. El Toro Road from east to west City limits.

- B. La Paz Road from Paseo De Valencia to east City limit (except on south side from 150' east to 750' east of Paseo De Valencia (adjacent to Valencia elementary School)).
- C. Paseo De Valencia from La Paz Road to Cabot Road (except as allowed per Resolution No. 98-11-24-2).
- D. Moulton Parkway north of Glenwood Drive at the City limit to south City limit.
- E. Westbound Alicia Parkway from 310' to 430' west of Hon Avenue in the right turn lane.
- F. Westbound Alicia Parkway from 310' to 450' west of Paseo De Valencia in the right turn lane.
- G. Westbound Alicia Parkway from 1760' to 2030' west of Via Lomas in the right turn lane.
- H. Eastbound Alicia Parkway from 810' to 960' east of Ramona Street in the right turn lane.
- I. Eastbound Alicia Parkway from 175' to 360' east of Moulton Parkway in the merging lane.
- J. Eastbound Alicia Parkway from Bentley Lane to east City limit.
- K. Southbound Paseo De Valencia from 1060' to 1210' south of Avenida De La Carlota in the right turn lane.
- L. Southbound Paseo De Valencia from 830' to 960' south of El Toro Road in the right turn lane.
- M. Southbound Paseo De Valencia from 1725' to 1815' south of Calle De La Plata in the right turn lane.
- N. Southbound Paseo De Valencia from 1350' to 1450' south of Avenida Sevilla/Health Center Drive in the right turn lane.
- O. Southbound Paseo De Valencia from 740' to 950' south of Hawk Highway in the right turn lane.
- P. Southbound Paseo De Valencia from 1600' to 1780' south of Alisal Avenue in the right turn lane.
- Q. Northbound Paseo De Valencia from 1445' to 1560' north of Hillary Lane in the right turn lane.

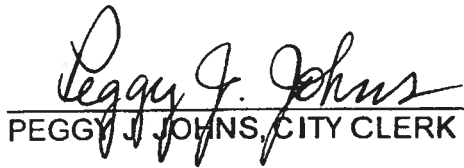
- R. Northbound Paseo De Valencia from 875' to 1200' north of Kennington Drive in the right turn lane.
- S. Northbound Paseo De Valencia from 630' north of Calle De La Plata to El Toro Road in two right turn lanes.
- T. Los Alisos Boulevard from Avenida De La Carlota to east City limit.
- U. Westbound Oso Parkway from Cabot Road to 350' west in the merging lane.
- V. Westbound Oso Parkway from 475' to 640' west of West Haven Drive in the right turn lane.
- W. Eastbound Oso Parkway from 2475' to 2570' east of Bridlewood Drive in the right turn lane.

SECTION 3. The City Engineer shall cause signs or markings to be placed giving notice of parking prohibitions as necessary to implement the parking regulations established herein.

PASSED, APPROVED, AND ADOPTED this 13th day of October 2009.


JOEL LAUTENSCHLEGER, MAYOR

ATTEST:


PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2009-10-13-2 adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 13th day of October 2009, by the following vote:

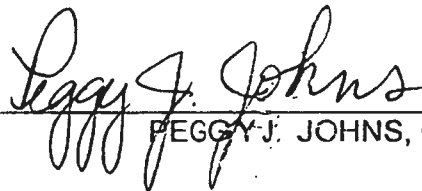
AYES: Council Members Carruth, Scott, Songstad, Mayor Pro
Tempore Bressette, and Mayor Lautenschleger

NOES: None

ABSENT: None

ABSTAIN: None

(SEAL)



PEGGY J. JOHNS, CITY CLERK



EXISTING RESOLUTIONS XXX

NO RESOLUTIONS - SIGNAGE PRESENT 000

CONFLICTING SIGNAGE ***



CITY OF LAGUNA HILLS
CITY MAP

OCT 13 2009 ITEM 4.7

EXHIBIT C

W HAUSCHILD
25385 GALLUP CIRCLE
LAGUNA HILLS, CA
92653

May 16, 2012,

To: The City of Laguna Hills Traffic Commission

Gentlemen,

I am here to request that the allowable parking on La Paz Road, **PREVIOUSLY ALLOWED**, (for 18 years) be restored at the foot of my property. The property address is 25385 Gallup Circle and it runs from Gallup Circle to La Paz Road. This could be accomplished by changing Paragraph B, Section 1 of the City Council Resolution No. 2009-10-13-2 to read **"EXCEPT ON THE SOUTH SIDE FROM 260' WEST TO APPROX. 1600' WEST OF PASEO DE VALENCIA"**.

Some background on this request is as follows: We purchased this property 12 years ago for the express purpose of re-erecting a 100-year-old barn from Illinois. Without La Paz Road access we would never have done this project. Access to the barn from our house is only by foot on a very steep slope. Parking on La Paz Road was needed for the barn construction and is still needed for personal use of the structure, for public open houses and public viewing and for charitable events.

The available parking is also not sufficient for Valencia Elementary school. During major school events parking extends past my lot. An enclosed picture shows illegal school parking for a minor school event.

I believe this request is reasonable as parking on La Paz is still allowed for Valencia Elementary and also for at least one personal residence. I only wish to extend this one allowable parking area. Also note that the street here is 4 feet wider than the street east of PDV where parking is also allowed. During my 12 years here I have never noted either, undesirable overnight vehicle or heavy trucks using this area for parking. But of course they can do that right now i.e., park in the allowable school parking. My request has no effect on this scenario.

The City Council is aware of this request and is asking for your input on it. I'm requesting a yes by this commission.

Clarence W. Hauschild

RESOLUTION NO. 2009-10-13-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING PARKING REGULATIONS ALONG VARIOUS ARTERIAL HIGHWAYS.

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

WHEREAS, parking regulations along arterial highways promote the orderly and safe movement of vehicles, bicyclists, and pedestrians on these roadways; and

WHEREAS, consistent parking regulations promote traffic safety; and

WHEREAS, the community standard is to limit vehicular parking on arterial highways in favor of enhanced traffic flow where parking is not otherwise in need; and

WHEREAS, the Traffic Commission, at the meeting of September 16, 2009, recommended the adoption of a Resolution establishing consistent parking regulations along the arterial highways; and

WHEREAS, pursuant to California Vehicle Code Section 22507, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted by a general law city, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed.

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

SECTION 1. There are hereby established designated "No Parking Anytime" Zones at the following locations.

- A. Oso Parkway from west City limit to Cabot Road.
- B. La Paz Road from Moulton Parkway to Paseo De Valencia. (except on the south side from 260' west to 560' west of Paseo De Valencia, and on the north side from 150' west to 650' west of Paseo De Valencia.

SECTION 2. There are hereby established designated "No Stopping Anytime" Zones at the following locations.

- A. El Toro Road from east to west City limits.



BARN

C.W. HAUSCHILD
25355 GALLUP CIRCLE
LAGUNA HILLS, CA
92653



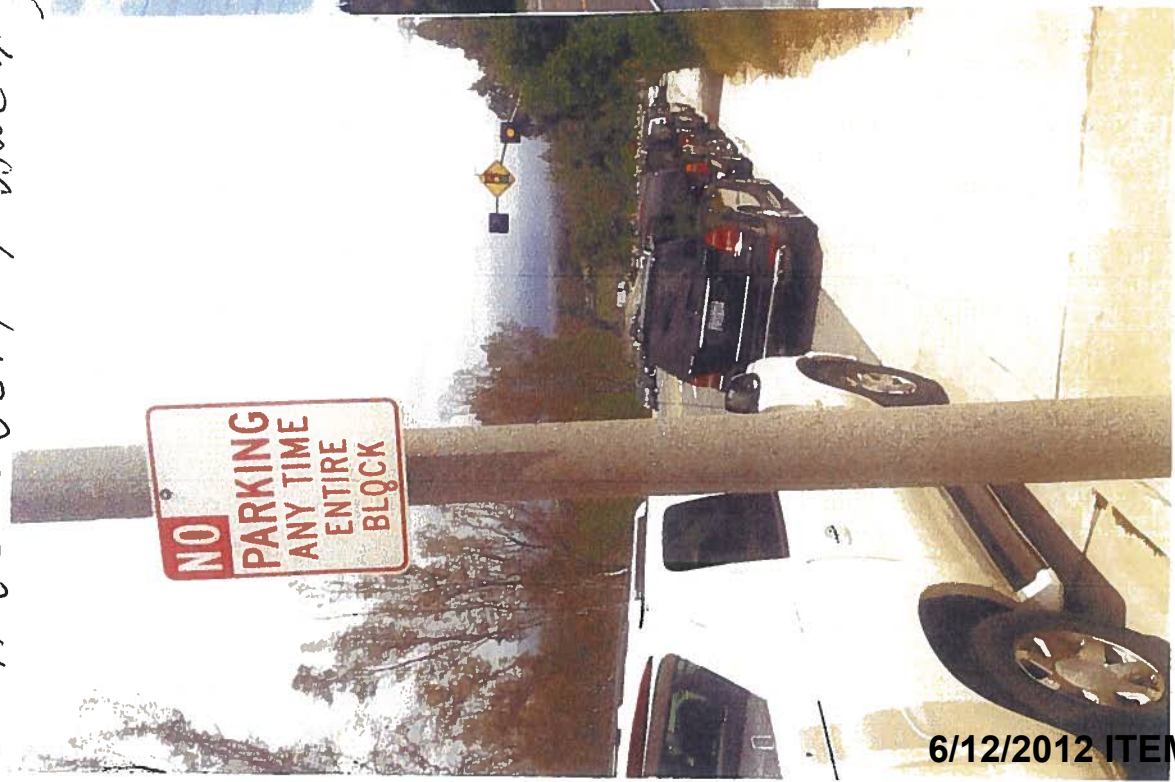
INSIDE VIEW OF
FINISHED BARN

4/21/12

800
Park
1200
West
and
600
E

VILLAGE
ELEM.
SCHOOL EVENT PARENTS
SCHOOL EVENT PARENTS

EVENT PARENT PARKING



WEST BOUND LA 202
1000' ± West of PDV
ALL CARS SHOWN ARE
ILLEGALLY PARKING

WEST BOUND LA 202
1000' ± West of PDV

BARN OPEN HOUSE—FRI., SAT., SUN. JUNE 15 -17
On Eastbound La Paz Av. between Aliso Hills and
Paseo de Valencia 10:00 a.m. - 4:00 p.m.

From The Saddleback valley news, May 2, 2003



'Reborn' barn nears completion

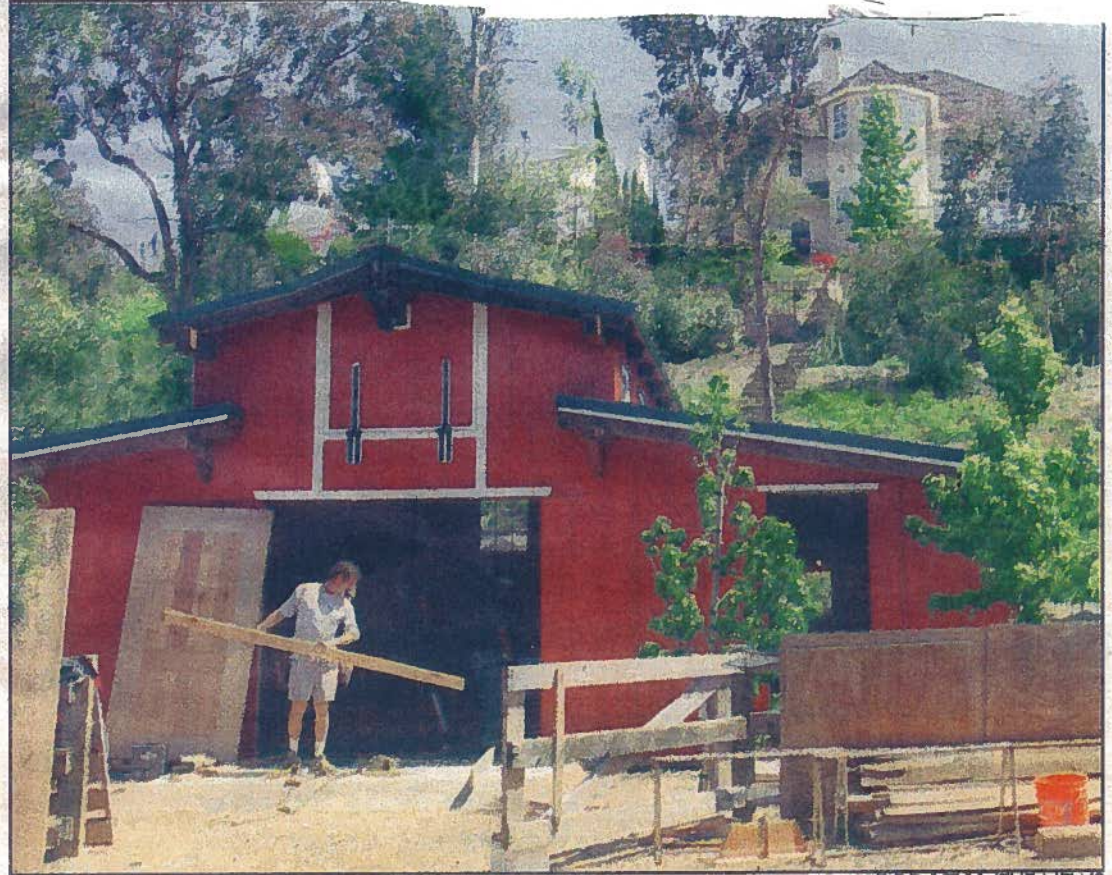
NOSTALGIA: Wood came from structure in Illinois.

BY RITA FREEMAN
THE NEWS

A rustic red barn under final construction rests on a steep slope hill on La Paz Road. A nail gun pounds nails into the wooden frame of a window as owner Clarence Hauschild waits for two, 200-pound plank doors to arrive.

A childhood memory of a 100-year-old barn in Illinois is nearly complete after more than 2,000 hours of labor and six months of construction at his Nellie Gail home in Laguna Hills.

"You have to be motivated to do this because it is easier



ROD VEAL/THE NEWS

LOOK BACK: Clarence Hauschild's barn is rising behind his Nellie Gail house in Laguna Hills.

to work with new lumber than something that has weird dimensions," Hauschild said.

About 95 percent of the original wood has been used with some new plywood added.

Three men spent Monday afternoon hanging two plank

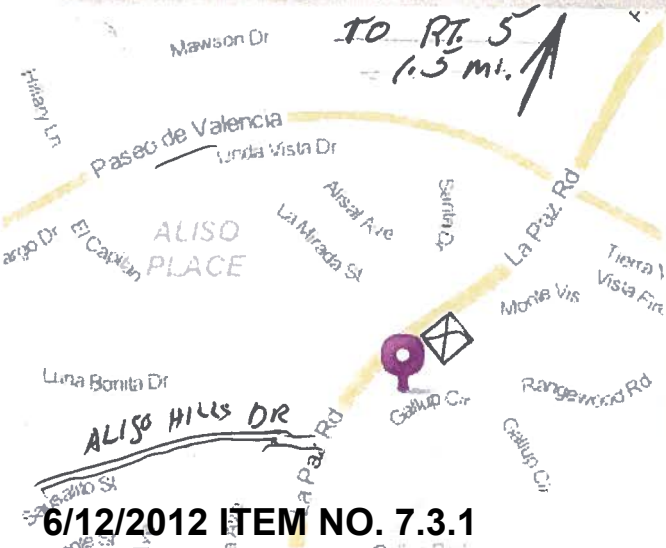
doors that will swing out toward the street. Each door will have two, 3-foot hinges, handmade by a blacksmith.

Hauschild wanted to rebuild the barn that once belonged to his uncle, whom Hauschild used to visit as a child. He transported more than 18 bundles of oak and

pine wood from the original barn and brought it to his home in Nellie Gail. Hauschild started construction in November after two years of planning.

The barn is slightly different from the original as it is 15 feet high instead of 28 and

► See BARN, page 19



FROM PAGE 1

has a new roof. Hauschild said he added four layers to the roof, which included two inches of insulation, three-quarter-inch plywood, a vapor barrier and the tin roof.

The barn was originally supposed to be painted a sand or white color to match his house. But shortly after the Orange County Register published its article about the barn, many readers com-

plained to the homeowners association and allowed Hauschild to re-submit an application to the architect committee.

The association allowed the mix of burgundy red and tomatilla to go with the equestrian look of Nellie Gail.

Hauschild said he still needs to stain and paint the doors and add battens to the cracks to keep the water out of the barn. Construction is expected to be finished in mid-May.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JUNE 12, 2012

TO: COUNCIL MEMBERS

FROM: MAYOR CARRUTH

ISSUE: CITY OF MISSION VIEJO SIGN CODE AMENDMENT

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO: (1) SEND A FORMAL LETTER TO THE CITY OF MISSION VIEJO CITY COUNCIL STATING THE CITY OF LAGUNA HILLS OPPOSITION TO THE KALEIDOSCOPE PROPOSED SIGN PROGRAM, MORE SPECIFICALLY TO THE PROPOSED ELECTRONIC SIGNS AND OFF-SITE ADVERTISING; AND (2) NOTIFY ALL LAGUNA HILLS HOMEOWNER ASSOCIATIONS LOCATED ALONG THE I-5 CORRIDOR REGARDING THE PROPOSED SIGN PROGRAM AND ITS POTENTIAL IMPACT TO THE MISSION VIEJO FREEWAY CENTER OFF CABOT.

SUMMARY:

On June 4, 2012, the Mission Viejo City Council received a staff report and accepted public testimony regarding the possible initiation of a sign code amendment to establish an off-site advertising sign district and a newly proposed sign program for the Kaleidoscope shopping center in Mission Viejo. Community Development Director, David Chantarangsu, submitted a letter to the Mission Viejo staff offering comments, concerns and information regarding the proposed sign district (attached). Mayor Carruth attended the meeting and provided additional testimony regarding the potential impacts on Laguna Hills residents and the entire South Orange County area.

Mayor Carruth will provide a verbal report to the City Council regarding the Mission Viejo City Council's discussion and action related to this matter as well as recommendations for additional actions to be considered by the City Council.

ATTACHMENTS:

1. June 4, 2012, Letter from Laguna Hills to Mission Viejo
2. Mission Viejo Planning and Transportation Commission Staff Report

3. June 1, 2012, Letter from Laguna Niguel to Mission Viejo
4. Mission Viejo Patch News Article



CITY OF LAGUNA HILLS

June 4, 2012

Delivered Electronically & via U.S. Mail

Mr. Chuck Wilson, AICP
Community Development Director
City of Mission Viejo
200 Civic Center
Mission Viejo, CA. 92691

Re: Proposed Kaleidoscope Signage and Sign Ordinance Revisions

Dear Chuck:

The City of Laguna Hills has reviewed the material presented by Crown Valley Holdings related to new digital billboards at the Kaleidoscope Center as well as the anticipated code revisions necessary in Mission Viejo's sign ordinance to facilitate off-site signs. I hope you find these comments to be insightful as the city considers changes to its sign ordinance. Please include these comments as part of the public comments the Mission Viejo City Council will review for the agenda item pertaining to the Kaleidoscope Signage and Sign Ordinance Revisions.

The immediate concern to the City of Laguna Hills is that changes to the Mission Viejo sign ordinance will result in the proliferation of digital billboards along Interstate 5 in south Orange County. The addition of a new sign type identified as an "IN-CITY SIGN" will undoubtedly result in off-premise digital advertising since an In-City Sign is able to consist of any type of permitted sign. A "DIGITAL DISPLAY" is identified as a sign within the proposed ordinance language (I note the draft ordinance language actually associates a Digital Display with a sign face which is a component of a sign – the fact of the matter is a Digital Display is a sign). Ironically, the new sign type also meets the definition of an "OFF-SITE SIGN" which is also prohibited in the city's sign code. There are several such language conflicts and ambiguities contained in the proposed draft ordinance. The Off-Site Sign provisions are particularly troubling since portions of the proposed sign district where Off-Site Signs are permitted are within 600 feet of residential areas of Laguna Hills. The proposed ordinance may also violate the federal Highway Beautification Act and the state Outdoor Advertising Act.

While the City of Laguna Hills is not opposed to businesses that wish to improve their viability through signage, many cities have banned digital signage outright as a result of the "collateral damage" they cause. Since digital displays allow commercial messages to be rotated every few moments, data suggests they create driver distraction beyond safe tolerances (two seconds has been established as a "safe" distraction period for driving). The sign industry has tried to diminish the connection between digital billboards and distraction impacts using studies prepared through hired consultants. One of these studies has been submitted by the applicant to the City of Mission Viejo. You should know that an independent, expert peer review of the sign industry's studies prepared for the Maryland State Highway Administration is extremely critical of the conclusions and methodology of the sign industry's studies.

Mr. Chuck Wilson
June 4, 2012
Page 2

In addition to being unsafe, digital billboards are designed to produce intense light and glare. The proposed model for the Kaleidoscope Center (Exhibit H) is designed to be 50 percent brighter than sunlight. At night the signage will be a form of visual blight on our communities as it provides over 11,000 square feet of digital display area. This is over 4,000 square feet larger than the digital displays at Angel Stadium (Attachment 1).

Lastly, as you know cities have very limited ability to control the content of signage. The City of Mission Viejo should consider potential unintended consequences of the proposed ordinance which could provide a way for adult businesses, massage parlors, and other controversial business activity to obtain advertising on any sign considered under the provisions of an In-City Sign. While this may not be Mission Viejo's intent, the city would have a difficult task, of regulating the content of these signs. Sign owners will be concerned over meeting financial obligations and collecting advertising rent. Landlord concerns over sign content will be secondary.

There are other signage types and configurations available which can be employed to help improve the exposure of the Kaleidoscope Center and I hope the City of Mission Viejo will explore all other options before considering the use of off-site signage and digital advertising for the reasons described above. I have attached for your use information put together by Scenic America (Attachment 2) which is dedicated to improving and safeguarding the visual quality of communities like Mission Viejo and Laguna Hills. Additional information can be found on the web at Scenic.org.

Please let me know if you have any questions. I would be happy to discuss these issues with you further. Should the City of Mission Viejo move forward with an ordinance, pursuant to Section 65092 of the California Government Code please notify the City of Laguna Hills in writing of any future public hearings on this matter. The City also requests to be placed on a mailing list to receive environmental notices issued pursuant to Public Resources Code Section 21092.

Sincerely,

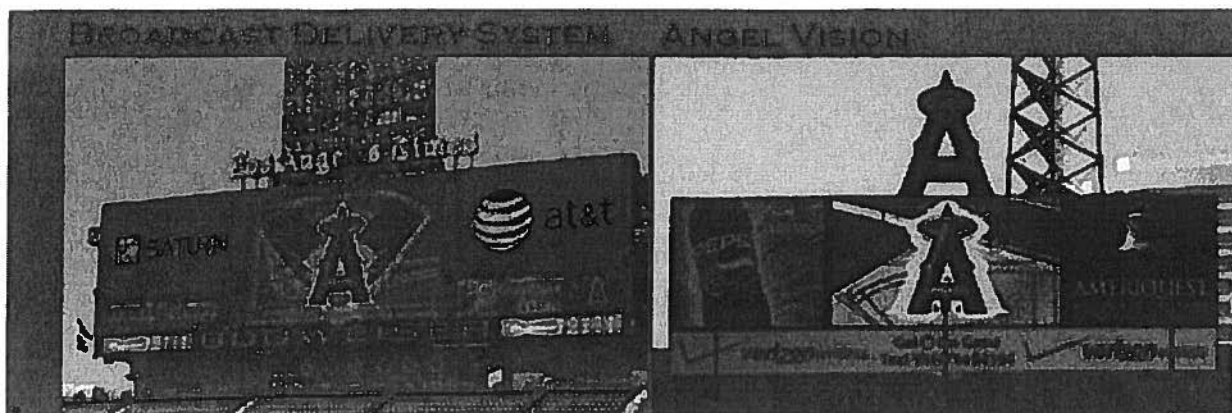


David Chantarangsu, AICP
Community Development Director
City of Laguna Hills

Attachments

Cc: City of Laguna Hills City Council
Bruce Channing, City Manager

ATTACHMENT 1



- **Angel Vision**

The Angels' right field scoreboard was upgraded with three electronic displays and new rotating and static advertising panels. The Prostar Display in the center of the scoreboard measures 42' high by 67' wide and is accompanied by two 11' by 50' displays on each side. There is also a structure in left field called "Angel Vision." This exciting system includes a second large Prostar video display measuring 27' high by 48' wide, with two 27' by 32' divisions on each side. A highlight of the structure is the 26' by 20' illuminated Angels "A" sitting above the video board.

A large full-color LED display has been incorporated into the right field fence to be used for presenting out-of-town game scores, stats and other information. Fans will enjoy these additional features on a display that measures approximately six feet high by 94' wide.

ATTACHMENT 2

Digital Billboards

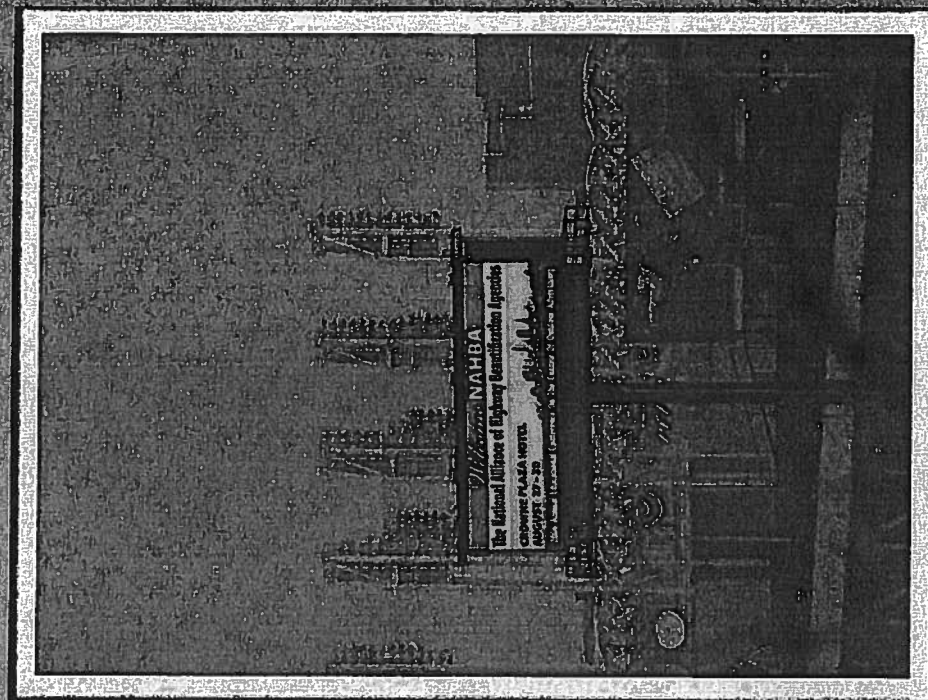
Unsafe and Unsightly at Any Speed

What's wrong with digital signs?

Aesthetic Concerns

Highway Safety Implications

Environmental
Consequences

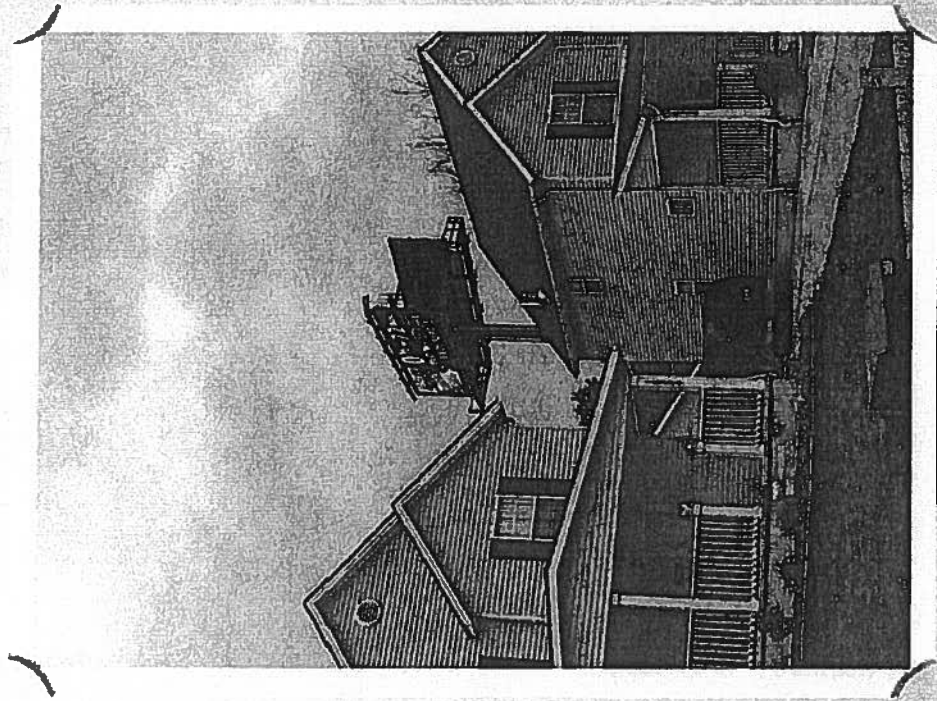


Aesthetics

- Brightest objects in the landscape
- Become dominant visual element and overwhelm the fundamental character of the place
- On-premise digital displays with motion can be particularly garish
- Distraction from other visual/scenic qualities
- Clash with historic or established architectural elements, even at great distances

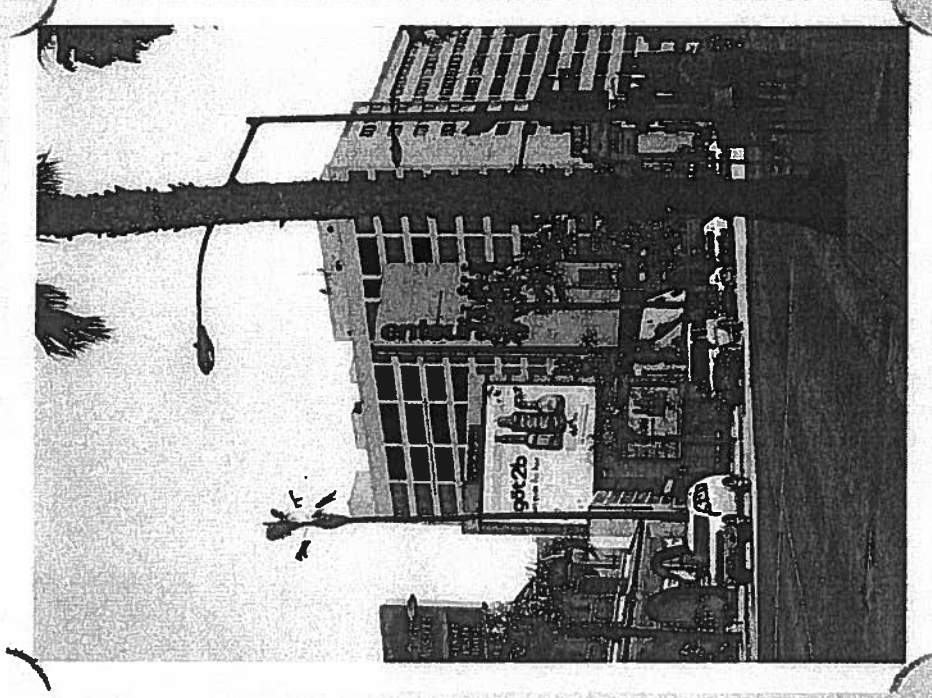
Other Considerations

- Effects on property values
- Light and noise effects on nearby households and businesses
- Enormous compensation costs if signs are altered, moved, or removed



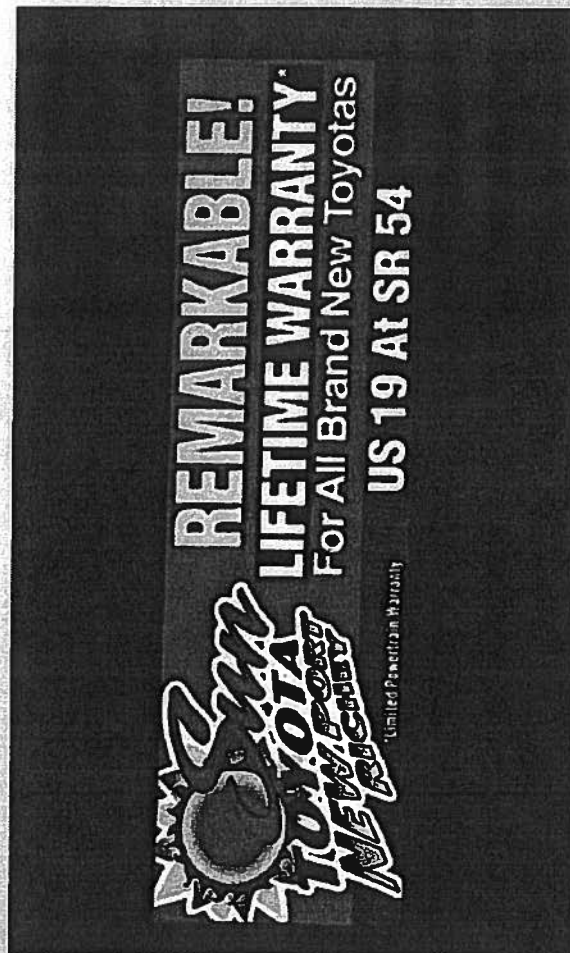
Highway Safety

- Brightest object in the driver's field of vision, especially at night
- Cause inadvertent and instinctual glances
- Images rotate every 4, 6, or 8 seconds causing lingering looks to see what's next
- Complex messages often take 5 seconds to comprehend



How bright is a digital billboard?

- The sun is measured at 6,500 nits
- During the daytime, a digital sign can be set at over 10,000 nits
- The Virginia Tech Transportation Institute found digital billboards to be 10X brighter than the surrounding area, and 3X brighter than a traditional billboard



What do we know?

(Source: 100-Car Naturalistic Driving Study, USDOT National Highway Traffic Safety Administration)

- Anything that distracts the driver from the forward roadway for more than **two seconds** significantly increases the chances of crashes and near crashes.
- 23% of crashes and near-crashes that occur in metropolitan environments are attributable to eyes off the forward roadway greater than **two seconds**.
- Nearly 80% of the crashes and 65% of near crashes were caused by distractions that made the driver look away for **up to three seconds**.

Some common-sense math: add it up

Brightest object in driver's field of vision that
attracts inadvertent and unwilling glances

+

Frequently changing intermittent messages cause
glances to linger to see what's next in the show

+

Complex advertising messages that take five
seconds to comprehend

=

More than two seconds

***The scientifically established driver distraction
threshold is shattered by digital signs.***

Can a digital sign simultaneously be safe for motorists and effective as an advertising medium?

- If the motorist spends enough time to read and comprehend the sign, by definition they have taken their eyes away from the driving task too long
- Digital signs are designed to pull drivers' attention from the roadway, otherwise they are useless as advertising
- Drivers already have too much distraction inside and outside the car
- Digital signs, because they are especially distracting due to bright light, vibrant color, and image changes or motion, divert attention from official signs that are necessary for the safe operation of the car

What research is coming?

- Federal Highway Administration is planning research (completion 2009)
- The American Association of State Highway and Transportation Officials (AASHTO) is sponsoring preliminary research leading to future investigations
- The Transportation Research Board of the National Academy of Sciences is conducting a human-factors workshop and will manage AASHTO research

What Should State and Local Governments Do?

The only responsible action is a moratorium on electronic billboard permits until all the data is in and public safety can be assured,

because ...

Communities may expose themselves to enormous liabilities

- The Highway Beautification Act requires cash compensation to sign owners of billboards on Interstate and federal-aid highways
- Compensation is usually defined as the value of the structure, plus lost revenue, making each digital sign worth millions of dollars
- The costs of compensating billboard owners will be enormous even in the course of normal highway widenings and improvements if the signs need to be moved or taken down
- Once studies are completed, and if the signs are found to be unsafe in their current configurations, any required changes to sign operations may cost governments millions in compensation payments
- Who will be held liable if accidents are influenced by the signs if it is shown that governments knowingly permitted their construction even in the face of pending research or critical safety studies?

But isn't there research that says these signs are safe?

The billboard industry sponsored two studies of digital signs in Cleveland conducted by Suzanne E. Lee and Tantara Associates, purporting to show they are safe.

According to the Philadelphia Inquirer (8/21/07), Clear Channel claims they paid for the research, although the reports say the Foundation for Outdoor Advertising Research and Education, an arm of the Outdoor Advertising Association of America.

The Maryland State Highway Administration commissioned human-factors expert Jerry Wachtel to assess the validity of the studies and prepare a peer-review report.

The Wachtel Report

Found serious deficiencies in both reports
in terms of:

- Decisions and assumptions made in support of the research
- Methodology
- Review and application of cited literature
- Statistical methods, controls, and analyses
- Misleading and inconsistent reporting, and evidence of bias

“Having completed this peer review, it is our opinion that acceptance of these reports as valid is inappropriate and unsupported by scientific data, and that ordinance or code changes based on their findings is ill advised.”

Jerry Wachtel, CPE
The Veridian Group, Inc.,
Berkeley, California

*A Critical, Comprehensive Review of Two Studies Recently
Released by the Outdoor Advertising Association of America*

Prepared for
Maryland State Highway Administration
October 18, 2007

Digital Signs and the Highway Beautification Act

- Violate the Highway Beautification Act itself
- Violate HBA regulations which prohibit “intermittent” lights
- Catastrophic Federal Highway Administration memorandum of September 25 ignores law, regulations, existing research, future research, potential financial liabilities, and common sense

FHWA memorandum

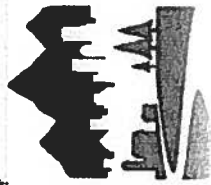
- Violates HBA provisions on off-premise signs
- Violates regulatory prohibition on signs with “intermittent” lights
- Permits signs before FHWA research completed
- Ignores NHTSA findings on two-second distraction threshold
- Ignores later costs if signs must be altered or removed
- Subverts federal rule-making requirements

Environmental Considerations

- One digital billboard consumes 397,486 kWh/year*
- The carbon footprint of one digital billboard = 49 traditional billboards or 13.39 homes
- One digital billboard = 108.41 tons/year of carbon dioxide
- Standard size digital billboard contains 449,280 light-emitting diodes



* Source: U.S. Green Buildings Council Central Balcones Chapter (Texas)



Scenic America

For More Information

www.scenic.org



City of Mission Viejo

Planning and Transportation Commission Staff Report

Date: May 3, 2012

To: Planning and Transportation Commission

From: Charles E. Wilson, Director of Community Development

For: Planning and Transportation Commission Meeting of May 14, 2012

Subject: Presentation by Colby Durnin of Kaleidoscope Regarding Proposed Sign Program (referred to Commission by City Council)

RECOMMENDED ACTION

(1) Receive presentation; and (2) forward comments and recommendations to City Council for its consideration.

DISCUSSION

At the January 3, 2012 City Council meeting, the Council received a presentation by Colby Durnin of Kaleidoscope regarding the improvements that have been made since their acquisition of the commercial center, and their conceptual plans for the next phase of the project's development. In addition, Mr. Durnin discussed proposed signage for the exterior of the building and entrances. The City Council referred the proposed signage for Kaleidoscope to the Planning and Transportation Commission. Attached is an excerpt from the January 3, 2012 City Council minutes.

Since the January 3, 2012 City Council meeting, Mr. Durnin has made several refinements to his sign program and he now says his proposed sign plan is ready for City review. The proposed sign plan includes large electronic signs and off-site advertising. Currently the City's sign code does not allow this type of signage, and if allowed to proceed the City's sign regulations would need to be modified to permit this type of signage. The City Council's Economic Development Committee comprised of Councilmembers Trish Kelley and Dave Leckness had discussed the concept of electronic signage and off-site advertising at their January 25, 2012 Economic Development Committee meeting and expressed concerns with this type of signage. Assistant City Attorney Craig Fox will provide input at the May 14 Commission meeting on the legal aspects of permitting off-site signage and advertising.

It is staff's intent to have the Planning and Transportation Commission at their May 14 meeting forward comments and recommendations to the City Council regarding the proposed sign plan, and more specifically the proposed electronic signs and off-site advertising. Upon conclusion of the Commission's comments and recommendations, staff would next go to the City Council and ask that they provide specific direction on whether or not the City's sign regulations should be amended to accommodate electronic signs and off-site advertising, and if in favor direct staff and the City Attorney to prepare an ordinance.

Attached for information are sign program materials which Mr. Durnin will elaborate further on during his presentation.

ATTACHMENTS

1. Excerpt from January 3, 2012 City Council Minutes.
2. Sign Program packet for Kaleidoscope submitted by Colby Durnin.
3. Letter of explanation submitted by Colby Durnin.
4. Initial Study Questionnaire submitted by Colby Durnin.
5. Draft Ordinance submitted by the applicant adding a new Division 4 to Chapter 9.29 of Title 9 to the Mission Viejo Municipal Code allowing the creation of Sign Districts.
6. Draft Ordinance submitted by the applicant establishing the Central Business Sign District.
7. Draft Addendum to Form ODA 0049 Certification by Display Owner of Display within Redevelopment Project submitted by the applicant.

cc: Colby Durnin
Sentinel
27741 Crown Valley Parkway, #200
Mission Viejo, CA 92691
(619) 890-5756

Staff Report prepared by: Charles E. Wilson, Director of Community Development - (949) 470-3024

Motion made by Council Member Schlicht, seconded by Council Member Kelley, to introduce **Ordinance 12-292** Adding a New Chapter 11.23 of Title 11 To The Mission Viejo Municipal Code Prohibiting Registered Sex Offenders From Entering City Parks And Recreation Facilities.

AYES: Kelley, Leckness, Reardon, Schlicht, and Ury
NOES: None
ABSENT: None

PUBLIC HEARINGS

OLD BUSINESS



NEW BUSINESS

16. Presentation by Colby Durnin of Kaleidoscope Regarding the Improvements that have been made since Acquisition and their Conceptual Plans for the Next Phase of the Project's Redevelopment

The City Council received a presentation from Colby Durnin regarding recent and proposed improvements to the Kaleidoscope center. In addition he discussed proposed signage for the exterior of the building and the entrances.

Motion made by Council Member Kelley, seconded by Council Member Leckness, to refer this matter to the Planning and Transportation Commission and direct staff to present options for creating a sign district for Kaleidoscope and possibly a larger area.

On roll call, said motion carried by the following vote:

AYES: Kelley, Leckness, Reardon, and Ury
NOES: Schlicht
ABSENT: None

Council Member Schlicht noted for the record that she is opposed to special district signage because she thinks it is business unfriendly to the rest of the community and she is also opposed to 20'x60' electronic signs.

KALEIDOSCOPE

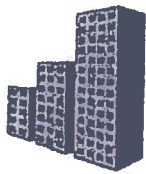
27741 Crown Valley Parkway
Mission Viejo, CA 92691

SIGN PROGRAM

ATTACHMENT 2



Los Angeles Division | 5405 N. Industrial Parkway | San Bernardino, CA 92407 | T 909-923-7666 | F 909-923-5015 | www.yesco.com



South Orange County Regional Chamber of Commerce

24031 El Toro Road, Suite 300
Laguna Hills, CA 92653
Phone 949.600.5470
Fax 949.600.5474
www.socchamber.com

May 8, 2012

The Hon. Frank Ury, Mayor
The Hon. Rhonda Reardon, Mayor Pro Tem
The Hon. Trish Kelley, Council Member
The Hon. Dave Leckness, Council Member
The Hon. Cathy Schlicht, Council Member
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691

Noted 5/10/12

L.E. Wilson

Copy for:

- 1. Planning + Trans. Commission*
- 2. Elaine Lister*
- 3. Tim Martin*

Dear Mayor Ury and Members of Council:

I am writing today on behalf of the almost 400 members of the South Orange County Regional Chamber of Commerce/The Economic Coalition to express our strong support for the Kaleidoscope Build-out and Signage Project. The build-out portion of the project involves recruiting quality businesses--the kind of businesses that Mission Viejo residents want and deserve-- to the center as tenants. The goal, of course, is to have zero vacancies. A way to do this is through an expanded electronic and state-of-the-art signage program. Not only will it assist in business/tenant recruitment; it will also help with tenant retention.

We, at the Chamber/Economic Coalition, have made ourselves familiar with all aspects of this project. It's our view that, during these difficult economic times, it's important to offer the kind of additional signage opportunities proposed here in order to help small businesses *in Mission Viejo* compete; to help them better advertise, promote and sell their products or services. At the same time, adding electronic signage to the Kaleidoscope will help reposition the Center as a true entertainment destination in Mission Viejo. This will also help drive more sales tax revenue to the City.

Traffic studies show that some 418,000 cars drive by Kaleidoscope every day. Approving this project will ONLY enhance what has recently been accomplished at the Kaleidoscope such as the new interior landscaping and furnishings, the new tenants to the Center and the new entertainment component that offers ice skating and "dancing under the stars" events.

In today's world interactive signage plays a central role with architectural features. Modern architecture, landscape and signage will help further modernize Kaleidoscope and enhance the Crown Valley gateway to Mission Viejo.

Our main focus and goal at the Regional Chamber/Economic Coalition is to help *support and enhance the local economy*. Recognizing and embracing professional and tasteful marketing mediums that enhance not only the business climate, but an already outstanding edifice is a progressive step in the right direction for the City of Mission Viejo. We urge that you join the local and regional business community in support of the Kaleidoscope Build-out and Signage Project.

Thank you for your attention and consideration.

Sincerely,

James M. Leach
Chief Executive Officer
South Orange County Regional Chamber of Commerce/The Economic Coalition

c: Dennis Wilberg, City Manager

...dedicated to advancing the interests of the business community through advocacy, leadership, and representation.

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8	Parking Entrance Sign - Sign A.3
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16	On-Site Signs Tenant Sign Criteria Signs: N.1 thru N.2, W.1 thru W.13, S.1 thru S.20 & E.1 thru E.10
17	On-Site Signs Tenant Locations - Signs: N.1 & N.2
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19	On-Site Signs Tenant Locations - Signs: W.1 & W.13 - Continued -
20	On-Site Signs Tenant Locations - Signs: S.1 & W.20
21	On-Site Signs Tenant Locations - Signs: S.1 & S.20 - Continued -
22	On-Site Signs Tenant Locations - Signs: E.1 & E.10

Introduction

The intent of this criteria is to provide the guidelines necessary to achieve a visually coordinated, balanced and appealing sign environment, harmonious with the architecture of the project, while maintaining provisions for individual graphic expression.

Performance of this sign criteria shall be rigorously enforced and any nonconforming sign shall be removed by the tenant or his sign contractor at their expense, upon demand by the owner.

Exceptions to these standards shall not be permitted without prior written approval from the Landlord and will require approval of a modification to the sign program application by the city.

Accordingly, the Landlord will retain full rights of approval for any sign used in the center.

No sign shall be installed without the written Landlord approval and the required city permits.

Table of Contents

SIGN PROGRAM

KALEIDOSCOPE
27741 Crown Valley Pkwy
Mission Viejo, CA 92691



YESCO.

LOS ANGELES DIVISION
5405 E. Industrial Parkway
San Bernardino, CA 92407
T (909) 823-7800
F (909) 823-8815
www.yesco.com

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Sheet 1 of 22

Submittal / Approval Requirements & Tenant Responsibilities

SUBMITTAL TO LANDLORD

1. Tenant shall submit two (2) sets of detailed shop drawings to the Landlord for written approval prior to city submittal or fabrication. Sign drawings to be prepared by a California licensed sign contractor. All signs must conform to the Mission Viejo Planning Division requirements unless otherwise noted in this sign program.
2. The shop drawings shall indicate size, materials, colors, location, construction details, attachment details, and lighting techniques of the proposed signage, all conforming with the sign criteria herein outlined.

SUBMITTAL TO CITY & TENANT'S RESPONSIBILITIES

1. The Tenant or Tenant's sign company shall obtain and pay for all necessary permits. If Tenant has received written approval from Landlord, Tenant may submit the proposed sign to the Mission Viejo Planning Division for review. Tenant must submit one (1) full set of Landlord approved colored drawings.
2. The Tenant shall pay for all signs, related materials and installation fees (including final inspection costs).
3. It is the responsibility of the Tenant's sign company to verify all conduit and transformer locations and service access prior to fabrication.
4. Should a sign be removed, it is the Tenant's responsibility to patch all holes and paint surface to match the existing color.
5. The Tenant shall be responsible for fulfillment of all requirements of this sign criteria.

General Construction Requirements

1. Sign company to be fully licensed with the county and state and shall have full workman's compensation and general liability insurance.
2. All signs and their installation shall comply with all local building and electrical codes.
3. All electrical signs will be fabricated by a U.L. Approved sign company, according to U.L. specifications and bear U.L. Labels. U.L. labels shall be placed in an inconspicuous location.
4. In no case shall any manufacturer's label be visible from the street from normal viewing angles.
5. All penetrations of building exterior surfaces are to be sealed waterproof in color and finish to match existing exterior.
6. All sign fabrication work shall be of excellent quality. All logo images and type-styles shall be accurately reproduced. Lettering that approximates type-styles shall not be acceptable. The owner reserves the right to reject any fabrication work deemed to be below standard.
8. Signs must be made of durable rust-inhibited materials that are appropriate and complementary to the building.
9. Joining of materials (e.g., seams) shall be finished in a way as to be unnoticeable. Visible welds shall be continuous and ground smooth. Rivets, screws, and other fasteners that extend to visible surfaces shall be flush, filed, and finished so as to be unnoticeable.
10. Finished surfaces of metal shall be free from canning and warping. All sign finishes shall be free from dust, orange peel, drips, and runs and shall have a uniform surface conforming to the highest standards of the industry.
11. Color coatings shall match exactly to the colors specified on the approved plans.
12. Exposed junction boxes, conduit, lamps, tubing, or neon crossovers of any type are not permitted.



Signage Specifications

The intent of this criteria is to encourage creativity and ensure the individuality of each tenant sign as opposed to similar sign design, construction, and colors repeated throughout the project. Diversity of sign styles is encouraged.

WALL SIGNS

1. The following types of construction will be allowed:
 - Acrylic face aluminum pan channel letters
 - Through-face and halo channel letters
 - Reverse pan channel letters
 - Open-face pan channel letters
 - Push-through letters and logos in aluminum cabinets
 - Logo modules with applied vinyl graphics
2. All Tenant colors must be approved by the Landlord prior to fabrication. Sign colors should be selected to provide sufficient contrast against building background colors and still be compatible.
3. The use of dimensional and layered icons is also encouraged.
4. Stacked copy is permitted.
5. Regardless of the maximum allowable sign square footage, the display must be balanced and proportional to the area upon which it is installed, as determined by owner or owner's agent.
6. Ascending and descending shapes shall not be included in allocated square footage except for the area they occupy.
7. Sizes and quantity of signs for each Tenant is outlined in this criteria.

ACCESSORY/CONVENIENCE SIGNS - Allowable Storefront Window Signs

1. "Open/Closed" signs must be located close to front entrance = 1 square foot max
2. Signs relating to services offered = 2 square feet max
3. Restaurant menu signs = 8 square feet max
4. Credit card signs = 1 square foot max
5. Hours of Operation = 2" high copy max per line of copy

Prohibited Signs

1. Emitting signs. As used herein, signs that emit smoke, steam, laser or hologram lights, and/or other similar effects or features.
2. Hazardous signs. As used herein, signs that constitute a public nuisance or a potential threat to the health, safety or well-being of the general public due to their height, illumination intensity, location, movement, placement, size or other design features or characteristics.
3. Signs constituting a traffic hazard. No person shall install or maintain, or cause to be installed or maintained, any sign which simulates or imitates in size, color, lettering or design any traffic sign or signal in such a manner as to interfere with, mislead or confuse traffic.
4. Primary and secondary signs painted directly on the building.
5. Flashing, moving, animated or audible signs.
6. Pennants and Balloons Used for Advertising Purposes.
7. Immoral or unlawful advertising which is obscene, indecent, or immoral in nature.
8. Window Vinyl, except what is allowed for under "Accessory/Convenience Signs".
9. Any advertising or signage that displays alcoholic beverages, tobacco products, nudity or partial nudity, political or electoral campaigns, religious symbolism or services, adult orientated businesses, activities, merchandise, or products.

Section Details

SIGN PROGRAM

KALEDOSCOPE

27741 Crown Valley Pkwy
Mission Viejo, CA 92691

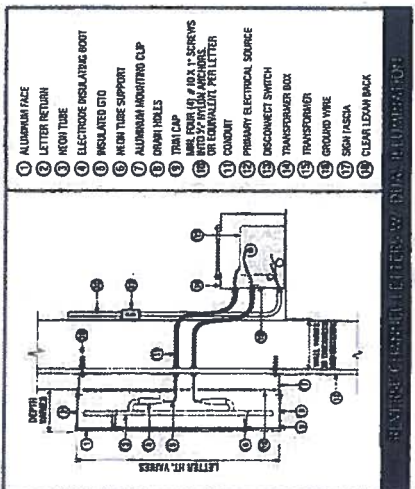
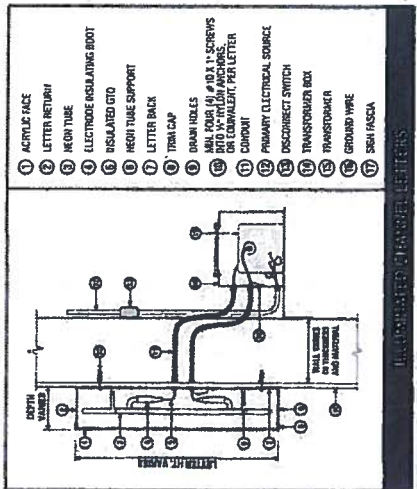
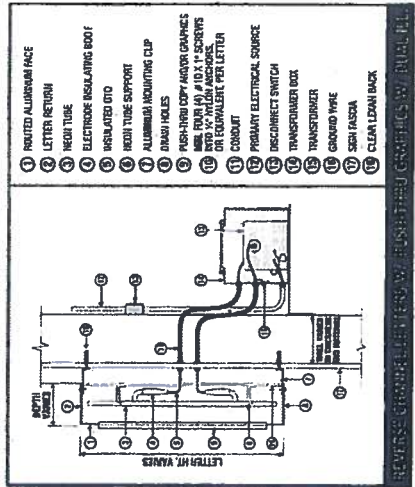
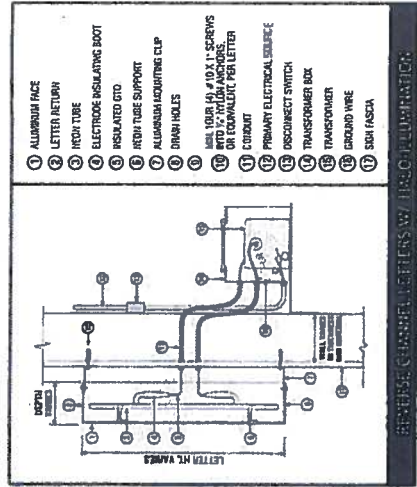
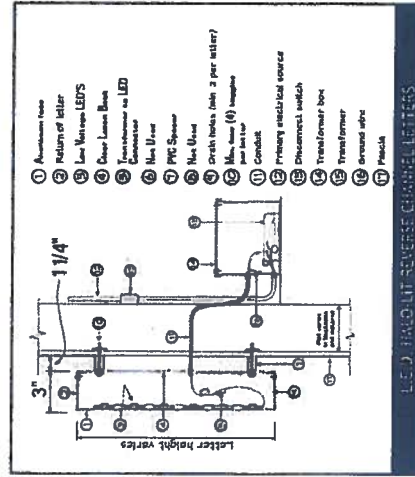
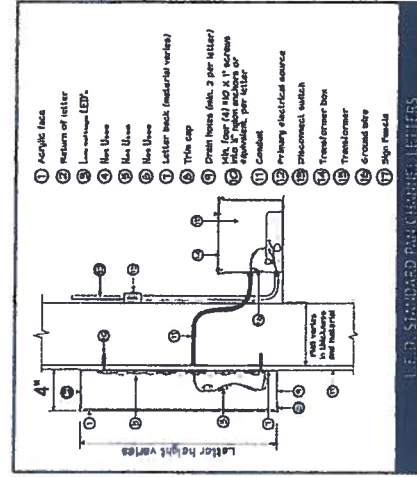
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LOS ANGELES DIVISION

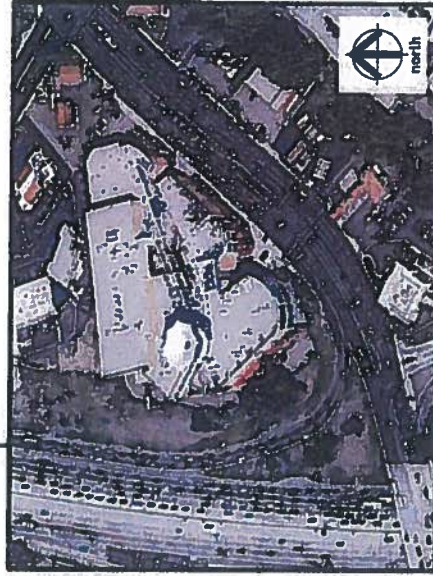
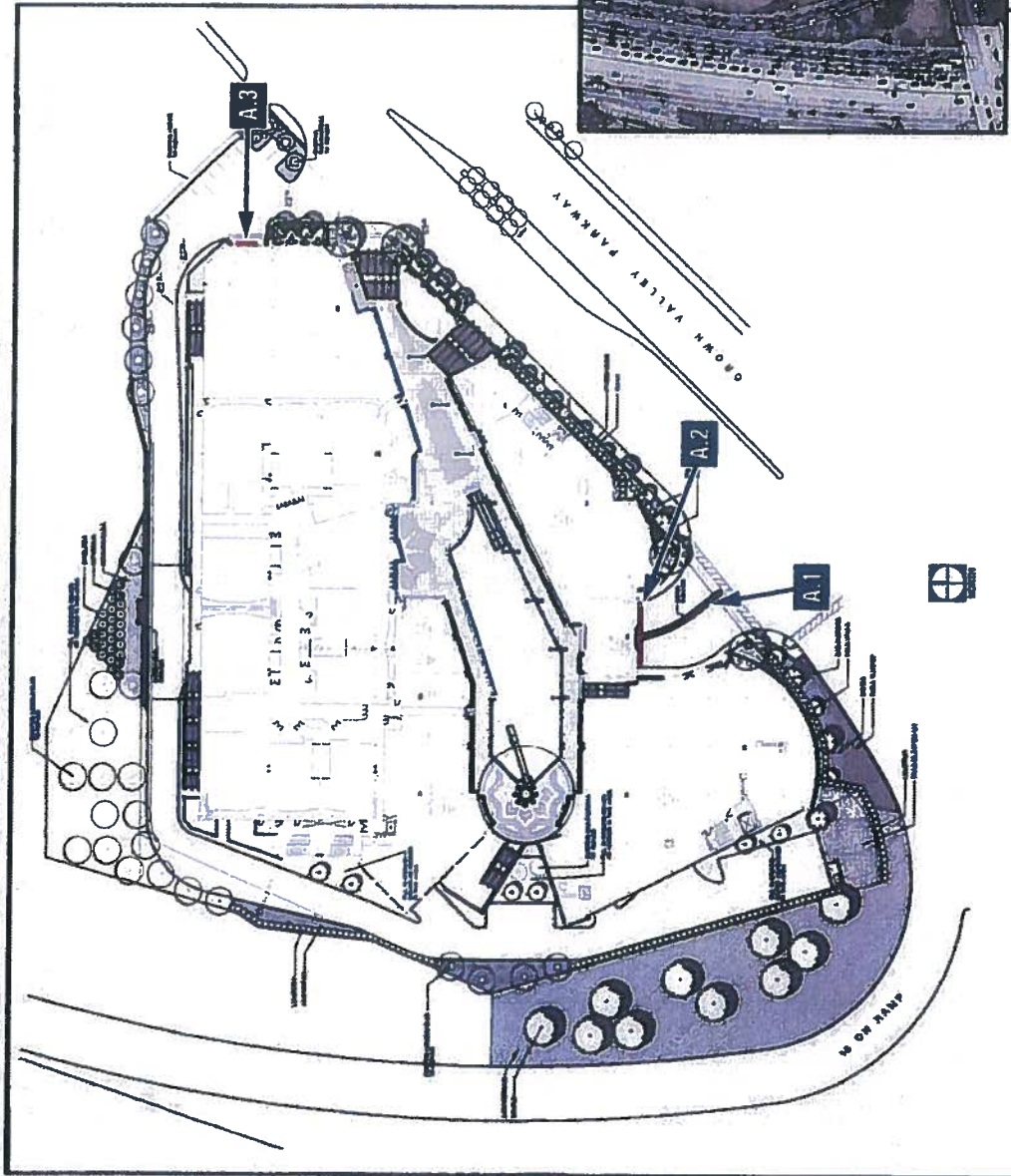
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KALEIDOSCOPE

Center Identification & Parking Entrance/Exit Sign Locations



SIGN
PROGRAM

KALEIDOSCOPE
27741 Crown Valley Pkwy
Mission Viejo, CA 92691

Center
Identification &
Parking
Entrance/Exit
Sign Locations

Signs:
A.1, A.2 & A.3

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Not to scale

Site Plan

Sheet 5 of 22

Center Identification Sign

Crown Valley Pkwy Entrance Identification Sign



Current Condition

SIGN
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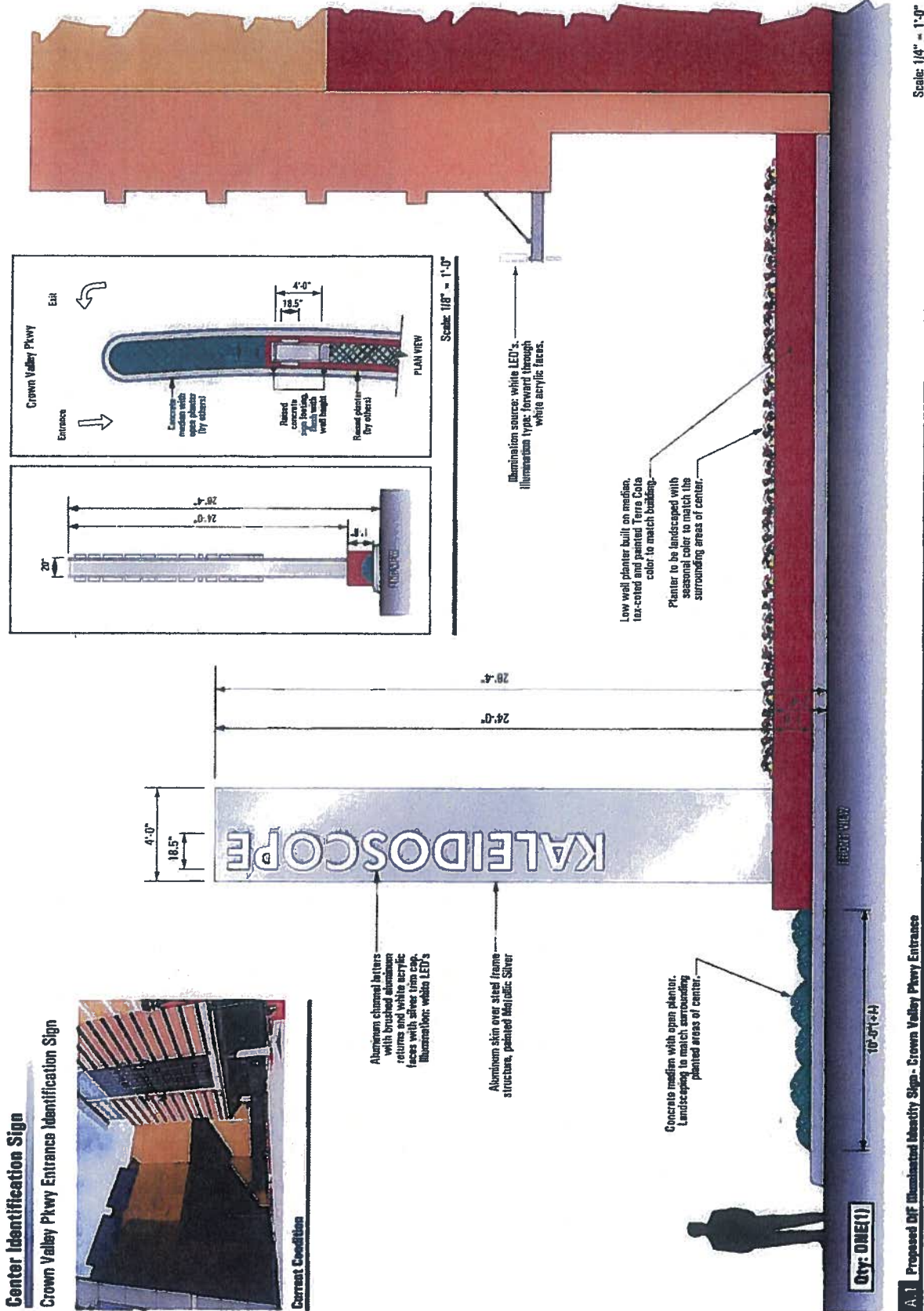
Center
Identification
Sign
Sign A.1

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A.1 Proposed ILL Illuminated Identify Sign - Crown Valley Pkwy Entrance

Crown Valley Pkwy Parking Entrance & Exit Signs



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SIGN
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Parking Entrance & Exit Signs

Signs A.2



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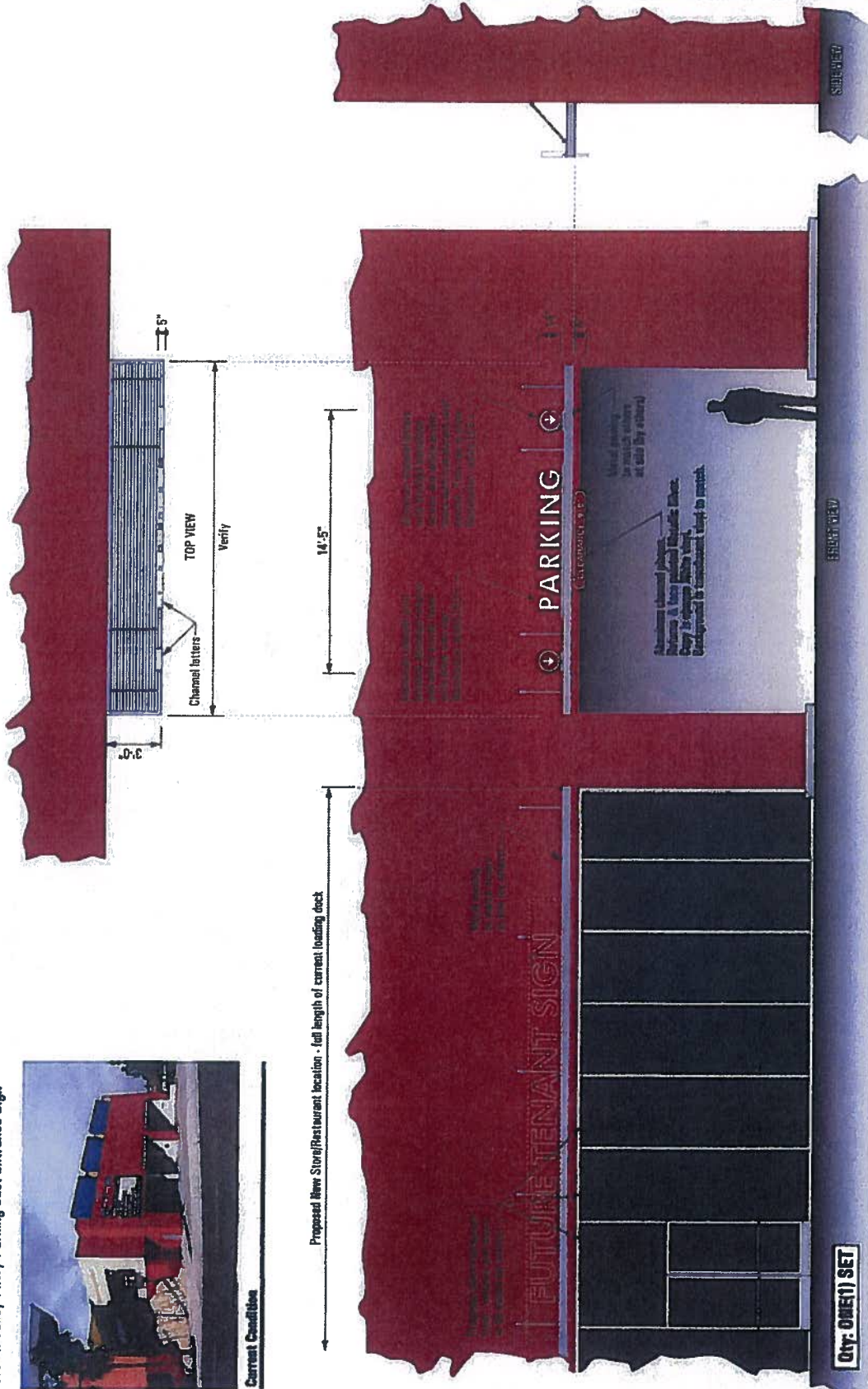
Parking Entrance Sign

Crown Valley Pkwy Parking East Entrance Sign



Current Condition

Proposed New Store/Restaurant location - full length of current loading dock



Scale: 3/16" = 1'-0"

A.3 Proposed SFP Illuminated Parking Entrance Sign - Crown Valley Pkwy East Entrance

SIGN PROGRAM

KALEIDOSCOPE

27741 Crown Valley Pkwy
Mission Viejo, CA 92681

Parking Entrance Sign
Sign A.3

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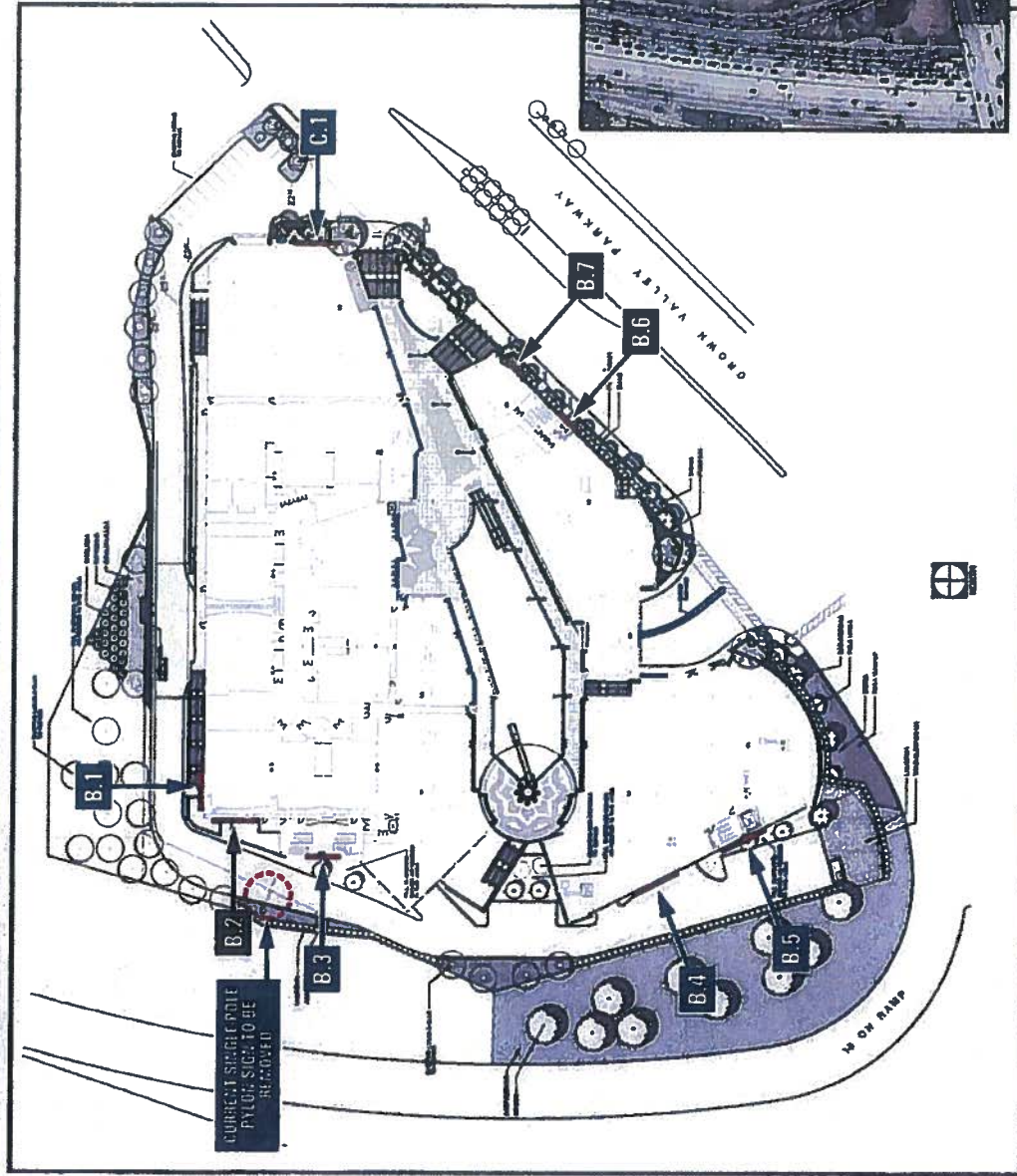
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KALEIDOSCOPE

In-City Signs - Ad Panels & LED Display Locations



SIGN
PROGRAM

KALEIDOSCOPE
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Mission Viejo, CA 92691

In-City Signs
Ad Panels /
LED Display
Locations

Signs:
B.1, B.2, B.3, B.4,
B.5, B.6, B.7 & C.1

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Sheet **9 of 22**

Not to scale

Site Plan

In-City Signs - Ad Panels & LED Displays

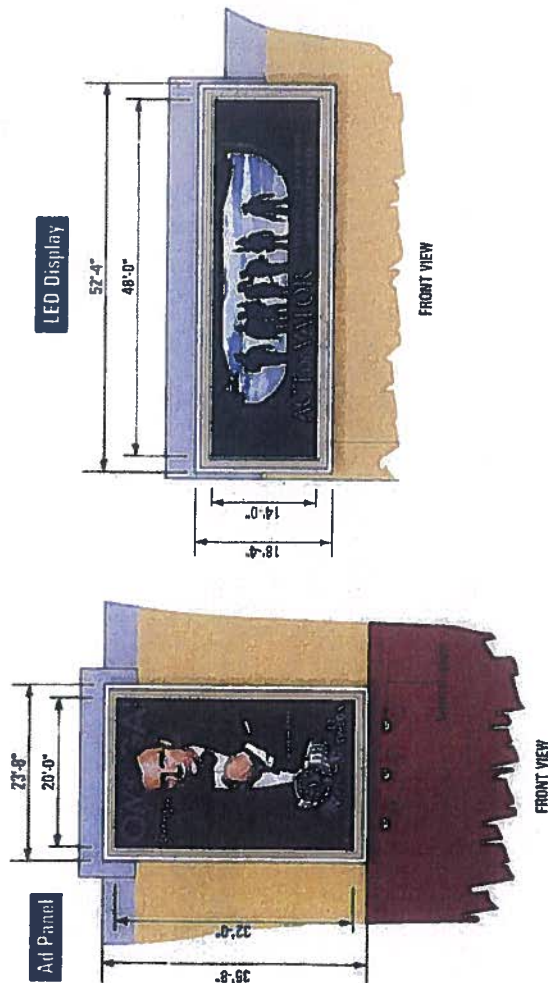
In-City Sign definition: A sign that is used to advertise any business conducted or services rendered or goods produced or sold within the City of Mission Viejo, regardless of whether that activity occurs on the lot upon which the sign is placed.

In-City Signs are also referred to in this sign program as either an Ad Panel or LED Display. Both of these sign types may be utilized on the building.

Ad Panel definition: A sign, consisting of an image which is applied to and made integral with a wall, or projected onto a wall or printed on vinyl, mesh or other material, and which does not comply with Section H111 of Appendix H of the California Building Code. Also known as a Supergraphic sign.

LED Display definition: A sign face, building face, and/or any building or structural component that displays still images, scrolling images, moving images, or flashing images, including video and animation, through the use of grid lights, cathode ray projection, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media or technology that is either independent of or attached to, integrated into, or projected onto a building or structural component, and that may be changed remotely through electronic means. Also known as a Digital Display sign or Electronic Message Center(EMC).

Typical Ad Panel & LED Display signs shown below:



Criteria / Sign Area

Maximum sign area for In-City Signs, both Ad Panels or LED Displays, are based on a percentage of each building elevations total square foot area. Total building elevation square footage is as follows:

North elevation = 27,520
West elevation = 34,200
South elevation = 25,200
East elevation = 7,960

Total sign area for all signs, which includes In-City signs and On-Site signs (see pages 12 thru 16 for details) combined may not exceed 30% of each building elevations total area. See below for specific percentage amounts per building elevation.

NORTH BUILDING ELEVATION:	
Linear width: 430'	B.1
Total Building Area: 27,520 sq. ft.	
MAXIMUM SIGN AREA:	
In-City Signs: 8,256 sq. ft. (combined total) = 15% max. area	
On-Site Signs: 3,202 sq. ft. (combined total) = 12% max. area	
Total Sign Area: 8,256 sq. ft. (In-City & On-Site Signs combined)	

WEST BUILDING ELEVATION:	
Linear width: 450'	B.2 B.3 B.4 & B.5
Total Building Area: 34,200 sq. ft.	
MAXIMUM SIGN AREA:	
In-City Signs: 5,166 sq. ft. (combined total) = 15% max. area	
On-Site Signs: 4,104 sq. ft. (combined total) = 12% max. area	
Total Sign Area: 10,260 sq. ft. (In-City & On-Site Signs combined)	

SOUTH BUILDING ELEVATION:	
Linear width: 420'	B.6 & B.7
Total Building Area: 25,200 sq. ft.	
MAXIMUM SIGN AREA:	
In-City Signs: 2,520 sq. ft. (combined total) = 10% max. area	
On-Site Signs: 5,040 sq. ft. (combined total) = 20% max. area	
Total Sign Area: 7,560 sq. ft. (In-City & On-Site Signs combined)	

EAST BUILDING ELEVATION:	
Linear width: 164'	C.1
Total Building Area: 7,960 sq. ft.	
MAXIMUM SIGN AREA:	
In-City Signs: 1,152 sq. ft. (combined total) = 15% max. area	
On-Site Signs: 1,274 sq. ft. (combined total) = 16% max. area	
Total Sign Area: 2,388 sq. ft. (In-City & On-Site Signs combined)	

SIGN PROGRAM

KALEIDOSCOPE
27741 Crown Valley Pkwy
Mission Viejo, CA 92691

In-City Signs

Ad Panels / LED Display Criteria

Signs:

B.1, B.2, B.3, B.4, B.5, B.6, B.7 & C.1



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SIGN PROGRAM

KALIDOSCOPE
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In-City Signs
Ad Panel / LED
Display Locations
& Details

Sign: B.2, B.3,
B.4 & B.5



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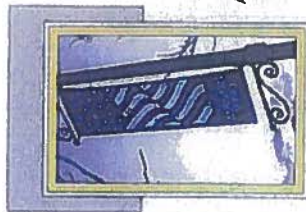


B.4 & B.5

AD AREA:
30'w x 40't
AREA: 1,200 sq. ft.

Qty: TWO(2)

Scale: 1/16" = 1'-0"



B.3

AD AREA:
20'w x 32't
AREA: 640 sq. ft.

Qty: ONE(1)

NOTE: TYPICAL
CITY OF MISSION VIEJO
AD SHOWN



B.2

NOTE: TYPICAL MONTAGE AD SHOWN
AD AREA:
60'w x 20't
AREA: 1,200 sq. ft.

Qty: ONE(1)

Proposed Ad Panel / LED Display's

WEST BUILDING ELEVATION:
Linear width: 450'
Total Building Area: 34,200 sq. ft.
MAXIMUM SIGN AREA:
In-City Signs: 8,156 sq. ft. (combined total) - 18% max. area
On-Site Signs: 4,104 sq. ft. (combined total) - 12% max. area
Total Sign Area: 10,260 sq. ft. (In-City & On-Site Signs combined)

450' Building Frontage



WEST ELEVATION

SCALE: 1/32" = 1'-0"

Kalidoscope Building Paint Color Palette

- Current paint color
- Current paint color
- Current paint color
- Current paint color
- Current paint color

SIGN PROGRAM

KALEIDOSCOPE
27741 Crown Valley Pkwy
Mission Viejo, CA 92691

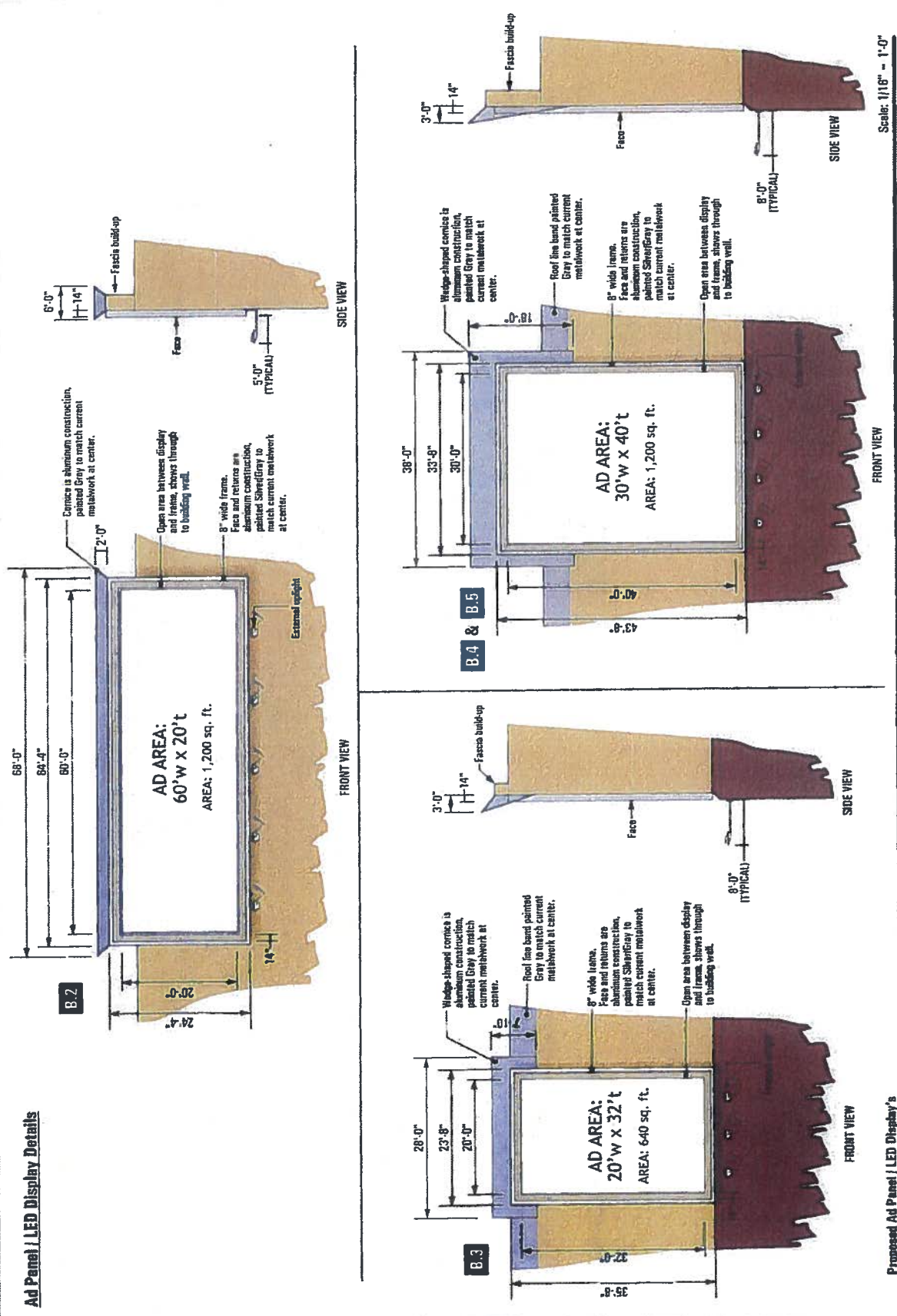
In-City Signs

Ad Panel / LED Display Details

Sign: B.2, B.3, B.4 & B.5

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Scale: 1/16" = 1'-0"

Proposed Ad Panel / LED Display's
Note: Ad Panel's have External Uplight Illumination

On-Site Signs - Tenant Signs

On-Site Sign definition: A sign that is used to advertise business conducted or services rendered or goods produced or sold on the lot upon which it is placed.

On-Site Signs are also referred to in this sign program as Tenant signs.

Tenant Signs

Store Front / Interior Signs:

Quantity: Each tenant must have one (1) main identification sign over or near the front entrance of their store location.

Sign Area: Sign area available shall be calculated at one (1) square foot maximum of sign area per each three foot of leasehold frontage.

Sign Length: Sign length on any given elevation shall not exceed 75% of the leasehold frontage of that elevation or architectural feature, metal awning or other, on which the sign is located.

Street or Freeway Elevations / Exterior Signs:

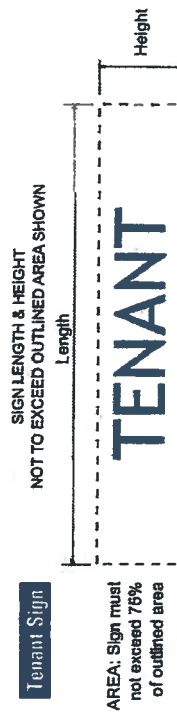
Quantity: Each tenant is allowed one (1) to four (4) maximum identification signs on the exterior building elevations. Quantity is based on tenants total lease space/square footage and store location in the building. Typically one (1) sign per tenant per elevation is allowed. However in the case of the West elevation two (2) signs are allowed if they are both located on opposite sides of the same diagonally oriented building bump out since these elevations face in two different directions. Due to the unique layout of Kaleidoscope and available space and locations of the exterior building walls the property owner/management company must approve any and all signs proposed. Total tenant signs allowed is ultimately up to the discretion of the property owner/management company.

Sign Area: Sign must not exceed 75% of outlined area designated for TENANT space shown in each location on the building elevations.

Sign Length: Sign length must not exceed outlined area designated for TENANT shown in each location on the building elevations.

Sign Height: Sign height must not exceed outlined area designated for TENANT shown in each location on the building elevations.

Typical Tenant sign area shown below:



Criteria / Sign Area

Maximum sign area for On-Site Signs are based on a percentage of each building elevations total square foot area. Total building elevation square footage is as follows:

North elevation = 27,520
West elevation = 34,200
South elevation = 25,200
East elevation = 7,960

Total sign area for all signs, which includes In-City signs and On-Site signs (see pages 18 thru 23 for details) combined may not exceed 30% of each building elevations total area. See below for specific percentage amounts per building elevation.

	N.1	thru	N.2
NORTH BUILDING ELEVATION:			
Linear width: 430'			
Total Building Area: 27,520 sq. ft.			
MAXIMUM SIGN AREA:			
In-City Signs: 4,854 sq. ft. (combined total) - 18% max. area			
On-Site Signs: 3,022 sq. ft. (combined total) - 12% max. area			
Total Sign Area: 8,256 sq. ft. (In-City & On-Site Signs combined)			

	W.1	thru	W.13
WEST BUILDING ELEVATION:			
Linear width: 450'			
Total Building Area: 34,200 sq. ft.			
MAXIMUM SIGN AREA:			
In-City Signs: 8,156 sq. ft. (combined total) - 18% max. area			
On-Site Signs: 4,705 sq. ft. (combined total) - 12% max. area			
Total Sign Area: 10,260 sq. ft. (In-City & On-Site Signs combined)			

	S.1	thru	S.20
SOUTH BUILDING ELEVATION:			
Linear width: 420'			
Total Building Area: 25,200 sq. ft.			
MAXIMUM SIGN AREA:			
In-City Signs: 2,520 sq. ft. (combined total) - 10% max. area			
On-Site Signs: 5,040 sq. ft. (combined total) - 20% max. area			
Total Sign Area: 7,560 sq. ft. (In-City & On-Site Signs combined)			

	E.1	thru	E.10
EAST BUILDING ELEVATION:			
Linear width: 160'			
Total Building Area: 7,960 sq. ft.			
MAXIMUM SIGN AREA:			
In-City Signs: 1,114 sq. ft. (combined total) - 14% max. area			
On-Site Signs: 1,274 sq. ft. (combined total) - 16% max. area			
Total Sign Area: 2,388 sq. ft. (In-City & On-Site Signs combined)			

SIGN PROGRAM

KALEIDOSCOPE
27741 Crown Valley Pkwy
Mission Viejo, CA 92681

On-Site Signs

Tenant Sign Criteria

Signs:
N.1 thru N.2
W.1 thru W.13
S.1 thru S.20
E.1 thru E.10



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SIGN PROGRAM

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On-Site Signs

Tenant Locations

Signs: N.1 & N.2



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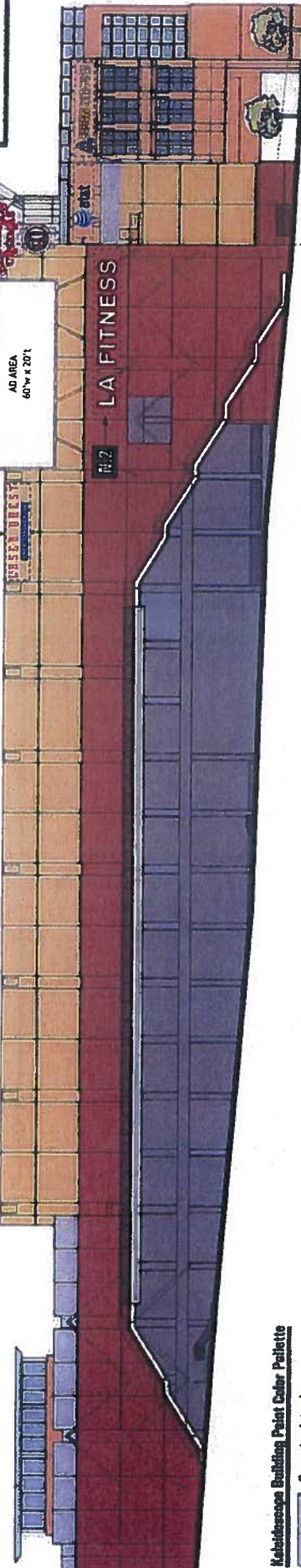
Scale: 1/16" = 1'-0"

Current & Proposed Tenant signs

NORTH BUILDING ELEVATION:
Linear width: 430'
Total Building Area: 27,520 sq. ft.
MAXIMUM SIGN AREA:
In-City Signs: 4,854 sq. ft. (combined total) - 18% max. area
On-Site Signs: 3,302 sq. ft. (combined total) - 12% max. area
Total Sign Area: 8,256 sq. ft. (In-City & On-Site Signs combined)

4.30' Building Frontage

N.1



Kaleidoscope Building Paint Color Palette

- Current paint color
- Current paint color
- Current paint color
- Current paint color
- Current paint color

NORTH ELEVATION

SCALE: 1/32" = 1'-0"

SIGN PROGRAM

KALEIDOSCOPE
27741 Crown Valley Pkwy
Mission Viejo, CA 92691

On-Site Signs

Tenant Locations

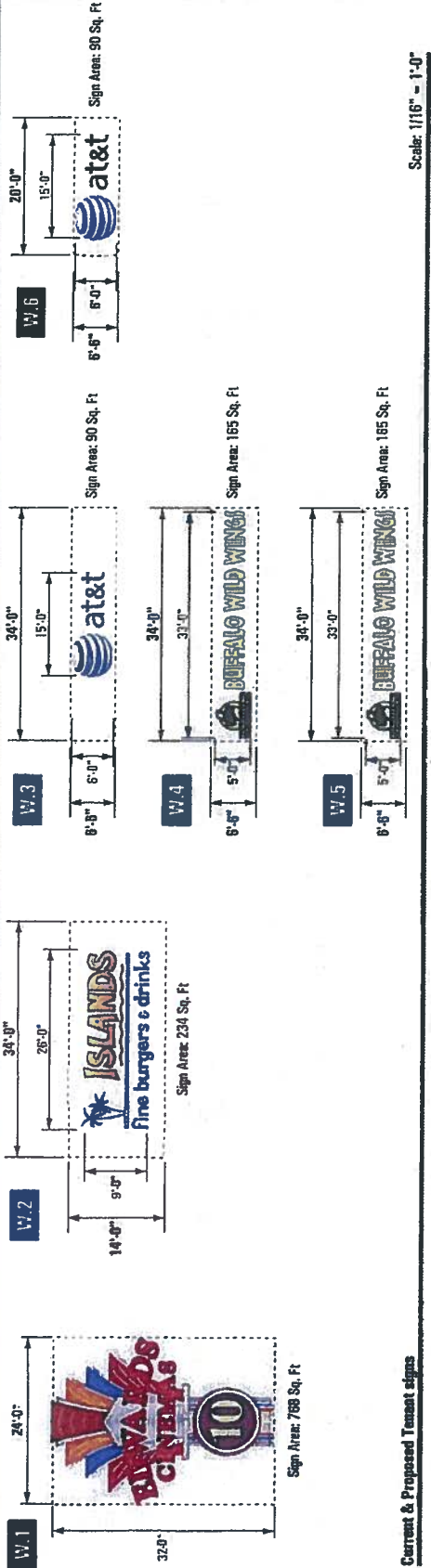
Signs: W.1 & W.13



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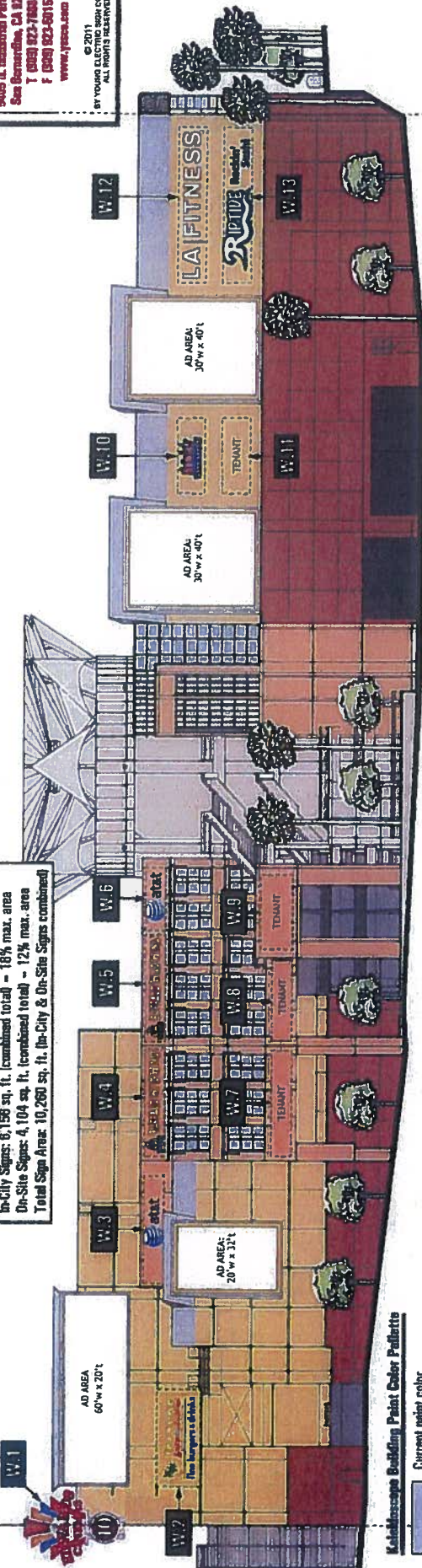
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Current & Proposed Tenant signs

WEST BUILDING ELEVATION:
Linear width: 450'
Total Building Area: 34,200 sq. ft.
MAXIMUM SIGN AREA:
In-City Signs: 6,156 sq. ft. (combined total) ~ 18% max. area
On-Site Signs: 4,104 sq. ft. (combined total) ~ 12% max. area
Total Sign Area: 10,260 sq. ft. (In-City & On-Site Signs combined)

450' Building Frontage



Kaleidoscope Building Paint Color Palette

- Current paint color
- Current paint color
- Current paint color
- Current paint color
- Current paint color

WEST ELEVATION

SCALE 1/32" = 1'-0"

**SIGN
PROGRAM**

KALEIDOSCOPE
27741 Crown Valley Pkwy
Mission Viejo, CA 92691

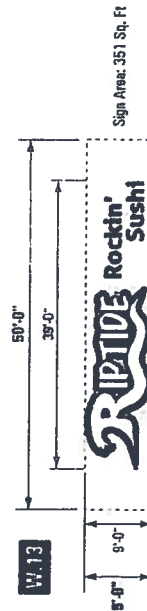
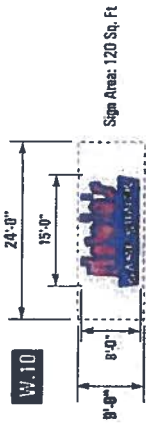
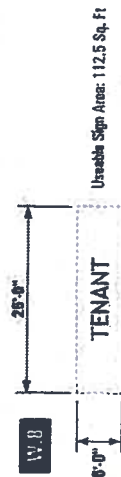
On-Site Signs
Tenant Locations
Signs: W.1 & W.13
- Continued -

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Current & Proposed Tenant signs, including future Tenant sign areas

Scale: 1/16" = 1'-0"

SIGN PROGRAM

KALEIDOSCOPE
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On-Site Signs

Tenant Locations

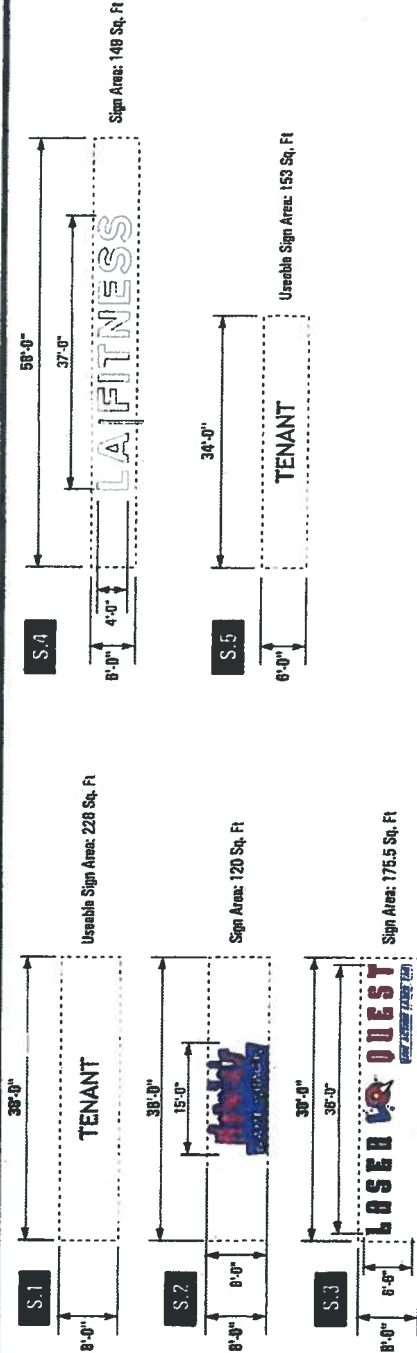
Signs: S.1 & W.20



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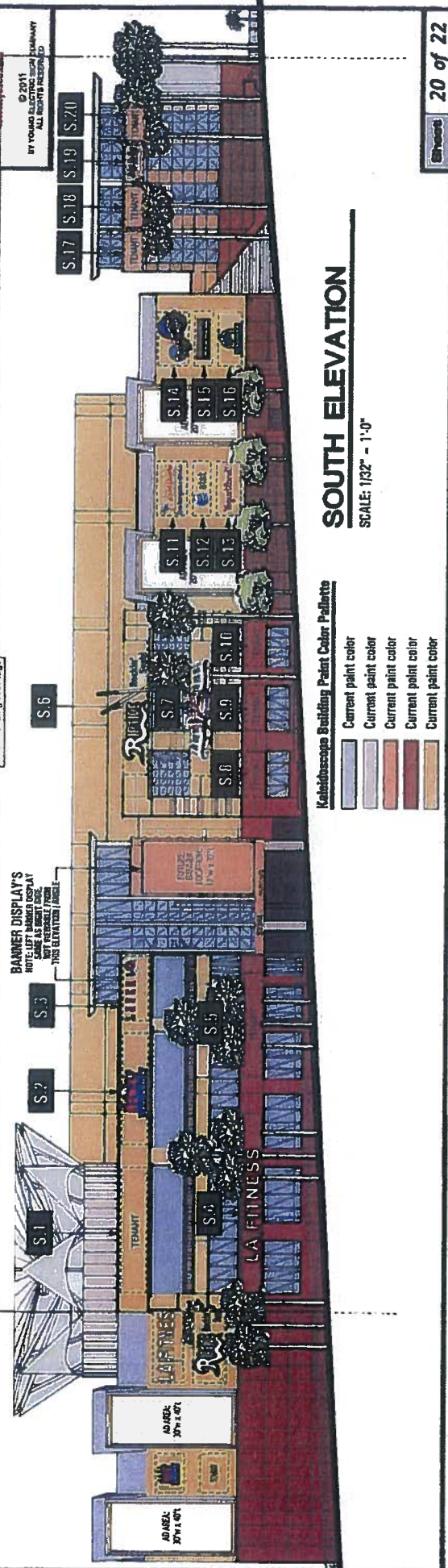
Scale: 1/16" = 1'-0"

Current & Proposed Tenant signs, including future Tenant sign areas

SOUTH BUILDING ELEVATION
Linear width: 420'
Total Building Area: 25,200 sq. ft.
MAXIMUM SIGN AREA:
In-City Signs: 2,520 sq. ft. (combined total) = 10% max. area
On-Site Signs: 5,040 sq. ft. (combined total) = 20% max. area
Total Sign Area: 7,560 sq. ft. (In-City & On-Site Signs combined)

420' Building Frontage

BANNER DISPLAYS
NOTE: LEFT BANNER DISPLAY
SAME AS RIGHT BANNER
DISPLAY
THIS ELEVATION / ANGLE



Kaleidoscope Building Paint Color Palette

- Current paint color
- Current paint color
- Current paint color
- Current paint color
- Current paint color

SIGN PROGRAM

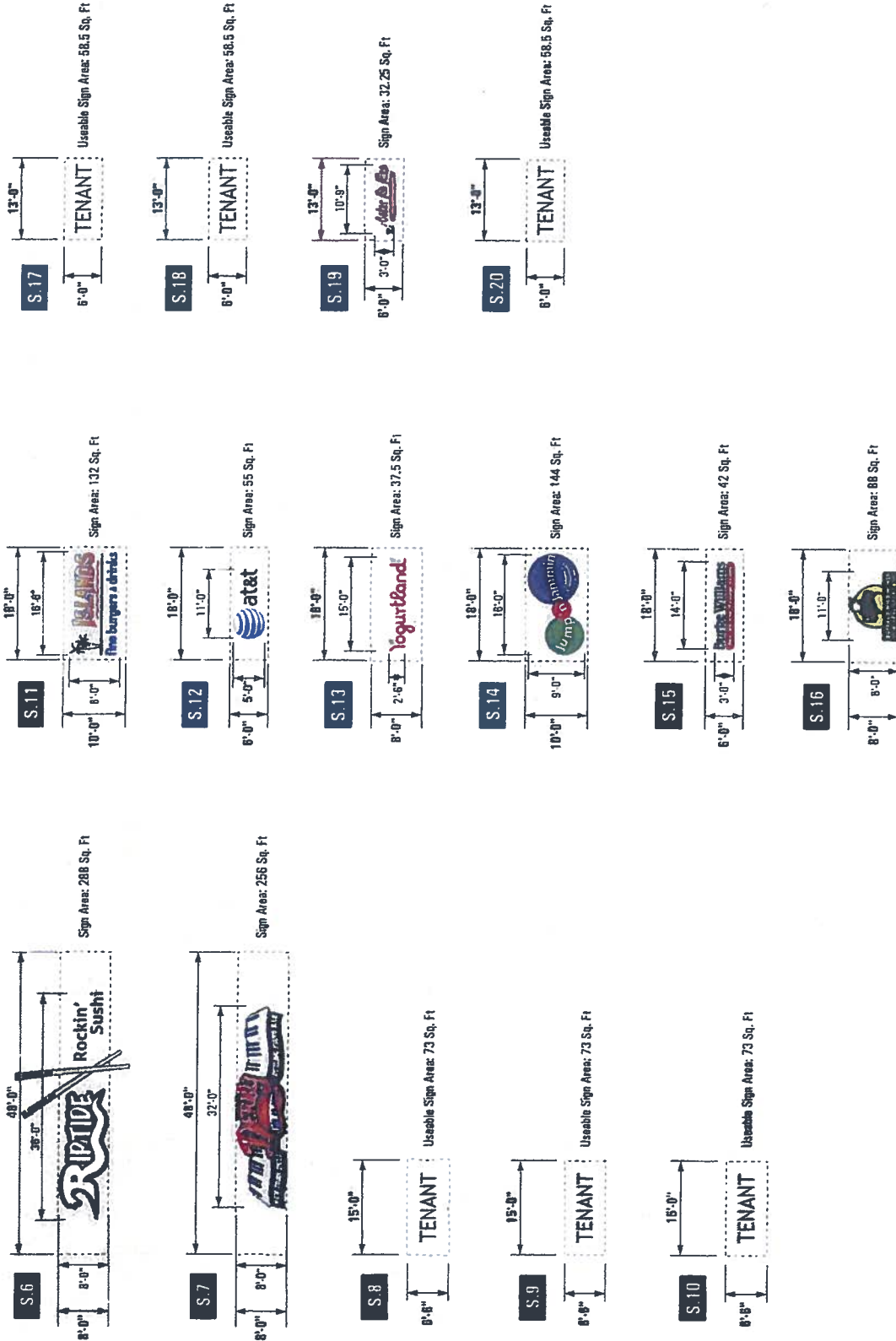
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On-Site Signs
Tenant Locations
Signs: S.1 & S.20
-Continued -

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Scale: 1/16" = 1'-0"

Current & Proposed Tenant signs, including future Tenant sign areas

SIGN PROGRAM

KALEIDOSCOPE
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Mission Viejo, CA 92691

On-Site Signs

Tenant Locations

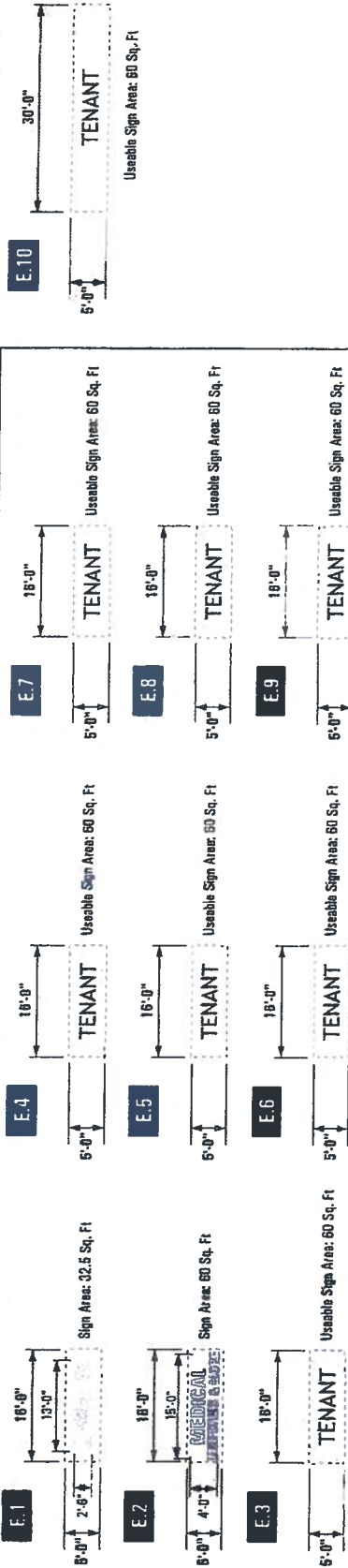
Signs: E.1 & E.10



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Sign type: **ONLY** forward illuminated channel letters will be allowed.
Font style: Swiss 721 BkCh BT or equivalent in Helvetica font style.
Material type: Face: white acrylic with silver trim cap.
Returns: 5" deep with Brushed Silver finish.
Illumination: white LED's.



Scale: 1/16" = 1'-0"

Current & Proposed Tenant signs, including future Tenant sign areas



EAST ELEVATION

SCALE: 1/32" = 1'-0"

Kaleidoscope Building Paint Color Palette

- Current paint color
- Current paint color
- Current paint color
- Current paint color
- Current paint color

EAST BUILDING ELEVATION:
Linear width: 184'
Total Building Area: 7,960 sq. ft.
MAXIMUM SIGN AREA:
In-City Signs: 1,114 sq. ft. (combined total) = 14% max. area
On-Site Signs: 1,274 sq. ft. (combined total) = 16% max. area
Total Sign Area: 2,388 sq. ft. (In-City & On-Site Signs combined)

ATTACHMENT A

Sign Permit Application

Project Description:

The Applicant is requesting a Sign Permit, pursuant to the Central Business Sign District, to permit the installation and maintenance of eight In-City Signs and forty-seven On-Site Signs, as depicted in the attached site plans and elevations (the "Project"), on the existing shopping center (the "Building") located at 27741 Crown Valley Parkway (the "Site") in the City of Mission Viejo, California (the "City"). The Site is located east of Interstate 5 and north of Crown Valley Parkway. The Site is located within an urban setting and there are no scenic resources on or adjacent to the Site.

The West Elevation of the Building will include four In-City Signs comprised of Digital Displays of the following dimensions: one 60 feet wide by 20 feet tall sign, one 20 feet wide by 32 feet tall sign and two 30 feet wide by 40 feet tall signs. The West Elevation of the Building will also include 13 On-Site Signs comprised of static Wall Signs that range from 15 feet wide by 6 feet tall to 24 feet wide by 32 feet tall, for a total of 4,104 square feet of On-Site Signs.

The South Elevation of the Building will include two In-City Signs comprised of Digital Displays that are both 20 feet wide by 32 feet tall. The South Elevation of the Building will also include 22 On-Site Signs comprised of static Wall Signs that range from 15 feet wide by 2.5 feet tall to 36 feet wide by 8 feet tall, for a total of 5,040 square feet of On-Site Signs.

The East Elevation of the Building will include one In-City Sign comprised of a Digital Display that is 48 feet wide by 14 feet tall. The East Elevation of the Building will also include 10 On-Site Signs comprised of static Wall Signs that range from 13 feet wide by 2.5 feet tall to 30 feet wide by 5 feet tall, for a total of 1,274 square feet of On-Site Signs.

The North Elevation of the Building will include one In-City Sign comprised of a Digital Display that is 60 feet wide by 20 feet tall. The North Elevation of the Building will also include 2 On-Site Signs comprised of static Wall Signs that are 29 feet wide by 6 feet tall and 46.2 feet wide by 5 feet tall, for a total of 3,302 square feet of On-Site Signs.

The Project has been designed to blend into the architecture of the Building and utilize complementary materials. The signs will be located on the walls of the Building and will be framed with complementary materials designed to highlight the Building's architecture. The lighting for the signs will be shielded to limit the glare on neighboring parcels.

Findings:

1. *All existing and proposed signs do not have a substantial adverse effect on a scenic vista, do not substantially damage scenic resources, do not substantially degrade the existing visual quality of the site or its surroundings and do not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.*

The Project will not have a substantial adverse effect on a scenic vista, will not substantially damage scenic resources, will not substantially degrade the existing visual quality of the site or its surroundings and will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The Site is located in an urbanized setting. There are not scenic vistas or scenic vistas adjacent to or in the vicinity of the Site. Additionally, the signs are located on the walls of an existing structure and, therefore, would not block any views from public right of ways. The lighting for the proposed signs will be shielded to prevent glare on neighboring parcels.

2. *All proposed signage complies with the applicable regulations found in Sections 5 and 7 of the Crown Valley Sign District Ordinance.*

All of the proposed signage complies with the applicable regulations found in Sections 5 and 7 of the Crown Valley Sign District Ordinance. Specifically, the Project complies with the Maximum Permitted Combined Sign Area. The West Elevation is allowed 10,260 sq. ft. of combined sign area; the Project includes 7,061.5 sq.ft. on the West Elevation. The South Elevation is allowed 7,560 sq. ft. of combined sign area; the Project includes 3,590.5 sq.ft. on the South Elevation. The East Elevation is allowed 2,388 sq. ft. of combined sign area; the Project includes 1,184.5 sq.ft. on the East Elevation. The North Elevation is allowed 8,256 sq. ft. of combined sign area; the Project includes 1,605 sq.ft. on the North Elevation. Additionally, the Project complies with the standards for Digital Displays and Wall Signs established in Section 7 of the Crown Valley Sign District.

3. *That the project incorporates mitigation measures, monitoring measures when necessary, or alternatives identified in any applicable environmental review which would mitigate the negative environmental effects of the project, to the extent physically feasible.*

The Project includes all applicable mitigation measures.

4. *All existing and proposed signs are appropriately scaled to the architectural character of all buildings and structures on the lot.*

The walls of the Building are currently large, mostly empty spaces. The signage has been designed to work in conjunction with the paint colors and architectural features to break up the empty space, which creates the perception of articulation. The Project includes signs that are large enough to fit within the context of the Building's large walls without overwhelming the architecture.

5. *All existing and proposed signs result in a complementary enhancement to the architecture on the lot.*

The Project includes framing and architectural details around the signs that not only fit in with the Building, but also enhance the architecture by creating the impression of articulation in what are otherwise large, mostly empty spaces.

6. *All existing and proposed signs result in a visually uncluttered appearance.*

The Project proposes to include adequate space between the signs to ensure a visually uncluttered appearance. Additionally, the Project complies with the Maximum Combined Sign Area requirement, which is intended to prevent visual clutter. As noted above, the walls of the Building are very large, which ensures there is adequate space to ensure the Project remains visually uncluttered.

INITIAL STUDY QUESTIONNAIRE
CITY OF MISSION VIEJO
COMMUNITY DEVELOPMENT DEPARTMENT
(To be completed by applicant)

(Staff Use)
Project Number(s):

This form will not be processed until it is completely filled out. If you have questions, call 949/470-3053.

A. GENERAL INFORMATION

Project Applicant (Owner):

Crown Valley Holdings, LLC

Name

Attn: Colby Dumin

Address

27741 Crown Valley Parkway, Mission Viejo, CA 92691

(949) 582-1948

Phone Number

Project Representative (Agent):

Phillip Tate

Name

c/o Sheppard Mullin

Address

333 South Hope Street, 43rd Floor, Los Angeles, CA 90071

213-617-5575

Phone Number

1. Action requested and project name with brief description: Sign Permit to permit On-Site and In-City Signs on walls of existing shopping center.
- 2a. Street location of project: 27741 Crown Valley Parkway
- 2b. Assessor Parcel number(s): 76111116 Tract/Lot number: _____
- 3a. Present use of site: Shopping Center
- 3b. Previous use of site or structure: Shopping Center
- 3c. Proposed use of site (project for which this form is filed): On-Site Signs and In-City Signs
4. Please list all previous cases (if any) related to this project: N/A
5. Other related permit/approvals required for this project, including those required by other city, regional, state and federal agencies. Specify type and granting agency: Outdoor Advertising Act Permit from Caltrans.
6. Are you planning future phases of this project? Y ☒ (circle) If yes, explain:
No
7. Gross square footage of floor area, by type of use proposed (if more than one building, give square footage of each): Will not change as a result of this project
8. Square feet of ground coverage: Will not change as a result of this project
9. Number of floors, including basement if any: Will not change as a result of this project

10. Number of off-street parking spaces provided: Will not change as a result of this project

11. Water and sewer services: Domestic Water Public Sewers
Does service exist at site? (Y) N (Y) N
(circle) (circle)

Residential Projects:

12. Number, type, and size of units: N/A

13. Schools:
What school district(s) serves the property? N/A

Are existing school facilities adequate to meet project needs? (Y) N (circle)

If not, what provisions will be made for additional classrooms? _____

Non-Residential Projects:

14. Distance to nearest residential use or sensitive use (school, hospital, etc.): 1,200+

15. Number and floor area of building: Will not change as a result of this project

16. Number of employees and shifts: Will not change as a result of this project

17. Maximum employees per shift: Will not change as a result of this project Operating hours: Will not change as a result of this project

18. Timing, type and number of deliveries: Will not change as a result of this project

Identify any: End products: Advertising signs

Waste products: Minimal construction waste

Means of disposal: All waste will be disposed of in the manner required by Code

19. Do project operations use, store, or produce hazardous substances such as oil, pesticides, chemicals, paints, or radioactive materials? Y (N) (circle)

If yes, explain: _____

20. Identify any flammable, reactive, or explosive materials to be located on-site: No

21. Will delivery or shipment trucks travel through residential areas to reach the nearest highway? Y (N)
If yes, explain: _____

B. ENVIRONMENTAL INFORMATION

1. Environmental Setting - Project Site
Describe:

- a. Existing use/structures Shopping center
- b. Topography/slopes Previously graded - will not change
- c.* Vegetation N/A
- d.* Animals N/A
- e.* Watercourses N/A
- f. Cultural/historical resources None
- g. Other N/A

2. Environmental Setting - Surrounding Area

- a. existing uses/structures (types, densities) Commercial uses, freeway
- b. Topography/slopes Previously graded, some slopes
- c.* Vegetation N/A
- d.* Animals N/A
- e.* Watercourses N/A
- f. Cultural/historical resources None
- g. Other N/A

*Answers are not required if the area does not contain natural, undeveloped land.

- 3. Are there any major trees on the site, including oak trees? Y (N) (circle)
If yes, type and number: _____
- 4. Will any natural watercourses, surface flow pattern, etc., be changed through project development?
Y (N) (circle) If yes, explain: _____
- 5. Will the project result in any changes in scenic views or vistas from existing residential areas or public lands or roads? Y (N) (circle) If yes, explain: _____
- 6. Grading:
Will the project require grading? Y (N) (circle)

If yes, how many cubic yards? _____

Will it be balanced on site? Y N (circle) _____

If not balanced, where will dirt be obtained or deposited? _____

7. Are there any identifiable landslides or other major geologic hazards on the property (including uncompacted fill)? Y N (circle) If yes, explain: _____

8. Is the property located within a high fire hazard area (hillsides with moderately dense vegetation)? Y N (circle) Distance to the nearest fire station: _____

9. Noise:
Existing noise sources at site: Shopping center
Noise to be generated by project: None

10. Fumes:
Odors generated by project: None

Could toxic fumes be generated? No

11. What energy-conserving designs or material will be used? The digital displays will be energy efficient to the extent feasible.

12. Water quality:

Could the proposed project result in an increase in pollutant discharges to receiving waters? Consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical storm water pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash). No

Could the proposed project result in significant alteration of receiving water quality during or following construction? No

Could the proposed project result in increased impervious surfaces and associated increased runoff? No

Could the proposed project create a significant adverse environmental impact to drainage patterns due to changes in runoff flow rates or volumes?
No

Could the proposed project result in increased erosion downstream? No

Is the project tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired? No

Is project tributary to other environmentally sensitive areas? If so, can it exacerbate already existing sensitive conditions? No

Could the proposed project have a potentially significant environmental impact on surface water quality to either marine, fresh, or wetland waters? No

Could the proposed project have a potentially significant adverse impact on ground water quality? No

Could the proposed project cause or contribute or exceed applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses? No

Can the project impact aquatic, wetland, or riparian habitat? No

CERTIFICATION:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

4-13-12 Cathy W. Derr
Date Signature
For: Crown Valley Holdings, LLC

Revised 4/1/02

ORDINANCE NO. 2012-XXX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MISSION VIEJO ADDING A NEW DIVISION 4 TO CHAPTER
9.29 OF TITLE 9 TO THE MISSION VIEJO MUNICIPAL CODE
ALLOWING THE CREATION OF SIGN DISTRICTS.**

WHEREAS, the City Council of the City of Mission Viejo recognizes that the City's current monolithic approach to sign regulation puts businesses within the City at an economic disadvantage compared to businesses located in other cities with more flexible sign regulations that are tailored to the unique geographic areas within the city. This disadvantage results in lower revenues for the City from sales, real property and use taxes as well as underutilized commercial developments that increase blight and demand for City services.

WHEREAS, AB 1X 26, a trailer bill to the 2011-12 California budget that was approved by both houses of the Legislature on June 15, 2011, signed by the Governor on June 28, 2011, chaptered on June 29, 2011 and upheld by the California Supreme Court on December 29, 2011, eliminated all redevelopment agencies in the state of California, including the Community Development Agency of the City of Mission Viejo ("CDA"). The CDA helped to enable redevelopment projects within the City that served as a catalyst for economic development. Now that the CDA has been eliminated, the City Council has determined that it would benefit the health, welfare and safety of the residents of the City of Mission Viejo to find a means of replacing the investment the CDA facilitated. The City Council has concluded that modernizing the City's sign regulations to allow unique and vibrant signage, where appropriate, would both attract investment in transformative redevelopment projects and attract visitors and their discretionary spending into the City, thereby filling the void created by the dissolution of the CDA.

WHEREAS, a tailored approach to sign regulations would improve the economic health of the City's commercial districts while protecting the character and charm of residential neighborhoods.

NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1. Division 4 of Chapter 9.29 of Title 9 of the Mission Viejo Municipal is hereby added to read as follow:

Sign Districts.

Sections.

9.29.405	Purpose.
9.29.410	Establishment of Districts.
9.29.415	Development Regulations.

ATTACHMENT 5

9.29.420 Administration.

Section 9.29.405. Purpose.

This section sets forth procedures, guidelines and standards for the establishment of "SN" Sign Districts in areas of the City, the unique characteristics of which can be enhanced by the imposition of special sign regulations designed to enhance the theme or unique qualities of that district, or which serve some other municipal purpose, such as economic development or the elimination of blight through a sign reduction program.

Section 9.29.410. Establishment of Districts.

The procedures set forth in Chapter 9.51 shall be followed, however each "SN" Sign District shall not include properties in the Residential, Open Space or Recreation Zones. No "SN" Sign District shall contain less than one block or three acres in area, whichever is the smaller. The total acreage in the district shall include contiguous parcels of land which may only be separated by public streets, ways or alleys, or other physical features, or as set forth in the rules approved by the Planning Manager. Precise boundaries are required at the time of application for or initiation of an individual district.

Section 9.29.410. Development Regulations.

Building Services shall not issue a building permit for a sign within a "SN" Sign District unless the sign conforms to the regulations set forth in a specific "SN" Sign District ordinance. The development regulations for each "SN" Sign District shall be determined at the time the district is established. The ordinance establishing the "SN" Sign District may be less restrictive or more restrictive than the sign regulations set forth in Divisions 1-3 of this chapter, and as such may allow signs expressly prohibited by those divisions, including off-site signs and electronic reader boards. However, the regulations for a "SN" Sign District cannot supersede the regulations of a legally-adopted specific plan or zoning regulation needed to implement the provisions of an approved development agreement.

Section 2. The terms of this Ordinance shall supersede any previous resolutions of this City Council or other City Council policies which may be in conflict or inconsistent with the terms of this Ordinance.

Section 3. The City Clerk of the City of Mission Viejo shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

Section 4. If any section, subsection, sentence, clause, phrase, word or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Mission Viejo hereby declares that it would have

passed and adopted this Ordinance and each and all provisions thereof, irrespective of the fact that one or more of said provisions may be declared to be invalid and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 5. The City Council hereby finds that this Ordinance is not subject to the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) as it can be seen with certainty that this Ordinance's enactment will not have a significant effect on the environment.

PASSED, APPROVED and ADOPTED this ____ day of _____, 201__.

Frank Ury, Mayor

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF MISSION VIEJO)

I, Karen Hamman, City Clerk of the City of Mission Viejo, do hereby certify that the foregoing Ordinance 12-~~XXX~~ was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, 2012, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2012 by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

ATTEST:

Karen Hamman, City Clerk

APPROVED AS TO FORM:

William P. Curley, City Attorney

ORDINANCE NO. 2012-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO ESTABLISHING THE CENTRAL BUSINESS SIGN DISTRICT.

WHEREAS, the commercial districts along Interstate 5 in the City of Mission Viejo are unique in that they serve as a gateway for the City and can be used both to attract visitors and to attract investment in the City.

WHEREAS, businesses within the City are put at a competitive disadvantage relative to similar businesses located in nearby communities that have adopted more commercially current sign codes. As a result, neighboring jurisdictions are better positioned to attract capital investment and discretionary spending away from the City, which impairs the City's ability to generate revenues from sales, real property and use taxes.

WHEREAS, the Community Development Agency of the City of Mission Viejo, which had been a tool for attracting investment and fighting blight within the City, was eliminated in 2011 pursuant to AB 1X 26, a trailer bill to the 2011-12 California budget.

WHEREAS, the City Council of the City of Mission Viejo has determined that creating a sign district encompassing the commercial districts along Interstate 5 would benefit the health, welfare and safety of the residents of the City of Mission Viejo by improving the economic health of the City and reducing the blight caused by underutilized commercial developments.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. ESTABLISHMENT OF THE CENTRAL BUSINESS SIGN DISTRICT. The City Council hereby establishes the Central Business Sign District covering the area of the City of Mission Viejo described in Exhibit "A" and as shown within the heavy lines on the map attached as Exhibit "B".

Section 2. PURPOSES. The Central Business Sign District is intended to:

- A. Support and enhance land uses and urban design objectives within the Central Business Sign District.
- B. Promote appropriate and economically viable signage which:
 - 1. Coordinates with the architectural elements of the building on which signage is located;
 - 2. Reflects the prosperous image of Mission Viejo as a shopping and tourist destination; and

3. Enhances the economic viability of the commercial districts within the City of Mission Viejo.
- C. Limit visual clutter by regulating the number, size and location of signs.
- D. Minimize potential traffic hazards and protect public safety.
- E. Protect street views and scenic vistas.
- F. Protect and enhance major commercial corridors and properties.
- G. Provide a public benefit and enhancement to the community environment.

Section 3. APPLICATION OF SIGN DISTRICT REGULATIONS.

A. The regulations of this Ordinance are in addition to those set forth in the City of Mission Viejo Development Code (Code). These regulations do not convey any rights not otherwise granted under the provisions and procedures contained in the Code or other relevant ordinances, except as specifically provided for in this Ordinance.

B. Wherever this Ordinance contains provisions which establish regulations for sign types, sign height, sign area, number of signs, sign dimensions, sign content or other time, place or manner regulations that are different from, more restrictive than or more permissive than would be allowed pursuant to the provisions contained in the Code, this Ordinance shall prevail and supersede the applicable provisions of the Code and those relevant ordinances.

Section 4. DEFINITIONS. Whenever the following terms are used in this Ordinance, they shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined Chapter 9.29 of the Code.

BILLBOARD: Any sign on one or more poles or columns which:

1. is four feet or greater in height as measured from the natural or finished grade, whichever is higher, to the bottom of the sign; and
2. is structurally separate from an existing building or other improvement on a lot; and/or
3. is supported by an independent footing inside an existing building or other improvement on a lot extending through the roof of the supporting structure, and/or
4. is supporting a sign panel that is attached to the pole(s), post(s), or column(s) and that may be cantilevered over a building or structure on the lot.

DIGITAL DISPLAY. A sign face, building face, and/or any building or structural component that displays still images, scrolling images, moving images, or flashing images, including video and animation, through the use of grid lights, cathode ray projection, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media or technology that is either independent of or attached to, integrated into, or projected onto a building or structural component, and that may be changed remotely through electronic means.

IN-CITY SIGN. A sign that is used to advertise any business conducted or services rendered or goods produced or sold within the City of Mission Viejo, regardless of whether that activity occurs on the lot upon which the sign is placed.

MARQUEE SIGN: A sign that is located on a marquee, or a permanent roof structure attached to and supported by the building projecting over public property.

OFF-SITE SIGN. A sign that is used to advertise business conducted, services rendered or goods produced or sold at a location other than the lot upon which the sign is placed.

ON-SITE SIGN. A sign that is used to advertise business conducted or services rendered or goods produced or sold on the lot upon which it is placed.

PRINCIPAL BUILDING FACADE: Any facade or exterior building plane primarily viewable from a public street.

STATE HIGHWAY: Any highway that meets the definition of either an Interstate Highway or Primary Highway under the California Outdoor Advertising Act (Business and Professions Code §5220 *et seq.*).

SUPERGRAPHIC SIGN: A sign, consisting of an image which is applied to and made integral with a wall, or projected onto a wall or printed on vinyl, mesh or other material, and which does not comply with Section H111 of Appendix H of the California Building Code.

Section 5. GENERAL REQUIREMENTS.

A. General Requirements of the Code. Unless otherwise specified in this Ordinance to the contrary, the general sign requirements set forth in the Code shall apply to this Sign District for permits, plans, design and construction, materials, street address numbers, identification, maintenance, prohibited locations, and sign illumination.

B. Prohibited Signs. The following signs shall be prohibited:

1. Off-site signs
2. Billboards
3. Signs which conflict with or imitate any traffic control device due to color, wording, design, location or illumination, or which interfere with the safe and efficient flow of vehicular and/or pedestrian traffic

4. Loudspeakers, or signs which emit sound, odor, or visible matter
5. Signs with mechanical movement
6. Roof signs
7. Flags, kites, pennants, balloons, or other such advertising devices or displays
8. Signs covering window exteriors, except as Window Signs pursuant to Section 7 of this Ordinance
9. Signs which constitute a nuisance or hazard due to their intensity of light
10. Supergraphic Signs
11. Vehicle signs, trailer signs, signs affixed to automobiles, trucks, trailers, or other vehicles parked on any property within the city for the principal purpose of advertising or display
12. Except for open/closed signs permitted pursuant to subsection 9.29.225(j), exposed neon conduit or tubing, interior or exterior neon window signs, or lighting displays inside or outside the building so as to be visible from streets, parking areas or site boundaries, unless approved as part of a planned sign program
13. Signs projecting in or on any public property or public right-of-way except as otherwise authorized by this chapter
14. Price signs, except as required by law and approved by the director of community development
15. Off-site garage sale signs, circular, poster or other such sign or displays unless exempted by a special event permit
16. Any other sign not expressly permitted by this Ordinance or the Code unless approved by a planned sign program
17. Any sign continuously outlined with individual light bulbs or string of lights
18. Canopy signs unless approved by the director
19. Portable signs
20. Signs which have less horizontal or vertical clearance from authorized communication or energized electrical power lines than that prescribed by the laws of the State of California

21. Signs installed, relocated, or maintained in a manner which prevents free ingress to or egress from any door, including signs attached to a stand pipe except those signs as required by City Code or ordinance
22. Signs located in the public right-of-way except governmental or traffic signs
23. Painted-on-the-wall signs, signs constructed of cloth, canvas, fabric, cardboard, wallboard, or other light flimsy material with or without frames
24. Banners advertising the lease or rent of units in any residential apartment complex

C. **Permitted In-City Signage.** Notwithstanding the provisions of Chapter 9.29 of the Code to the contrary, In-City Signs are permitted within the Sign District on any type of permitted sign.

D. **Maximum Permitted Combined Sign Area.** This Section supersedes any applicable subsections of the Code, as they pertain to maximum permitted sign area. The maximum permitted combined sign area on a lot for all signs is thirty percent (30%) of the area of the Principal Building Facade.

Applicants may apply for a modification of maximum permitted combined sign area up to a maximum of 10 percent of the total wall area of the Principal Building Facade by following the procedures established Chapter 9.45 (Minor Exceptions) of the Code. Applicants may request an exception from the provisions of this Ordinance by following the procedures established Chapter 9.46 (Variances) of the Code. All signs on a lot shall be included in the calculation of maximum permitted combined sign area except for the following signs:

1. Any Historic Signs
2. Directional Safety Signs
3. Noncommercial Signs
4. Signs in interior courtyards or plazas which are not visible from any public right-of-way
5. Temporary Signs

E. **Interior Courtyards or Plazas.** Any sign in an interior courtyard or plaza of a building which is not visible from the street is only required to comply with Chapter 9.29 of the Code.

G. **Illumination.** In addition to the provisions of Chapter 9.29 of the Code, all illuminated signs shall be designed, located or screened so as to minimize to the greatest reasonable extent possible direct light sources onto any exterior wall of a residential unit and into

the window of any commercial building. If signs are to be externally lit, the source of the external illumination shall be shielded from public view.

Section 6. SIGN DISTRICT REQUIREMENTS.

A. **Prohibition.** Building Services shall not issue a permit for a sign, a sign structure, sign illumination, or alteration of an existing sign unless the sign complies with the requirements of this Ordinance, as determined by the Director, and relevant requirements of the Code.

B. **Sign Permit Required.** No permit shall be issued by Building Services for any signs unless the Director has issued a Sign Permit pursuant to the procedures set forth in Section 9.29.210 of the Code.

C. **Findings Required for Sign Permit.** Prior to approval of the Sign Permit, the Director shall also make the following findings:

1. All existing and proposed signs do not have a substantial adverse effect on a scenic vista, do not substantially damage scenic resources, do not substantially degrade the existing visual quality of the site or its surroundings and do not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.
2. All proposed signage complies with the applicable regulations found in Sections 5 and 7 of this Ordinance.
3. That the project incorporates mitigation measures, monitoring measures when necessary, or alternatives identified in any applicable environmental review which would mitigate the negative environmental effects of the project, to the extent physically feasible.

The following findings, which relate to the architectural design of the sign structure or layout and not its content, shall be used solely to condition an approval and shall not be used to deny a project:

4. All existing and proposed signs are appropriately scaled to the architectural character of all buildings and structures on the lot.
5. All existing and proposed signs result in a complementary enhancement to the architecture on the lot.
6. All existing and proposed signs result in a visually uncluttered appearance.

D. **Existing Signs.** Every existing sign and/or sign support structure constructed under a valid permit and used in conformance with the Code regulations and Building Services approvals in effect at the time of construction shall be allowed to continue to exist under those regulations and approvals even though subsequent adopted regulations and

approvals have changed the requirements. All existing non-conforming signs shall be included in computing total sign area. There shall be no increase in sign area or height and no change in the location or orientation of any existing non-conforming sign. Before the issuance of a building permit for a new sign on a lot, all existing unpermitted signage on that lot shall be removed or demolished.

E. **Alterations, Repairs or Rehabilitation.** Any alteration, repair or maintenance work on a legally permitted sign or sign structure shall be governed by the Code.

F. **Materials.** The materials, construction, application, location and installation of any sign shall be in conformance with Chapter 8.02 (Building and Housing Codes) and Chapter 8.03 (Fire Code) of the Mission Viejo Municipal Code.

Section 7. STANDARDS FOR SPECIFIC TYPES OF SIGNS.

A. **Digital Displays.** Notwithstanding the provisions of Section 9.29.230 of the Code to the contrary, a Digital Display shall be permitted if it complies with the following regulations:

1. **Location.** A Wall Sign consisting of a Digital Display shall be limited to a maximum of one Digital Display for each 100 linear feet of Principal Building Facade.
2. **Area.** A Digital Display that is installed as a Wall Sign shall not exceed 1,500 square feet in area. This limitation shall not apply to a Digital Display that is installed as a Marquee Sign.
3. **Illumination.** Digital Displays shall have both a daytime and night time illumination, and the night time illumination shall not be as bright as the daytime illumination.
4. **Refresh Rate.** The refresh rate of a Digital Display viewable from a State Highway shall be no more frequent than, with an instant transition between images. The image of a Digital Display viewable from a State Highway must remain static between refreshes. Digital Displays that are not viewable from a State Highway are not subject to this limitation.
5. **Video.** Digital Displays that are not viewable from a State Highway may display live or recorded video.

B. **Temporary Signs.** Unless otherwise specified in this Ordinance, a temporary sign shall comply with Section 9.29.220 of the Code.

C. Wall Signs.

1. **Location.** A Wall Sign shall not cover the exterior of windows, doors, vents, or other openings that serve occupants of buildings.

2. Area. A single Wall Sign shall not exceed 1,500 square feet in area.

D. **Window Signs.** Notwithstanding the provisions of Section 9.29.230 of the Code to the contrary, window signs shall be permitted provided they either 1) cover no more than 25 percent of the window area; 2) are set back at least 18 inches from the window; or 3) are not viewable from any public street or right of way.

Section 8. MAXIMUM PERMITTED COMBINED SIGN AREA BONUS.

An applicant may obtain a modification to the maximum permitted combined sign area by submitting a Sign Permit application to the Director for approval pursuant to Section 9.29.210 of the Code. One hundred percent of the sign area of any legally permitted sign which is prohibited by Section 5 B of this Ordinance may be applied as a bonus to the maximum permitted combined sign area upon removal and final inspection and approval of the removal of the prohibited sign. Rights to the sign area bonus may only be used within the Sign District and may be used on the property where the sign was removed, traded or sold for use by a different property owner within the Sign District, or divided between several property owners within the Sign District. Eligibility for a sign area bonus and the transfer of a sign area bonus expires three years after the removal of the signs. Prior to the issuance of a building permit to the recipient of transferred sign rights, the transfer shall be evidenced by a covenant, executed and recorded by the transferor and transferee. The covenant shall specify the total square footage of sign rights being transferred. The maximum permitted combined sign area on any facade which utilizes the Sign Area Bonus pursuant to this section shall be limited to 50 percent of the total wall area of the Principle Building Frontage.

Section 9. The City Clerk of the City of Mission Viejo shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

Section 10. If any section, subsection, sentence, clause, phrase, word or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Mission Viejo hereby declares that it would have passed and adopted this Ordinance and each and all provisions thereof, irrespective of the fact that one or more of said provisions may be declared to be invalid and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 11. The City Council hereby finds that this Ordinance is not subject to the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) as it can be seen with certainty that this Ordinance's enactment will not have a significant effect on the environment.

PASSED, APPROVED and ADOPTED this ____ day of _____, 201_.

Frank Ury, Mayor

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF MISSION VIEJO)

I, Karen Hamman, City Clerk of the City of Mission Viejo, do hereby certify that the foregoing Ordinance 12-~~XXX~~ was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, 2012, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2012 by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

ATTEST:

Karen Hamman, City Clerk

APPROVED AS TO FORM:

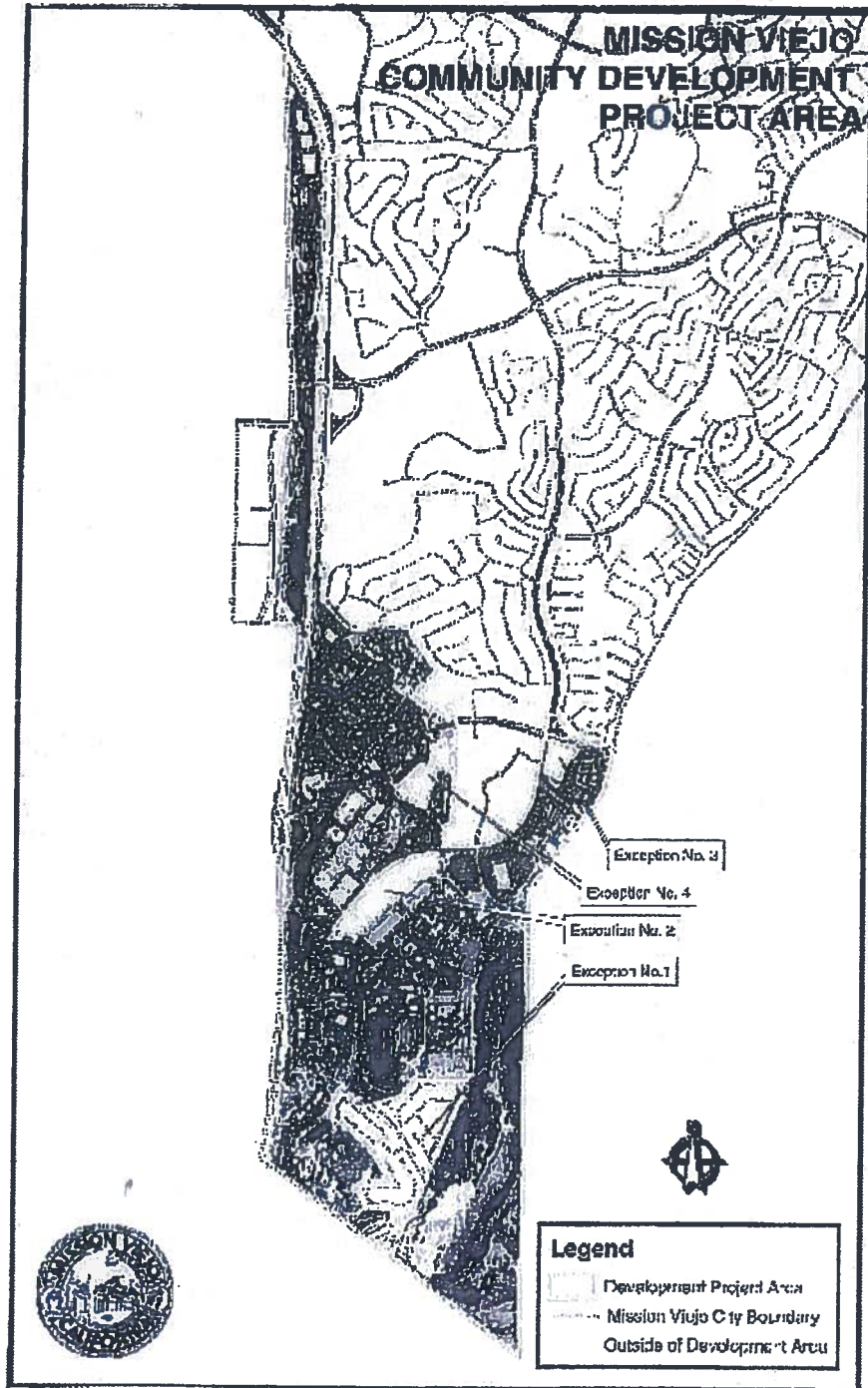
William P. Curley, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF CENTRAL BUSINESS SIGN DISTRICT

EXHIBIT B

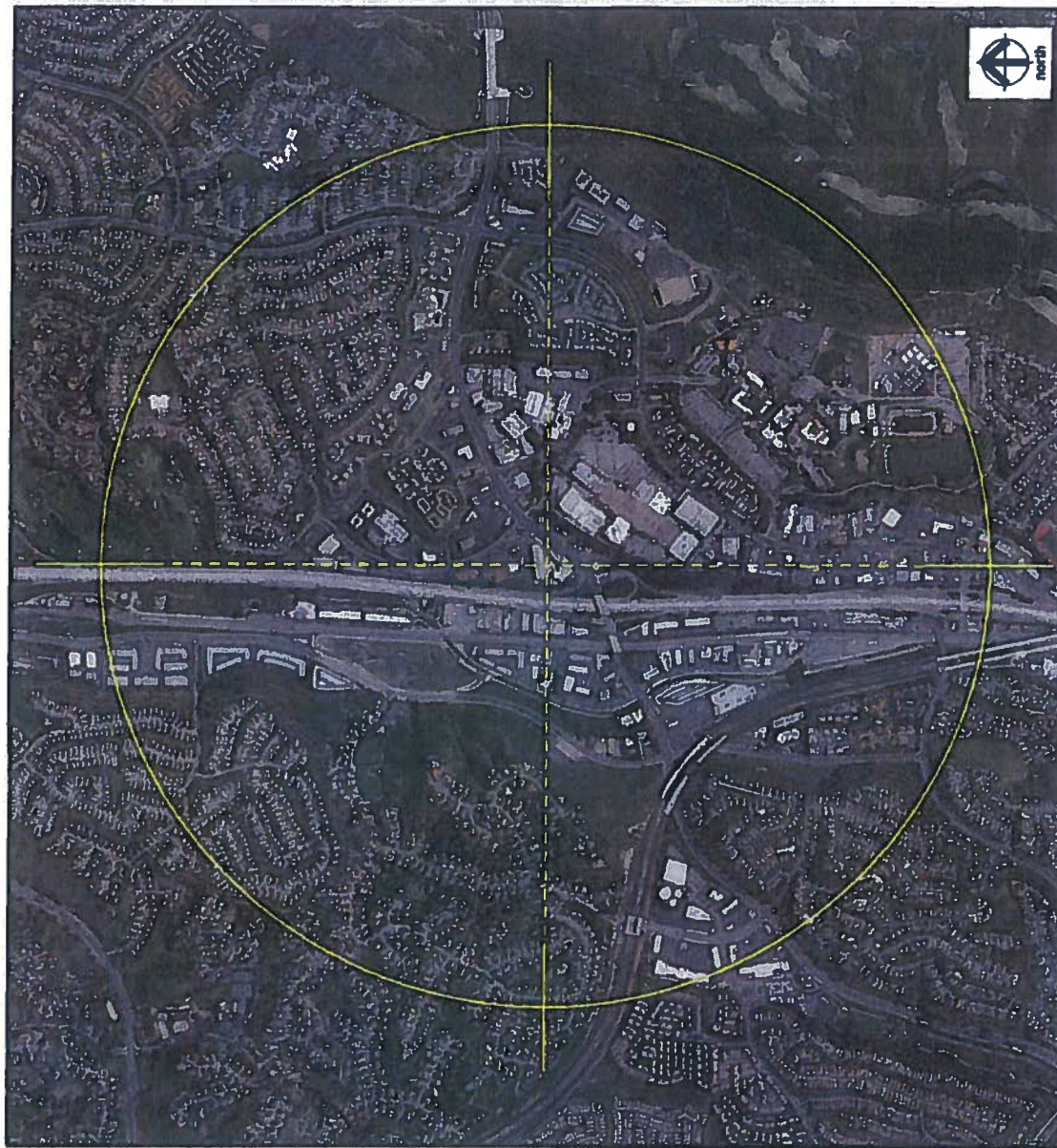
MAP OF CENTRAL BUSINESS SIGN DISTRICT



KALEIDOSCOPE

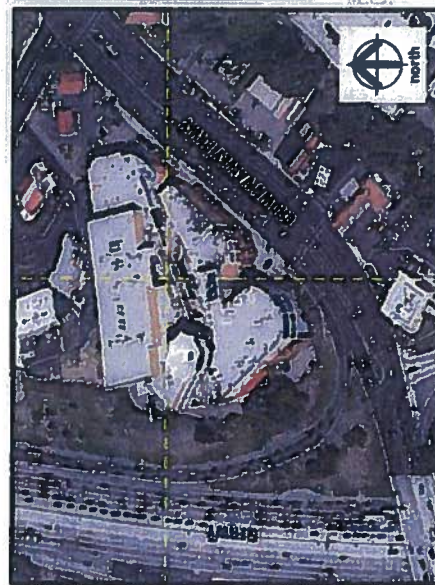
27741 Crown Valley Parkway
Mission Viejo, CA 92691

Vicinity Map



Vicinity Map

Scale: 4" = 1 mile (16,093 feet)



Site Location

**ADDENDUM TO
FORM ODA 0049 CERTIFICATION BY DISPLAY OWNER
OF DISPLAY WITHIN REDEVELOPMENT PROJECT**

[27741 Crown Valley Parkway, Mission Viejo, California]

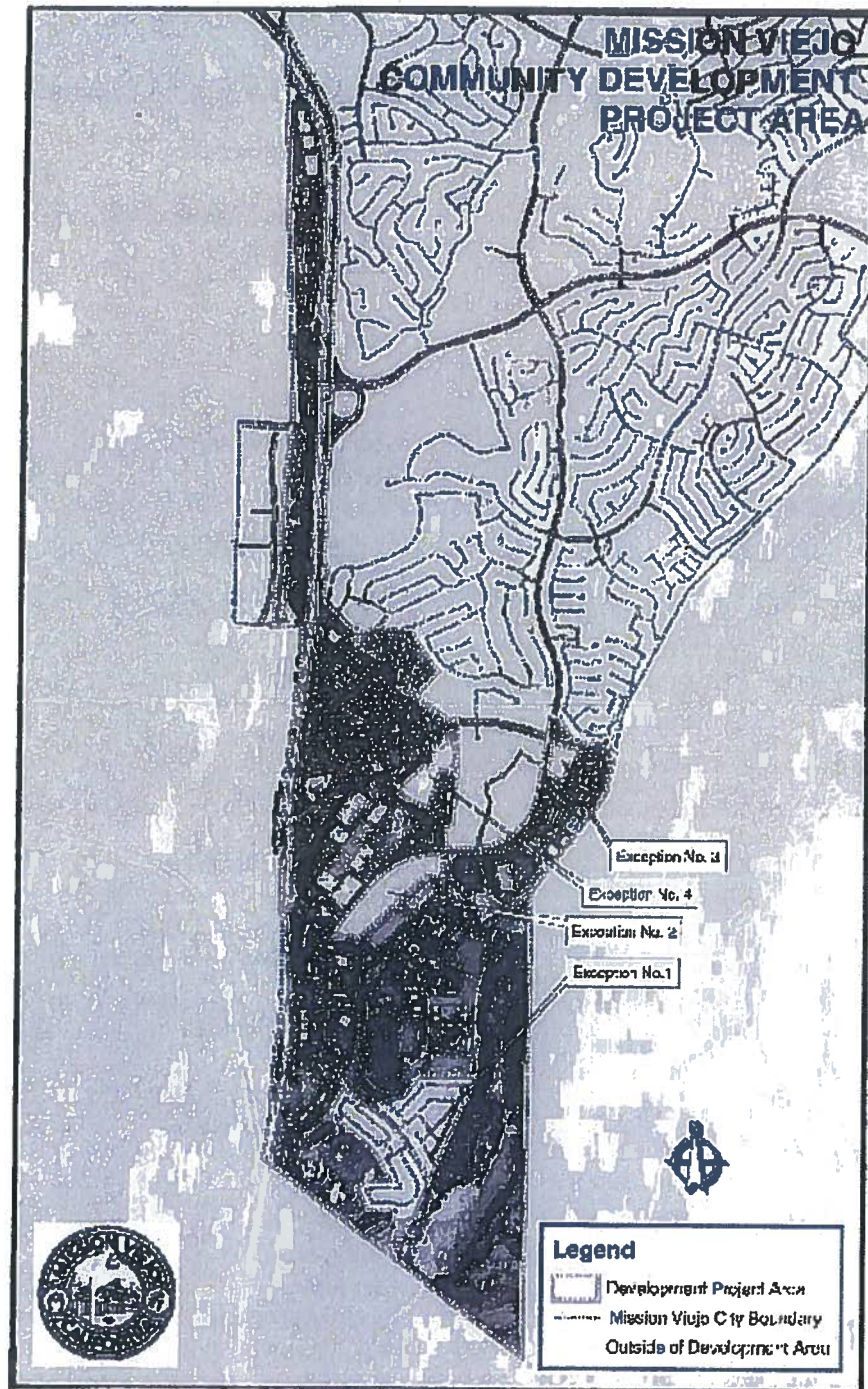
This Addendum is attached to ODA Form ODA 0049 Certification by Display Owner of Display within Redevelopment Project (the "**ODA 0049 Certificate**") submitted by Crown Valley Holdings, LLC, a California limited liability company (the "**Property Owner**"), relating to the installation of advertising display signs on the north and west faces of the building (the "**Signs**") located at 27741 Crown Valley Parkway, Mission Viejo, California (the "**Building**"). The consent of the City of Mission Viejo as the Successor Agency to the Mission Viejo Community Development Agency ("**CDA**") set forth in the ODA 0049 Certificate is subject to the following:

1. All rights and powers of the Mission Viejo Community Development Agency were transferred to the City of Mission Viejo as the Successor Agency pursuant to California Health and Safety Code §34170 *et. seq.*
2. The Building is located within the boundary area of the Mission Viejo Community Development Project Area (the "**Project**"), established pursuant to the Amended Community Development Plan for the Mission Viejo Community Development Project (the "**Redevelopment Plan**"). The Redevelopment Plan is currently set to expire on July 12, 2032. Attachment A contains a map of the Project boundaries.
3. It has been represented to the CDA that the Building is located less than 660 feet from the edge of Interstate 5.
4. A Sign Permit was issued to the Property Owner for the Signs pursuant to the terms of the Crown Valley Sign District established by an ordinance of the Mission Viejo City Council. The Sign Permit for the Signs requires that the Signs be used to advertise businesses and activities within the Project. Attachment B is a partial list of some of the current businesses and activities operating in the Project, based on the actual, unverified knowledge of certain CDA staff. Such list is not an exhaustive list and shall not be relied upon by anyone as CDA's representation with respect to the content of the Sign. In addition, CDA does not in any way endorse any of the listed business activities for any purpose.

ATTACHMENT A

MAP OF MISSION VIEJO COMMUNITY DEVELOPMENT PROJECT AREA

[ATTACHED]



ATTACHMENT B

SOME EXAMPLES OF CURRENT BUSINESSES AND ACTIVITIES

WITHIN THE MISSION VIEJO COMMUNITY DEVELOPMENT PROJECT AREA

76 Gas
Abercrombie & Fitch
Aeropostale
Aldo Shoes
American Greetings
Ann Taylor
Apple Computer
Arden B.
Arco
AT&T
Audi
Aveda Experience Center
Babies R Us
Baby Gap
Banana Republic
Bank of America
Bank of the West
Bath & Body Works
BCB Generation
BCBGMAXAZRIA
bebe
Bed Bath & Beyond
Ben Bridge Jewelers
Best Buy
Brookstone
Budget Rent A Car
Buffalo Wild Wings
Build-A-Bear Workshop
Burke Williams Spa
Burlington Coat Factory
Chase Bank
Cheesecake Factory, The
Chico's
Chinese Laundry
Claire's
Coach
Coldwater Creek
Comp USA
Cost Plus World Market
Crewcuts by J Crew
Dairy Queen
Daisy Shop
Del Taco
Disney Store, The
Econo Lube

Edwards Cinemas
Express
Express for Men and Women
Forever 21
FOSSIL
Gap
GapBody
GapKids
GNC
Godiva Chocolatier
Gymboree
H&M
Haagen-Dazs
Infiniti
Islands Restaurant
J. Crew
Jack In The Box
Jaguar
Jamba Juice
Jerry's Deli
Krispy Kreme
LA Fitness
La-Z-Boy Furniture
Land Rover
LEGO Store
LensCrafters
Lexus
Linens N Things
LOFT
Lucky Brand Dungarees
MAC Cosmetics
Macy's
Microsoft
Nordstrom
Office Max
Old Navy
One West Bank
P.F. Chang's China Bistro
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True Religion
Vans
Verizon
Victoria's Secret
Wells Fargo Advisors
Wetzel's Pretzels
White House Black Market
Williams-Sonoma
Yogurtland
Z Gallerie
Zales Jewelers
Zara

MISSION VIEJO COMMUNITY DEVELOPMENT PROJECT AREA





CITY of LAGUNA NIGUEL

30111 Crown Valley Parkway • Laguna Niguel, California 92677
Phone/949•362•4300 Fax/949•362•4340

CITY COUNCIL

Joe Brown

Gary Capata

Paul G. Glaab

Linda Lindholm

Robert Ming

June 1, 2012

Honorable Mayor Frank Ury and Council Members

City of Mission Viejo

200 Civic Center

Mission Viejo, CA 92691

**RE: INITIATION OF SIGN CODE AMENDMENT TO ESTABLISH AN OFF-SITE ADVERTISING
SIGN DISTRICT AND THE PROPOSED KALEIDOSCOPE SIGN PROGRAM**

Dear Mayor Ury and Council Members,

On May 31, 2012, the Laguna Niguel City Council held a special meeting to discuss the proposed initiation of a Code Amendment to establish an Off-Site Advertising Sign District and Sign Program for the Kaleidoscope Center that will be discussed at your June 4, 2012 City Council meeting. As a result of that meeting, the Laguna Niguel City Council requested that I transmit this correspondence expressing their initial concerns regarding the proposed Sign Program.

The City of Mission Viejo and Laguna Niguel have worked cooperatively over the years to share services, pursue joint projects, and to maintain and improve the quality and character of our communities. We respect the ability and authority of the City of Mission Viejo to make appropriate planning and land use decisions within your jurisdiction. However, we believe that this proposal will negatively affect and detract from the visual quality of our beautiful South Orange County neighborhood and business areas.

The proposed Kaleidoscope Sign Program will significantly change the visual character of the I-5 corridor. The introduction of multiple large electronic display ad signs for tenants and off-site businesses is unprecedented in South Orange County. The proposal is truly out of character for our beautiful planned communities which have been free from traditional billboards and this new form of advertising.

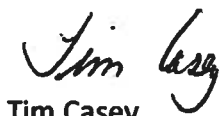
Our City Council is also concerned that the proposed electronic displays may affect driver and traffic safety on the I-5 and have light and glare impacts on existing and future Laguna Niguel residents.

Such electronic off-site advertising is also likely to lead to requests from other businesses in Laguna Niguel and surrounding communities for similar signs along the I-5 corridor. The proliferation of such signs would detract from the visual qualities of all of our communities.

Honorable Mayor Frank Ury and Council Members
Off-Site Advertising Sign District and Kaleidoscope Sign Program
June 1, 2012
Page 2

Thank you for the opportunity to share our initial concerns at this early stage in your deliberations.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Casey".

Tim Casey
City Manager

Cc: Laguna Niguel City Council
Terry Dixon, City Attorney
Daniel Fox, Community Development Director
Dennis Wilberg, Mission Viejo City Manager
Chuck Wilson, Mission Viejo Community Development Director
Colby Durnin, Sentinel Development
Roger Faubel, Faubel Public Affairs

Editor [Peter Schelden](#) peter.schelden@patch.com

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City Balks at Electronic Sign Request

Kaleidoscope wanted big electronic signs overlooking the freeway, but the City Council indicated they would not support the idea.

By [Peter Schelden](#) [Email the author](#) June 4, 2012[Recommend](#) [Tweets](#) 1[Email](#)[Print](#)[Comment](#)

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Related Topics: [Kaleidoscope Center](#) and [Signage](#)

Large electronic signs affixed to the walls of the [Kaleidoscope Center](#) and LED display ads received criticism from the city council Monday night. The council asked staff to look for ways to beautify the center without creating a special sign district.

Staff will also draw up plans with the possible sign district included, per a motion made by Councilmember [Patrisha Kelley](#).

The Kaleidoscope's representatives asked the council to consider a new sign district over the former community redevelopment area.

Several members of the public rejected the idea of large electronic signs, three of which would be visible from the I-5.

"We don't need this kind of signage to pollute and clutter our city," Mission Viejo resident [Dale Tyler](#) said. "Mission Viejo must not become another Commerce."

[Jim Leach](#), CEO of the [South Orange County Regional Chamber](#), saw the proposed signs differently. He called the Kaleidoscope sign project "a forward-looking project that will further enhance a significant property in the city... and give the city one more asset to be proud of."

Kelley said the council will reject large digital signs.

"We're not going to go for all kinds of digital signage, but maybe there are things we can do to help your center, to help to beautify the project," she said.

[Colby Durmin](#), representing the Kaleidoscope, said the center's new building plan would remove some of the static signs currently standing in favor of the new electronic signs.

The big improvements are necessary because the center "has had trouble over the years attracting tenants and shoppers," said [Reed Royalty](#), president of the Orange County Taxpayers Association.

Councilmember [Cathy Schlicht](#) said she was concerned the city would lose control of the signs and that creating a new sign district would be "harmful to those businesses outside of the district—it's not a level playing field." [Councilman Accused of Being Deadbeat Dad](#)

Mayor [Frank Ury](#) said the city council was not interested in the current proposal.

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Councilmember [Dave Leckness](#) said he's received a lot of concerned emails from the public regarding the sign proposal.

"I haven't seen the kinds of emails that are against this project in a long time," he said. "These aren't just boilerplate emails. These are residents saying, 'Whoa, let's look at this.'"

Leckness said Mission Viejo was the first city to reject Kentucky Fried Chicken's rotating bucket of chicken ad display and the first to reject the McDonald's golden arches display.

"We have a history as a city with tight rules," he said.

The motion to ask city staff to return to the council with alternative proposals passed 3-2, with Councilmembers [Rhonda Reardon](#) and Schlicht dissenting.

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