



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
MAY 26, 2015**

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

Dore J. Gilbert, M.D., Mayor

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

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

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BLOUNT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON**

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

1.2 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM BOB BARRY, DIRECTOR OF BUSINESS DEVELOPMENT, CARE AMBULANCE SERVICE, INC.

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

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

1.4 CERTIFICATE OF RECOGNITION, 2015 LAGUNA HILLS NATIONAL JUNIOR BASKETBALL BOYS 5TH GRADE ALL-STAR TEAM

RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF RECOGNITION TO THE 2015 LAGUNA HILLS NATIONAL JUNIOR BASKETBALL BOYS 5TH GRADE ALL-STAR TEAM.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARE THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA

SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR MAY 12, 2015, SPECIAL MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE MAY 12, 2015, SPECIAL MEETING.

3.3 APPROVAL OF MINUTES FOR MAY 12, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE MAY 12, 2015, REGULAR MEETING.

3.4 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 26, 2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$933,658.49.

3.5 PROGRESS PAYMENT NO. 17 - FINAL, FOR THE LA PAZ OPEN SPACE IMPROVEMENT PROJECT, CIP NO. 615A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 17 - FINAL, IN THE NET AMOUNT OF \$1,895.25, TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENT PROJECT, CIP NO. 615A, AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION, AND AUTHORIZE THE RELEASE OF THE RETENTION 35 DAYS POST RECORDATION OF THE NOTICE, IF NO LIENS HAVE BEEN FILED.

3.6 ASSIGNMENT AND ASSUMPTION AGREEMENT RELATING TO THE 2014 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND HALL & FOREMAN, INC., FOR GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT CONSULTING SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE ASSIGNMENT AND ASSUMPTION AGREEMENT RELATING TO THE 2014 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND HALL & FOREMAN, INC., FOR GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT CONSULTING SERVICES AND AUTHORIZE THE CITY MANAGER TO SIGN THE ASSIGNMENT AND ASSUMPTION AGREEMENT ATTACHED HERETO.

3.7 APPROVAL OF FISCAL YEAR 2015-2016 LAW ENFORCEMENT SERVICES AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FISCAL YEAR 2015-2016 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR MAY 12, 2015

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE MAY 12, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 PUBLIC HEARING ON 2015 WEED, RUBBISH, AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: 1) CONDUCT A PUBLIC HEARING, RECEIVE, AND CONSIDER ALL OBJECTIONS; AND 2) ADOPT A RESOLUTION ENTITLED: "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."

6. ADMINISTRATIVE REPORTS

6.1 Community Development Director

6.1.1 REPORT CONCERNING DENIAL OF A TEMPORARY USE
PERMIT (TUP) TO CIRCUS VARGAS.

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE
REPORT.

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

8. **CITY COUNCIL MEMBER COMMENTS**

ADJOURNMENT

The next Regular Meeting of the City Council will be June 09, 2015, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by May 22, 2015, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

May 22, 2015

DATE

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

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

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 26, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

**ISSUE: CERTIFICATE OF RECOGNITION, 2015 LAGUNA HILLS NATIONAL JUNIOR
BASKETBALL BOYS 5TH GRADE ALL-STAR TEAM**

**RECOMMENDATION: THAT MAYOR GILBERT PRESENT A CERTIFICATE OF
RECOGNITION TO THE 2015 LAGUNA HILLS NATIONAL JUNIOR BASKETBALL
BOYS 5TH GRADE ALL-STAR TEAM.**

SUMMARY:

It is the practice of the City Council to recognize significant accomplishments of Laguna Hills' athletes. The 2015 Laguna Hills National Junior Basketball Boys 5th Grade All-Star Team won the Southern California All-Star Sectionals and competed in the Southern California All-Star Invitational in Las Vegas, Nevada and had an outstanding performance during the tournament.

A Certificate of Recognition will be presented to each of the 2015 Laguna Hills National Junior Basketball Boys 5th Grade All-Star Team members.

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

2015 LAGUNA HILLS NATIONAL JUNIOR BASKETBALL Boys 5th Grade All-Star Team

James A'Hearn

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

WHEREAS, the Laguna Hills City Council recognizes James A'Hearn, Member of the 2015 Laguna Hills National Junior Basketball, Boys 5th Grade All-Star Team, for winning the Southern California All-Star Sectionals; and

WHEREAS, the team was invited to play in the 2015 National Junior Basketball Tournament in Las Vegas, Nevada and had an outstanding performance during the tournament; and

WHEREAS, it is recognized that hard work, dedication and commitment to team excellence led to your success, and the City Council commends you for proudly representing the City of Laguna Hills.

NOW, THEREFORE, I, Dore J. Gilbert, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize James A'Hearn, as a Member of the 2015 Laguna Hills National Junior Basketball, Boy's 5th Grade All-Star Team and commend the Team on its athletic accomplishments.

Dated this 26th day of May 2015.

DORE J. GILBERT, M.D., MAYOR

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL SPECIAL MEETING
MINUTES
MAY 12, 2015**

CALL TO ORDER

Mayor Gilbert called the Special Meeting of the City Council of the City of Laguna Hills, California to order at 4:02 p.m., in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS:

PRESENT: MAYOR GILBERT, MAYOR PRO TEMPORE KOGERMAN, COUNCIL MEMBER BLOUNT, COUNCIL MEMBER CARRUTH, AND COUNCIL MEMBER SEDGWICK

PUBLIC COMMENTS

There were no Public Comments.

1. TRAFFIC COMMISSION INTERVIEW

The City Council interviewed Traffic Commission applicant Larry Woodruff for the unscheduled Traffic Commission Vacancy.

2. 2015-2017 BIENNIAL BUDGET STUDY SESSION - OPERATING BUDGET

City Manager Bruce Channing provided brief introductory remarks for the Operating Budget Study Session. Assistant City Manager Don White presented a PowerPoint detailing the operating budget, including historical and projected operating revenues and expenditures, as well as operating ratios and reserves.

Individual department heads reviewed their major plans and work programs as well as provided an overview of department expenditures.

ADJOURNMENT

There being no further business before the City Council at the Special Meeting, Mayor Gilbert adjourned the meeting at 5:29 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF MAY 26, 2015

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
MAY 12, 2015**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:04 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Carruth

ROLL CALL OF CITY COUNCIL MEMBERS

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

CLOSED SESSION REPORT

There was no closed session report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

1.2 MOULTON NIGUEL WATER DISTRICT PRESENTATION REGARDING STATEWIDE DROUGHT AND FUTURE DEVELOPMENT WITHIN THE CITY

THE CITY COUNCIL RECEIVED A PRESENTATION FROM THE MOULTON NIGUEL WATER DISTRICT.

1.3 PRESENTATION OF PROCLAMATION FOR "DROWNING PREVENTION AWARENESS"

MAYOR GILBERT PRESENTED TO THE ORANGE COUNTY FIRE AUTHORITY (OCFA) BATTALION CHIEF MIKE PETRO A PROCLAMATION FOR "DROWNING PREVENTION AWARENESS."

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH MAYOR GILBERT REMOVING ITEM NO. 3.9, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN.
APPROVED BY A VOTE OF 5-0**

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

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

3.2 APPROVAL OF MINUTES FOR APRIL 14, 2015, SPECIAL MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE APRIL 14, 2015, SPECIAL MEETING.

3.3 APPROVAL OF MINUTES FOR APRIL 28, 2015, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE APRIL 28, 2015, REGULAR MEETING.

3.4 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 12, 2015

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$169,932.42.

3.5 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CIVIC CENTER SITE IMPROVEMENT PROJECT

THE CITY COUNCIL APPROVED THE PLANS AND SPECIFICATIONS ON FILE WITH THE CITY CLERK AND AUTHORIZED THE ADVERTISEMENT

FOR BIDS FOR THE CIVIC CENTER SITE IMPROVEMENT PROJECT.

3.6 AWARD OF CONTRACT FOR WEED ABATEMENT SERVICES

THE CITY COUNCIL WAIVED THE MINOR BID IRREGULARITY AND AWARDED THE CONTRACT FOR WEED ABATEMENT SERVICES TO THE APPARENT LOW BIDDER, NPC CONSTRUCTION, INC., IN THE TOTAL AMOUNT OF \$39,772.13, AUTHORIZED THE MAYOR TO SIGN THE CONTRACT, AND REJECT ALL OTHER BIDS.

3.7 ADOPTION OF AN ORDINANCE AMENDING AND RESTATING CHAPTER 8-04 AND SECTIONS 6-28.010, 6-28.020, 6-28.040, 11-30.010, AND 11-30.020 OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO PARK AND RECREATIONAL FACILITY USE REGULATIONS, PUBLIC DRINKING, AND UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY; AND THE ADOPTION OF AN ORDINANCE ADDING A NEW CHAPTER, CHAPTER 8-10, TO THE LAGUNA HILLS MUNICIPAL CODE RELATING TO SKATEBOARD PARK REGULATIONS

THE CITY COUNCIL: (1) ADOPTED ORDINANCE NO. 2015-4, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 8-04 OF TITLE 8 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PARK AND RECREATIONAL FACILITY USE REGULATIONS, AMENDING SECTIONS 6-28.010, 6-28.020 AND 6-28.040 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PUBLIC DRINKING, AND AMENDING SECTIONS 11-30.010 AND 11-30.020 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY; AND (2) ADOPTED ORDINANCE NO. 2015-5, AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 8-10 TO TITLE 8 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING SKATEBOARD PARK USE REGULATIONS.

3.8 AMENDMENT NO. 1 FOR THE EXTENSION OF TERM AND RELATED PROVISIONS OF PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL ENGINEERING SERVICES - TRAFFIC ENGINEERING WITH RK ENGINEERING GROUP, INC. AND HARTZOG & CRABILL, INC.

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 FOR EXTENSION OF TERM AND RELATED PROVISIONS OF PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL ENGINEERING SERVICES - TRAFFIC ENGINEERING WITH RK ENGINEERING GROUP, INC. AND HARTZOG & CRABILL, INC., AND AUTHORIZED THE MAYOR TO SIGN EACH SAID AMENDMENT NO. 1, ATTACHED HERETO.

3.10 APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM (ECP), TIER 1 GRANT, PHASE V

THE CITY COUNCIL APPROVED THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, AND ADOPTED RESOLUTION NO. 2015-05-12-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE V.

3.11 AMENDMENT NO. 1 FOR THE EXTENSION OF TERM OF PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL ENGINEERING SERVICES - GEOTECHNICAL ENGINEERING WITH GMU GEOTECHNICAL, INC. AND HARRINGTON GEOTECHNICAL ENGINEERING, INC.

THE CITY COUNCIL APPROVED AMENDMENT NO. 1 FOR THE EXTENSION OF TERM OF PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL ENGINEERING SERVICES - GEOTECHNICAL ENGINEERING WITH GMU GEOTECHNICAL, INC., AND HARRINGTON GEOTECHNICAL ENGINEERING, INC., AND AUTHORIZED THE MAYOR TO SIGN EACH SAID AMENDMENT NO. 1 ATTACHED HERETO.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.9 AMENDMENT NO. 1 FOR EXTENSION OF TERM TO CITYWIDE TREE MAINTENANCE CONTRACT SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC.

Mayor Gilbert removed Item 3.9 for discussion.

Public Services Director Ken Rosenfield provided a brief overview of the City's contract with West Coast Arborists, Inc., including a history of the existing contract.

Jeff Melin, representative from Great Scott Tree Company, spoke on the West Coast Arborist contract and unit prices within the contract. Mr. Melin expressed a desire in seeing the contract undergo a formal bid process.

Patrick Mahoney, President of West Coast Arborist, indicated his company has held prices firm during the length of the agreement extension and is available to answer any questions.

MOTION TO DIRECT STAFF TO PREPARE BID DOCUMENTS FOR CITYWIDE TREE MAINTENANCE CONTRACT SERVICES, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT.

MOTION FAILED BY A VOTE OF 2-3 (COUNCIL MEMBER SEDGWICK, MAYOR PRO TEMPORE KOGERMAN, AND MAYOR GILBERT VOTED NO).

MOTION TO APPROVE AMENDMENT NO. 1 TO CITYWIDE TREE MAINTENANCE CONTRACT SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. AND AUTHORIZE THE MAYOR TO SIGN SAID AMENDMENT NO. 1 ATTACHED HERETO, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER SEDGWICK.

APPROVED BY A VOTE OF 3-2 (COUNCIL MEMBER BLOUNT AND COUNCIL MEMBER CARRUTH VOTED NO).

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:13 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR APRIL 28, 2015

THE PLANNING AGENCY APPROVED THE MINUTES OF THE APRIL 28, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER SEDGWICK.

APPROVED BY A VOTE OF 5-0

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1. CONDITIONAL USE PERMIT (CUP) NO. 3-15-3145, A REQUEST BY BANFIELD TO ESTABLISH AND OPERATE A +/- 2,800 SQUARE FOOT VETERINARY CLINIC IN AN EXISTING

COMMERCIAL CENTER AT 26548 MOULTON PARKWAY, SUITES
G & H (VILLAGE AT NELLIE GAIL RANCH) IN THE COMMUNITY
COMMERCIAL ZONE

Katie Crockett, Assistant Planner, reviewed the project in detail and provided a PowerPoint presentation.

Chair Gilbert opened the Public Hearing.

Paul Haessig, on behalf of Banfield, spoke in favor of Conditional Use Permit No. 3-15-3145 and indicated acceptance with the Conditions of Approval.

Chair Gilbert closed the Public Hearing.

THE PLANNING AGENCY: (1) CONDUCTED A PUBLIC HEARING FOR CUP NO. 3-15-3145; AND (2) ADOPTED RESOLUTION NO. PA2015-05-12-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-15-3145, A REQUEST BY BANFIELD TO ESTABLISH AND OPERATE A +/- 2,800 SQUARE FOOT VETERINARY CLINIC IN AN EXISTING COMMERCIAL CENTER AT 26548 MOULTON PARKWAY, SUITES G & H IN THE COMMUNITY COMMERCIAL ZONE, BY M/VICE CHAIR KOGERMAN, S/AGENCY MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 8:27 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Clerk

6.1.1. UNSCHEDULED TRAFFIC COMMISSION VACANCY

Assistant to the City Manager Au-Yeung reported on the process undertaken to notice and publish the unscheduled Traffic Commission vacancy. Ms. Au-Yeung indicated that the City received one application prior to the deadline date of May 1st and provided a status report on the active applications on file.

Mayor Pro Tempore Kogerman nominated Larry Woodruff for the vacancy.

Council Member Sedgwick nominated Donald Froelich for the vacancy.

THE CITY COUNCIL APPOINTED LARRY WOODRUFF TO FILL THE TRAFFIC COMMISSION VACANCY THROUGH JANUARY 31, 2017, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0

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

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

8. CITY COUNCIL MEMBER COMMENTS

MAYOR PRO TEMPORE KOGERMAN

Mayor Pro Tempore Kogerman indicated she attended the recent South Orange County Economic Coalition and received a copy of their Economic Report for South Orange County. Mayor Pro Tempore Kogerman commented on the trend of housing and demographics in the region, as well as highlighted some of the growing economic sectors in the region.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Gilbert adjourned the City Council Meeting at 8:43 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF MAY 26, 2015.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 26, 2015
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
MAY 26, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$933,658.49.

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

5-15-15
DATE

FISCAL IMPACT:

The warrant register total is \$933,658.49.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 05/26/15

Date: 05/14/2015

Time: 5:06 pm

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809089	05/07/2015	Printed		A-0331	AT&T MOBILITY	Wireless Service, May '15	63.02
8809090	05/07/2015	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Supplies, CS, Apr '15	60.93
8809091	05/07/2015	Printed		L-1206	LAGUNA HILLS HIGH SCHOOL	Public Safety Grant, LHHS 2015	4,000.00
8809092	05/07/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 4/28-5/25	83.16
8809093	05/07/2015	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription, CH,05/11-8/11/15	263.95
8809094	05/07/2015	Printed		R-1830	RALPHS GROCERY COMPANY	Program Supplies, CS, Apr '15	78.49
8809095	05/07/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund Permit Fees, CR# 50208	61.00
8809096	05/07/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 49917	575.00
8809097	05/07/2015	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenish, Mar - Apr	719.21
8809098	05/07/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Apr '15	13,906.55
8809099	05/07/2015	Printed		S-1949	SMART & FINAL	Prog & Office Supplies, CH & CC	194.76
8809100	05/07/2015	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Apr '15	1,684.05
8809101	05/08/2015	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, May '15	593,992.68
8809102	05/11/2015	Printed		U-2121	U.S. POSTAL SERVICE	Postage, City Views, May	2,500.00
8809103	05/14/2015	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation & Backflow Repairs	1,100.87
8809104	05/14/2015	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 4/12-4/25	3,693.60
8809105	05/14/2015	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Apr '15	12,658.75
8809106	05/14/2015	Printed		A-0358	ARDO, KARL	Contract Inst Svcs, Fitness Cl	280.00
8809107	05/14/2015	Printed		A-0304	AU-YEUNG, MELISSA	Travel Advance, ICSC, May '15	300.00
8809108	05/14/2015	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure Apr	22,017.46
8809109	05/14/2015	Printed		B-0411	BUCKNAM & ASSOCIATES, INC.	Update Pavement Mgmt System	5,189.84
8809110	05/14/2015	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repair & Inspection	2,170.34
8809111	05/14/2015	Printed		C-1178	C2 IMAGING	Printing Svcs, CIP # 239, 240	729.98
8809112	05/14/2015	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Apr	2,307.50
8809113	05/14/2015	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Apr	229.38
8809114	05/14/2015	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Hardware & Software	1,901.56
8809115	05/14/2015	Printed		C-1159	CHANTARANGSU, DAVID	Travel Advance, ICSC, May '15	300.00
8809116	05/14/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Plan Chk, Bldg & Safety, Mar	19,880.61
8809117	05/14/2015	Printed		C-0303	CITY CLERKS ASSOC. OF CA	Employee Training, Feb '15	200.00
8809118	05/14/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	794.59
8809119	05/14/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Signal Maint., Apr '15	4,667.75
8809120	05/14/2015	Printed		C-0060	COUNTY OF ORANGE/PF&RD	CARITS, & Moulton Jan-Mar '15	10,092.00
8809121	05/14/2015	Printed		C-0023	COX COMMUNICATION	WiFi, CC & Civic Center, May	260.00
8809122	05/14/2015	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Mar '15	29.00
8809123	05/14/2015	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Apr '15	60.00
8809124	05/14/2015	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, May	131.69
8809125	05/14/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Apr '15	23.92
8809126	05/14/2015	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	1,808.80
8809127	05/14/2015	Printed		E-0598	EMG	Reserve Study, CC	14,774.00
8809128	05/14/2015	Printed		E-0596	ENVIRONMENTAL CONSTRUCTION, INC	Progress Payment #17, CIP# 615	1,895.25
8809129	05/14/2015	Printed		E-0588	ENVIRONMENTAL SYS RESEARCH, INS	Software Maint, GIS System	7,176.00
8809130	05/14/2015	Printed		F-0711	FAST FORMS	Operating Supplies, PS, May '1	1,422.10
8809131	05/14/2015	Printed		F-0716	FRANKS, JULIE	Claim Settlement	404.95
8809132	05/14/2015	Printed		H-0829	HARTZOG & CRABILL, INC.	Professional Svcs, CIP # 168	29,820.20
8809133	05/14/2015	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Apr '15	165.37
8809134	05/14/2015	Printed		J-1057	JAMEY CLARK, INC.	Gen'l Repairs & Inspections	5,611.25
8809135	05/14/2015	Printed		J-1052	JAVED, HUMZA	Mileage Reimb., Pub Wks, Apr	30.51
8809136	05/14/2015	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Apr '15	640.57
8809137	05/14/2015	Printed		J-1062	JOE DONALDSON DESIGNS	Program Expense, 1/2 Marathon	250.00
8809138	05/14/2015	Printed		L-1335	LA CONSULTING, INC.	Professional Svcs, Apr '14	2,404.00
8809139	05/14/2015	Printed		L-1356	LINDY OFFICE PRODUCTS	Operating Supplies, Apr '15	61.18
8809140	05/14/2015	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	900.90
8809141	05/14/2015	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Parks, Mar-Apr	24,679.28
8809142	05/14/2015	Printed		M-1535	MUSIC MOVES ACADEMY, INC.	Contract Inst Svcs, Music	2,537.50

Check Register Report

Warrant Register 05/26/15

Date: 05/14/2015

Time: 5:06 pm

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809143	05/14/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly and Misc Landscape, May	87,795.89
8809144	05/14/2015	Printed		N-1475	NOLAN, PAUL, EMT-D	Program Expense, 1/2 Marathon	1,064.00
8809145	05/14/2015	Printed		C-1008	NPDES	Professional Svcs, CIP # 410	55.92
8809146	05/14/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies, May	928.70
8809147	05/14/2015	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected, Apr	4,084.00
8809148	05/14/2015	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing	18.87
8809149	05/14/2015	Printed		R-1890	REFUND, FACILITY RENTAL FEE	O. Ramirez, V# 2003430.002	335.00
8809150	05/14/2015	Printed		R-1890	REFUND, FACILITY RENTAL FEE	E. Amipas, V# 2003429.002	515.00
8809151	05/14/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	C. Jagolino, V# 2003425.002	500.00
8809152	05/14/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	BCV Ptds, V# 2003426.002	250.00
8809153	05/14/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	A. Allegaert, V# 2003427.002	250.00
8809154	05/14/2015	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Pacific Sun, V# 2003428.002	500.00
8809155	05/14/2015	Printed		R-1946	RK ENGINEERING GROUP, INC.	Reimbursable Fees, RaisingCane	330.00
8809156	05/14/2015	Printed		S-2037	SADDLEBACK FAMILY & URGENT CARE	Pre-employ Physical, Mar '15	310.00
8809157	05/14/2015	Printed		S-2188	SCANNING SERVICE CORPORATION	Document Imaging Services, Apr	2,949.98
8809158	05/14/2015	Printed		S-2194	SECURE LIVE SCAN	Pre-employment Fingerprinting	20.00
8809159	05/14/2015	Printed		S-2239	SOCAL OFFICE TECHNOLOGIES	Copier Supplies, CC, May '15	92.99
8809160	05/14/2015	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, May '15	965.73
8809161	05/14/2015	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, May	475.00
8809162	05/14/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Apr '15	10,371.20
8809163	05/14/2015	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	64.00
8809164	05/14/2015	Printed		S-2095	STONE IMAGERY	Operating Supplies, Apr '15	297.00
8809165	05/14/2015	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Apr '15	10,754.23
8809166	05/14/2015	Printed		S-2105	SYMQUEST SERVICES	Printer Repair, Admin, May	239.00
8809167	05/14/2015	Printed		S-2016	SYSTEMS INTERNATIONAL	Seasonal Banners, Install	4,300.00
8809168	05/14/2015	Printed		T-2693	TELEPACIFIC COMMUNICATIONS	Communications Expense, May '15	1,110.97
8809169	05/14/2015	Printed		T-2682	THE LIFE TRENDS GROUP,	Employee Training, Apr '15	1,266.80
8809170	05/14/2015	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Apr '15	63.00
8809171	05/14/2015	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Apr '15	1,667.71
8809172	05/14/2015	Printed		W-2300	WHITE, DONALD	Travel Advance, ICSC, May '15	300.00

Total Checks: 84

Checks Total (excluding void checks):

933,658.49

Total Payments: 84

Bank Total (excluding void checks):

933,658.49

Total Payments: 84

Grand Total (excluding void checks):

933,658.49



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 26, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PROGRESS PAYMENT NO. 17 - FINAL, FOR THE LA PAZ OPEN SPACE
IMPROVEMENT PROJECT, CIP NO. 615A**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS
PAYMENT NO. 17 - FINAL, IN THE NET AMOUNT OF \$1,895.25, TO ENVIRONMENTAL
CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENT PROJECT, CIP
NO. 615A, AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION, AND
AUTHORIZE THE RELEASE OF THE RETENTION 35 DAYS POST RECORDATION OF
THE NOTICE, IF NO LIENS HAVE BEEN FILED.**

SUMMARY:

Work on the La Paz Open Space Improvements, CIP No. 615A, began on November 18, 2013, and is being performed by Environmental Construction, Inc. Construction of the site was substantially completed in May 2014, and the project was placed into the one-year maintenance period. Work performed in April 2015 included the monthly maintenance of the site as a part of the one-year maintenance period and completion of a backflow device. The maintenance period has now been concluded and staff has accepted the entire work as complete. The contractor has submitted the seventeenth and final progress payment request for approval. It is now appropriate to accept the project and file the Notice of Completion.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The one-year maintenance period for the project has now concluded and staff has accepted the work as complete. The contractor, Environmental Construction, Inc.,

Progress Payment No. 17 – Final
La Paz Open Space Improvement Project, CIP No. 615A
May 26, 2015
Page 2

has submitted the seventeenth and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
43	¾" Backflow	0.22	LS	\$ 2,250.00	\$ 495.00
44	1 Year Maintenance Period	0.1	LS	\$ 15,000.00	\$ 1,500.00
Total To Date				\$1,108,403.28	
Less Prior Billing				<u>\$1,106,408.28</u>	
Total This Period				\$ 1,995.00	\$ 1,995.00
Less 5% Retention					<u>\$ (99.75)</u>
Due					\$ 1,895.25

This Progress Payment is the final payment for the project and it is now appropriate to record the Notice of Completion for the project. If there are no liens subsequently filed, the retention is to be released 35 days post recordation of the Notice.

FISCAL IMPACT:

The Capital Improvement Program (CIP) Budget did not anticipate this project would have expenditures in the 2014-15 Fiscal Year. Therefore, an adjustment to the CIP project allocations will be made to cover these minor maintenance and related expenditures.

ATTACHMENT:

- Notice of Completion

Recording Requested by and
When Recorded Mail to:

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

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on May 26, 2015.

Description of Improvements

La Paz Open Space Improvement Project, CIP No. 615A, along the northerly side of La Paz Road from Moulton Parkway to Alameda Avenue, including clearing and grubbing, grading, landscaping, irrigation, fencing, and trail construction.

General Location

Northerly side of La Paz Road from Moulton Parkway to Alameda Avenue, Laguna Hills, CA.

Owner of Property Address

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

Contractor

Environmental Construction, Inc.
21550 Oxnard Street Suite #1050
Woodland Hills, CA 91367

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

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

Dated: May 27, 2015

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 26, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: ASSIGNMENT AND ASSUMPTION AGREEMENT RELATING TO THE 2014 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND HALL & FOREMAN, INC., FOR GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT CONSULTING SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE ASSIGNMENT AND ASSUMPTION AGREEMENT RELATING TO THE 2014 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND HALL & FOREMAN, INC., FOR GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT CONSULTING SERVICES AND AUTHORIZE THE CITY MANAGER TO SIGN THE ASSIGNMENT AND ASSUMPTION AGREEMENT ATTACHED HERETO.

SUMMARY:

The City has contracted with the Professional Services firm of Hall & Foreman, Inc., (HFI) for Geographic Information System (GIS) Technical Support Consulting Services. Last fall, HFI merged with a larger firm, David Evans Associates (DEA), and it is necessary for the parties to execute an Assignment and Assumption Agreement to correctly reflect the entity to which the City has contracted. The merger of HFI and DEA has strengthened the service menu and technical expertise now available to the City through DEA and approval of the attached Assignment and Assumption Agreement is recommended in order to maintain our current services in support of the GIS.

BACKGROUND:

On February 11, 2014, the City entered into a Professional Services Agreement with HFI for the provision of GIS Technical Support Consulting Services. This firm assists staff to operate, maintain, and improve the in-house operated GIS in order to enhance the efficiency of our services being provided to the community. By letter dated September 2, 2014, attached, the Chief Executive Officer of HFI advised the City that their firm was

merging with a larger firm, DEA, and, as a result, the services being provided would continue unabated consistent with the terms of the Professional Services Agreement.

The merger of HFI and DEA has strengthened the service menu and technical expertise now available to the City through DEA. No changes to the Professional Services Agreement or fees will result from the recognition of the merger of HFI and DEA. It is necessary for the parties to execute an Assignment and Assumption Agreement, as has been prepared by the City Attorney, to correctly reflect the entity to which the City has contracted. Approval of the attached Assignment and Assumption Agreement is recommended in order to maintain our current services in support of the GIS.

FISCAL IMPACT:

None

ATTACHMENTS:

- September 2, 2014 Letter
- Assignment and Assumption Agreement Relating to the 2014 Professional Services Agreement Between the City of Laguna Hills and Hall & Foreman, Inc., for Geographic Information System Technical Support Consulting Services

SEP 05 2014



Engineering ■ Planning ■ Surveying

CITY OF LAGUNA HILLS

September 2, 2014

II.140193.0000

Mr. Ken Rosenfield
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Re: Laguna Hills GIS - - Professional Services Agreements for Civil Engineering

Dear Ken:

As you may have already heard, Hall & Foreman, Inc. (HFI) is initiating an important change to our business. We have agreed to a stock merger with David Evans and Associates, Inc., effective in early August, 2014. David Evans and Associates, Inc. (DEA) is an Oregon based company with a long history of land development and infrastructure planning and design expertise in the transportation, water resources, and energy businesses along with hydrographic and land survey specialties. As a combined company, we will continue to work together to understand client needs, provide creative thinking, technical excellence, and deliver extraordinary service. DEA has twenty offices throughout Oregon, Washington, Idaho, California, Arizona, Colorado, Mississippi, and New York, and employs over 750 people. The merger of HFI and DEA will result in a total of ten office locations in California.

Please take a moment to check out DEA's website at www.deainc.com for more information about our new company.

This merger will make the services we provide to our clients even stronger. The same staff and locations of HFI will remain in place but will have greater resources and expertise associated with a larger company.

To make this transition occur as smoothly as possible, please execute and return the attached "Consent to Assignment". Your prompt response will help ensure that there is no disruption to services on your project.

Sincerely,

Hall & Foreman, Inc.

John C. Hogan
 C.E.O. / Principal
 Tustin Office

H:\Corporate\I&A\DEA\Client Notifications\Post-Closing Consent Letters\Mail Merge\Letter of Consent City of Laguna Hills 9-2-14.doc

Tustin
 17782 17th Street, Suite 200
 Tustin, CA 92780-1947
 Tel 714.665.4500 • Fax 714.665.4501

Los Angeles
 811 Wilshire Blvd., Suite 1450
 Los Angeles, CA 90017-2606
 Tel 213.785.7887

Santa Clarita
 25152 Springfield Court, Suite 350
 Santa Clarita, CA 91355-1096
 Tel 661.284.7400 • Fax 661.284.7401

Temecula
 41951 Remington Avenue, Suite 130
 Temecula, CA 92590-2553
 Tel 951.294.9300 • 951.294.9301

Victorville
 14297 Cajon Avenue, Suite 101
 Victorville, CA 92392-2335
 Tel 760.524.9100 • 760.524.9101

5/26/2015 ITEM NO. 3.6

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2014 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HALL & FOREMAN, INC., FOR
GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT
CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 26th day of May, 2015, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HALL & FOREMAN, INC., an Oregon corporation ("H&F"), and DAVID EVANS AND ASSOCIATES, INC., an Oregon corporation ("DEA"). City, H&F, and DEA are hereinafter collectively referred to as the "Parties".

RECITALS

A. City previously entered into that certain professional services agreement dated February 11, 2014, with Hall & Foreman, Inc., a California corporation ("Consultant"), which is entitled, Professional Services Agreement (Geographic Information System Technical Support Consulting Services), for a contract term of five (5) years commencing on February 11, 2014, and ending on February 11, 2019 (the "Agreement").

B. On September 2, 2014, Consultant by way of written correspondence notified the City that it is merging with H&F, which in turn will merge with DEA, the corporation that will ultimately hold right, title, interest and responsibility for performance of Agreement.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Consultant has requested that City consent to and allow H&F and DEA to formally assume Consultant's rights, title, interests, liabilities, burdens, and obligations under the Agreement.

D. H&F and DEA now wish to assume all Consultant's rights, title, interests, burdens, obligations, responsibilities and liabilities in the Agreement and request City consent and authorization to the transfer and assignment of the Agreement to H&F and DEA.

E. Accordingly, City, H&F, and DEA desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

1. For the period of Consultant's merger with H&F, H&F assumes, and City hereby acknowledges and consents to H&F's assumption of, all of the rights, title, interests, burdens, obligations, responsibilities and liabilities of Consultant pursuant to the terms of the Agreement. H&F hereby expressly and unconditionally agrees to perform and fulfill, from and after its acquisition of Consultant, all the duties, terms, covenants, conditions, and obligations required to be fulfilled and performed by Consultant under the Agreement.

2. For the period commencing with H&F's merger with DEA, DEA assumes, and City hereby acknowledges and consents to DEA's assumption of, all of the rights, title, interests, burdens, obligations, responsibilities and liabilities of Consultant and H&F pursuant to the terms of the Agreement. DEA hereby expressly and unconditionally agrees to perform and fulfill, from and after its acquisition of H&F, all the duties, terms, covenants, conditions, and obligations required to be fulfilled and performed by Consultant and H&F under the Agreement.

3. City's consent to the assignment and assumption of the Agreement as provided for herein shall not be construed to release, waive, or otherwise compromise the obligations of Consultant and H&F under the Agreement and applicable law, or any violations thereof, whether known or unknown by City, which occurred prior to H&F's acquisition of the Consultant, or DEA's acquisition of H&F, or for any subsequent performance of the Agreement by the Consultant, H&F and/or DEA.

4. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

5. This Assignment may be executed in multiple counterparts (each of which is to be deemed an original for all purposes).

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

CITY OF LAGUNA HILLS,
a California municipal corporation

Bruce E. Channing,
City Manager

Attest:

Melissa Au-Yeung
City Clerk

Approved as to form:

Gregory E. Simonian,
City Attorney

HALL & FOREMAN, Inc.,
an Oregon Corporation

By: Ron Gasper
Its: President

Attest:

John Hogan, Assistant Secretary

DAVID EVANS AND ASSOCIATES, INC.
an Oregon Corporation

By: Ron Gasper
Its: Chief Financial Officer

Attest:

Erin Austin, Assistant Secretary



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 26, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRUCE E. CHANNING
CITY MANAGER

ISSUE: APPROVAL OF FISCAL YEAR 2015-2016 LAW ENFORCEMENT SERVICES AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE FISCAL YEAR 2015-2016 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

SUMMARY:

The City of Laguna Hills has provided police services for general law and traffic enforcement under an Agreement with the Orange County Sheriff's Department since 1992. Renewing the Agreement will provide the City with a police services complement of 33.10 full-time equivalent (FTE) employees, including shared staffing with Laguna Woods and Aliso Viejo. Major fiscal changes to the Agreement include the following: 1) a fair share cost allocation of patrol sergeants among Laguna Hills, Laguna Woods, and Aliso Viejo; 2) the recognition of a unified police district during the midnight shift for the same three cities; 3) the reduction of one motorcycle deputy position; 4) increased division overhead costs to reflect the new model for Southeast and Southwest operations; and 5) increased training costs due to the inclusion of the Field Training Bureau. The total contract cost is \$6,928,991, which is a -2.94% reduction from Fiscal Year 2014-2015. Staff is recommending approval.

BACKGROUND:

The proposed Agreement has the City paying directly for 26.43 FTE positions and benefitting from sharing the cost of Patrol Sergeants and midnight shift Patrol Deputies equally with Laguna Woods and Aliso Viejo. The table below shows the staffing complement for Fiscal Year 2015-2016 compared to Fiscal Year 2014-2015:

	2014-15	2015-16
Direct Contract Positions		
Lieutenant	1	1
Administrative Sergeant	1	1
Patrol Sergeants	1.97	1.33
Investigators	2	2
Patrol Deputies	15	14
School Resource Officer	1	1
Motorcycle Deputies	3	2
Community Service Officers	2	2
Crime Prevention Specialist	1	1
Shared Regional Staff	0.830	1.10
Shared Local Positions		
Shared Patrol Sergeants	2.03	2.67
Shared Patrol Deputies	0	4
Total Staffing Complement	30.83	33.10

Last June, the City Council received a report on police services from Matrix Consulting. That report included a number of recommendations including: exploring alternative cost sharing arrangements with Laguna Woods for the true value of the coverage and proactivity received from Laguna Hills, recognition of a unified police district for the midnight shift, and the reduction of one motorcycle officer.

Over the past year, staff has worked with both Laguna Woods and Aliso Viejo (the City of Aliso Viejo has a similar arrangement with Laguna Woods) to achieve contract equity among all three cities. When evaluated as a whole, the current and past complement of police services staffing in all three cities has been appropriate. The purpose of contract equity is to ensure that all three cities are paying their fair and equitable share of the cost to provide services. With assistance from the Sheriff's Department, we were able to make great strides toward achieving contract equity in Fiscal Year 2015-2016. It should be noted that the actual staffing complement in the field among the three cities remains unchanged; what will change for Fiscal Year 2015-2016 is recognition of the sub-regional nature of field supervision (Patrol Sergeants) and midnight shift coverage (Patrol Deputies) and a fair sharing of the associated costs.

The Matrix report also evaluated the City's motorcycle unit workload and performance. Historically, the City has used the Traffic Enforcement Index for an indicator of traffic enforcement effectiveness, which suggests that the ratio of injury accidents to the number of moving citations plus the number of DUI arrests should be in the 1:35 – 1:40 range. The report found that two motorcycle officers working the entire year can reasonably

achieve the number of citations/arrests needed to meet the desired ratio. As a result of this analysis, the proposed Agreement reduces the number of Motorcycle Deputies from three to two.

FISCAL IMPACT:

The total cost for law enforcement services for Fiscal Year 2015-2016 is \$6,928,991 for a decrease of -2.94% over the current year contract cost. This represents a per capita cost of \$225. The average per capita Sheriff Contract cost among all contract cities in Orange County is \$195.

ATTACHMENTS:

- Law Enforcement Services Agreement

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAGUNA HILLS**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this First day of May 2015, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

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

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

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

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TABLE OF CONTENTS

	<u>SECTION</u>	<u>PAGE</u>
1		
2		
3		
4	A. Term	3
5	B. Optional Termination or Extension	3
6	C. Regular Services by COUNTY	3
7	D. Enhanced and Supplemental Services by COUNTY	7
8	E. Patrol Video Systems	10
9	F. Licensing Services by CITY	12
10	G. Payment	12
11	H. Notices	18
12	I. Status of COUNTY	19
13	J. State Audit	19
14	K. Alteration of Terms	20
15	L. Indemnification	20
16	M. Traffic Violator Apprehension Program	21
17	N. Mobile Data Computers	24
18	O. E-Citation Units	25
19	Signature Page	27
20	//	
21	//	
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2015 and terminate
3 June 30, 2016 unless earlier terminated by either party or extended in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

6 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-
7 hundred and eighty (180) days written notice to the other party.

8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2016 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2016 and June 30, 2017, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2016 and
17 August 31, 2016 and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2015 through June 30, 2016. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

22 **C. REGULAR SERVICES BY COUNTY:**

23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
24 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
25 services as hereinafter provided. Such services shall include the
26 enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

28 //

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF. Personnel of each shift may work varying and different times
4 and may be deployed to other shifts when, in the opinion of SHERIFF and
5 CITY Manager, the need arises. Any long-term shift deployment change will
6 be reported to CITY's Council.

7 3. The level of service, other than for licensing, to be provided by the COUNTY
8 for the period July 1, 2015 through June 30, 2016, shall be as follows:

9 **Management:**

- 10 • One (1) Lieutenant
11 (80 hours per two-week pay period)

12 **Supervision:**

- 13 • One (1) Sergeant – Administrative (80 hours per two-week pay period)
14 • One (1) Sergeant - Patrol (80 hours per two-week pay period)
15 • Thirty-three one hundredths of one (0.33) Sergeants - Patrol
16 (26.40 hours per two-week pay period)

17 **Investigation Services:**

- 18 • Two (2) Investigators (each 80 hours per two-week pay period)

19 **Patrol Services:**

- 20 • Fourteen (14) Deputy Sheriff IIs - Patrol
21 (each 80 hours per two-week pay period)

22 Deployment to be determined by SHERIFF in cooperation with CITY
23 Manager.

24 **School Resource Services**

- 25 • One (1) Deputy Sheriff II
26 (80 hours per two-week pay period)

27 Deployment to be determined by SHERIFF in cooperation with CITY
28 Manager.

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 **Traffic Services:**

- 3 • Two (2) Deputy Sheriff IIs - Motorcycle
4 (each 80 hours per two-week pay period)
5 Deployment to be determined by SHERIFF in cooperation with CITY
6 Manager.

7 **Parking Control:**

- 8 • Two (2) Community Services Officers
9 (each 80 hours per two-week pay period)

10 **Crime Prevention:**

- 11 • One (1) Crime Prevention Specialist (80 hours per two-week pay period)

12 **Regional / Shared Staff:**

- 13 • 6.77 percent of sixty one hundredths of one (0.60) Sergeant - Traffic
14 • 6.77 percent of four (4) Deputy Sheriff IIs - Traffic
15 • 6.77 percent of two (2) Investigative Assistants - Traffic
16 • 6.77 percent of one (1) Office Specialist - Traffic
17 • 5.05 percent of thirty one hundredths of one (0.30) Sergeant –
18 Auto Theft
19 • 5.05 percent of two (2) Investigators – Auto Theft
20 • 5.05 percent of one (1) Investigative Assistant – Auto Theft
21 • 5.05 percent of one (1) Office Specialist – Auto Theft
22 • 4.42 percent of one (1) Sergeant – Directed Enforcement Team (DET)
23 • 4.42 percent of one (1) Investigator – Directed Enforcement Team (DET)
24 • 6.97 percent of one (1) Office Specialist - Subpoena
25 • 9.84 percent of two (2) Investigative Assistants – Court
26 • 6.25 percent of one half of one (0.50) Motorcycle Sergeant
27 • Service Ins/Service Outs
28 (Shared Service with Cities of Aliso Viejo and Laguna Woods)

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

- 2 4. For any service listed in Subsection C-3 of this Agreement that is provided
3 to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
4 the option to terminate such service in the event the other city or cities that
5 contract for the balance of the time of the employee providing the service no
6 longer pay(s) for such service and CITY does not request the Agreement be
7 amended to pay 100% of the cost of the employee providing such service.
8 The Maximum Obligation of CITY set forth in Subsection G-3 will be
9 adjusted accordingly.
- 10 5. All services contracted for in this Agreement may not be operational on the
11 precise date specified in this Agreement. In those instances, SHERIFF
12 shall notify CITY Manager of the date or dates such service or services are
13 to be implemented. COUNTY shall reduce the monthly charges to CITY,
14 based on the actual date of implementation of the service or services.
15 Charges shall be reduced on the next monthly billing tendered in
16 accordance with Subsection G-4 of this Agreement.
- 17 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
18 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
19 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
20 CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to
21 CITY as soon as possible once the emergency situation is under control.
- 22 7. With respect to the licensing ordinances of CITY listed in Attachment A
23 hereto, which is incorporated herein by this reference, SHERIFF shall
24 receive applications for CITY licenses pursuant to said ordinances and
25 complete investigations relating to such applications. Said investigations
26 shall be forwarded to CITY Manager. COUNTY shall not provide any
27 advisory, administrative, hearing or litigation attorney support or services
28 related to licensing. COUNTY shall not provide any administrative or

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 investigatory services related to the licensing ordinances listed in
3 Attachment A hereto, except the investigations relating to initial applications
4 for which this subsection provides.

- 5 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
6 CITY Manager, on behalf of CITY, are authorized to execute written
7 amendments to this Agreement to increase or decrease the level of service
8 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually
9 agree that such increase or decrease in the level of service is appropriate.
10 Any such amendment to the Agreement shall concomitantly increase or
11 decrease the cost of services payable by CITY set forth in Subsection G-2
12 and the Maximum Obligation of CITY set forth in Subsection G-3, in
13 accordance with the current year's COUNTY law enforcement cost study.
14 SHERIFF and CITY Manager shall file copies of any such amendments to
15 this Agreement with the Clerk of COUNTY's Board of Supervisors and
16 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
17 CITY Manager may not, in the aggregate, increase or decrease the cost of
18 services payable by CITY by more than one percent (1%) of the total cost
19 originally set forth in Subsection G-2 and the Maximum Obligation originally
20 set forth in Subsection G-3.

21 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
22 required before execution of any amendment that brings the aggregate total
23 of changes in costs payable by CITY to more than one percent (1%) of the
24 total cost originally set forth in Subsection G-2 and the Maximum Obligation
25 originally set forth in Subsection G-3 of this Agreement.

26 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

- 27 1. Enhanced services for events on CITY property. At the request of CITY,
28 through its City Manager, SHERIFF may provide enhanced law

1 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**

2 enforcement services for functions, such as community events, conducted
3 on property that is owned, leased or operated by CITY. SHERIFF shall
4 determine personnel and equipment needed for such enhanced services.
5 To the extent the services provided at such events are at a level greater
6 than that specified in Subsection C-3 of this Agreement, CITY shall
7 reimburse COUNTY for such additional services, at an amount computed
8 by SHERIFF, based on the current year's COUNTY law enforcement cost
9 study. The cost of these enhanced services shall be in addition to the
10 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.
11 SHERIFF shall bill CITY immediately after each such event.

12 2. Supplemental services for occasional events operated by private individuals

13 and entities on non-CITY property. At the request of CITY, through its City
14 Manager, and within the limitations set forth in this Subsection D-2,
15 SHERIFF may provide supplemental law enforcement services to preserve
16 the peace at special events or occurrences that occur on an occasional
17 basis and are operated by private individuals or private entities on non-CITY
18 property. SHERIFF shall determine personnel and equipment needed for
19 such supplemental services, and will provide such supplemental services
20 only if SHERIFF is able to do so without reducing the normal and regular
21 ongoing services that SHERIFF otherwise would provide to CITY pursuant
22 to this Agreement. Such supplemental services shall be provided only by
23 regularly appointed full-time peace officers, at rates of pay governed by a
24 Memorandum of Understanding between COUNTY and the bargaining
25 unit(s) representing the peace officers providing the services. Such
26 supplemental services shall include only law enforcement duties and shall
27 not include services authorized to be provided by a private patrol operator,
28 as defined in Section 7582.1 of the Business and Professions Code. Law

1 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**

2 enforcement support functions, including, but not limited to, clerical
3 functions and forensic science services, may be performed by non-peace
4 officer personnel if the services do not involve patrol or keeping the peace
5 and are incidental to the provision of law enforcement services. CITY shall
6 reimburse COUNTY its full, actual costs of providing such supplemental
7 services at an amount computed by SHERIFF, based on the current year's
8 COUNTY law enforcement cost study. The cost of these supplemental
9 services shall be in addition to the Maximum Obligation of CITY set forth in
10 Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately
11 after each such event.

- 12 3. Supplemental services for events operated by public entities on non-CITY
13 property. At the request of CITY, through its City Manager, and within the
14 limitations set forth in this Subsection D-3, SHERIFF may provide
15 supplemental law enforcement services to preserve the peace at special
16 events or occurrences that occur on an occasional basis and are operated
17 by public entities on non-CITY property. SHERIFF shall determine
18 personnel and equipment needed for such supplemental services, and will
19 provide such supplemental services only if SHERIFF is able to do so without
20 reducing services that SHERIFF otherwise would provide to CITY pursuant
21 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
22 providing such supplemental services at an amount computed by SHERIFF,
23 based on the current year's COUNTY law enforcement cost study. The cost
24 of these supplemental services shall be in addition to the Maximum
25 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF
26 shall bill CITY immediately after each such event.

27 //

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1 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

2 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
3 the services of the Sheriff at events, for which CITY issues permits, that are
4 operated by private individuals or entities or public entities. SHERIFF shall
5 determine personnel and equipment needed for said events. If said events
6 are in addition to the level of services listed in Subsection C-3 of this
7 Agreement, CITY shall reimburse COUNTY for such additional services at
8 an amount computed by SHERIFF, based upon the current year's COUNTY
9 law enforcement cost study. The cost of these services shall be in addition
10 to the Maximum Obligation of CITY set forth in Subsection G-3 of this
11 Agreement. Sheriff shall bill City immediately after said services are
12 rendered.

13 5. In accordance with Government Code Section 51350, COUNTY has
14 adopted Board Resolution 89-1160 which identifies Countywide services,
15 including but not limited to helicopter response. SHERIFF through this
16 contract provides enhanced helicopter response services. The cost of
17 enhanced helicopter response services is included in the cost of services
18 set forth in Subsection G-2 and in the Maximum Obligation of CITY set forth
19 in Subsection G-3. COUNTY shall not charge any additional amounts for
20 enhanced helicopter services after the cost of services set forth in
21 Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3
22 has been established without written notification to the CITY.

23 **E. PATROL VIDEO SYSTEMS:**

24 1. As part of the law enforcement services to be provided to CITY, COUNTY
25 has provided, or will provide, patrol video systems (hereinafter called "PVS")
26 that are or will be mounted in patrol vehicles designated by COUNTY for
27 use within CITY service area.

28 //

1 **E. PATROL VIDEO SYSTEMS: (Continued)**

2 2. SHERIFF has the exclusive right to use said PVS for law enforcement
3 services related to this Agreement.

4 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
5 installation of Patrol Video Systems that are or will be mounted in patrol
6 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
7 COUNTY, including the costs of maintenance and contributions to a fund for
8 replacement and upgrade of such PVS when they become functionally or
9 technologically obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance and
11 replacement/upgrade of PVS, are included in the costs set forth in
12 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
13 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
14 not be charged additional amounts for maintenance or replacement/upgrade
15 of said PVS during the period July 1, 2015 through June 30, 2016.

16 4. If, following the initial acquisition of PVS referenced above, CITY requires
17 PVS for additional patrol cars designated for use in the CITY service area,
18 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
19 CITY will pay to COUNTY a) the full costs of acquisition and installation of
20 said additional PVS, and b) the full recurring costs for said PVS, as deemed
21 necessary by COUNTY, including the costs of maintenance, and
22 contributions to a fund for replacement and upgrade of such PVS when they
23 become functionally or technologically obsolete. Said costs related to
24 additional PVS are not included in, and are in addition to, the costs set forth
25 in Subsection G-2 and the Maximum Obligation of CITY set forth in
26 Subsection G-3 of this Agreement.

27 5. County will replace and/or upgrade PVS as needed. The costs of
28 replacing/upgrading PVS shall be paid by COUNTY from the

1 **E. PATROL VIDEO SYSTEMS: (Continued)**

2 replacement/upgrade funds to be paid by CITY in accordance with the
3 foregoing. CITY shall not be charged any additional charge to replace or
4 upgrade PVS.

5 **F. LICENSING SERVICES BY CITY:**

6 Upon receipt from COUNTY of investigations of applications for licenses
7 referred to in Subsection C-7 of this Agreement, CITY Manager shall determine
8 whether to grant or deny the licenses and will issue the licenses or notify the
9 applicants of denial. CITY shall provide all attorney services related to the
10 granting, denial, revocation and administration of said licenses and the
11 enforcement of CITY ordinances pertaining to said licenses.

12 **G. PAYMENT:**

- 13 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
14 COUNTY the full costs of performing the services mutually agreed upon in
15 this Agreement. The costs of services include salaries, wages, benefits,
16 mileage, services, supplies, equipment, and divisional, departmental and
17 COUNTY General overhead.
- 18 2. Unless the level of service described in Subsection C-3 is increased or
19 decreased by mutual agreement of the parties, or CITY is required to pay
20 for increases as set forth in Subsection G-5, the full cost of services
21 described in Subsection C-3 of this Agreement, other than Licensing
22 Services, to be provided by the COUNTY for the period July 1, 2015 through
23 June 30, 2016, shall be as follows:

24 **SERVICE**

COST OF SERVICE

25 **Management:**

- 26 • One (1) Lieutenant
27 @ \$319,245/each

\$ 319,245

28 //

1 **G. PAYMENT: (Continued)**

2 **SERVICE**

COST OF SERVICE

3 **Supervision:**

- 4 • One and thirty-three one hundredths (1.33) Sergeants - Patrol
- 5 @ \$277,869/each \$ 369,566
- 6 • One (1) Sergeant - Administrative
- 7 @ \$277,869/each \$ 277,869

8 **Investigation Services:**

- 9 • Two (2) Investigators
- 10 @ \$275,999/each \$ 551,998

11 **Patrol Services:**

- 12 • Fourteen (14) Deputy Sheriff IIs - Patrol
- 13 @ \$230,739/each \$ 3,230,346

14 **School Resource Services**

- 15 • One (1) Deputy Sheriff II
- 16 @ \$230,739/each \$ 230,739

17 **Traffic Services:**

- 18 • Two (2) Deputy Sheriff IIs - Motorcycle
- 19 @ \$235,922/each \$ 471,844

20 **Parking Control:**

- 21 • Two (2) Community Services Officers
- 22 @ \$114,356/each \$ 228,712

23 **Crime Prevention:**

- 24 • One (1) Crime Prevention Specialist
- 25 @ \$92,906/each \$ 92,906

26 **Regional / Shared Staff:**

- 27 • 6.77% of sixty one hundredths of one (0.60) Sergeant - Traffic
- 28 @ \$281,289/each \$ 11,426

1 **G. PAYMENT: (Continued)**

2 **SERVICE**

COST OF SERVICE

3	• 6.77% of four (4) Deputy Sheriff IIs - Traffic	
4	@ \$245,706/each	\$ 66,537
5	• 6.77% of two (2) Investigative Assistants - Traffic	
6	@ \$115,074/each	\$ 15,581
7	• 6.77% of one (1) Office Specialist - Traffic	
8	@ \$92,928/each	\$ 6,291
9	• 5.05% of thirty one hundredths of one (0.30) Sergeant – Auto Theft	
10	@ \$280,513/each	\$ 4,250
11	• 5.05% of two (2) Investigators – Auto Theft	
12	@ \$251,035/each	\$ 25,355
13	• 5.05% of one (1) Investigative Assistant – Auto Theft	
14	@ \$119,265/each	\$ 6,023
15	• 5.05% of one (1) Office Specialist – Auto Theft	
16	@ \$91,980/each	\$ 4,645
17	• 4.42% of one (1) Sergeant – Directed Enforcement Team (DET)	
18	@ \$379,854/each	\$ 16,790
19	• 4.42% of one (1) Investigator – Directed Enforcement Team (DET)	
20	@ \$300,961/each	\$ 13,302
21	• 6.97% of one (1) Office Specialist – Subpoena	
22	@ \$84,796/each	\$ 5,910
23	• 9.84% of two (2) Investigative Assistants – Court	
24	@ \$116,732/each	\$ 22,973
25	• 6.25% of one-half of one (0.50) Motorcycle Sergeant	
26	@ \$308,496/each	\$ 9,641
27	• Service Ins/Service Outs	(\$ 22,110)
28	(Credit for Shared Services with Cities of Aliso Viejo and Laguna Woods)	

1 **G. PAYMENT: (Continued)**

2 **SERVICE**

COST OF SERVICE

3 **Other Charges and Credits:** \$ 969,152

4 **Charges:** Annual leave paydowns and apportionment of cost of leave
5 balances paid at end of employment; premium pay for bilingual
6 staff; contract administration; data line charges; direct services and
7 supplies; E-citation; enhanced helicopter response services; facility
8 lease; holiday pay; comp and straight time; Integrated Law &
9 Justice Agency of Orange County; mobile data computer (MDC)
10 recurring costs; on-call pay; overtime; patrol training cost allocation;
11 patrol video systems (PVS) recurring costs; retirement rate
12 discount expenses (interest and cost of issuance); training;
13 transportation costs including vehicle fuel, mileage interest for
14 replacement vehicles and maintenance.

15 **Credits:** Local assistance funding; false alarm fees; overtime rate
16 adjustment; reimbursement for training and miscellaneous
17 programs; credit for shared Sergeant to City of Laguna Woods;
18 retirement rate discount FY 2015-16.

19 **TOTAL COST OF SERVICES**

\$ 6,928,991

- 20 3. Unless the level of service described in Subsection C-3 is increased or
21 decreased, or CITY is required to pay for increases as set forth in
22 Subsection G-5; the Maximum Obligation of CITY for services, other than
23 Licensing Services, described in Subsection C-3 of this Agreement, to be
24 provided by the County for the period July 1, 2015 through June 30, 2016, is
25 \$6,928,991.
- 26 4. COUNTY shall invoice CITY monthly. During the period July 1, 2015
27 through June 30, 2016, said invoices will require payment by CITY of one-
28 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3

1 **G. PAYMENT: (Continued)**

2 of this Agreement, as said Maximum Obligation may have been increased
3 or decreased pursuant to mutual agreement of the parties. In addition, if a
4 determination is made that increases described in Subsection G-5 must be
5 paid, COUNTY thereafter shall include the pro-rata charges for such
6 increases in its monthly invoices to CITY for the balance of the period
7 between July 1, 2015 and June 30, 2016.

8 5-a. At the time this Agreement is executed, there are unresolved issues
9 pertaining to potential changes in salaries and benefits for COUNTY
10 employees. The costs of such potential changes are not included in the
11 Fiscal Year 2015-16 cost set forth in Subsection G-2 nor in the Fiscal Year
12 2015-16 Maximum Obligation of CITY set forth in Subsection G-3 of this
13 Agreement. If the changes result in the COUNTY incurring or becoming
14 obligated to pay for increased costs for or on account of personnel whose
15 costs are included in the calculations of costs charged to CITY hereunder,
16 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
17 Subsection G-3 of this Agreement, the full costs of said increases to the
18 extent such increases are attributable to work performed by such personnel
19 after July 1, 2015, and CITY's Maximum Obligation hereunder shall be
20 deemed to have increased accordingly. CITY shall pay COUNTY in full for
21 such increases on a pro-rata basis over the portion of the period between
22 July 1, 2015 and June 30, 2016 remaining after COUNTY notifies CITY that
23 increases are payable. If the changes result in the COUNTY incurring or
24 becoming obligated to pay for decreased costs for or on account of
25 personnel whose costs are included in the calculations of costs charged to
26 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
27 the extent such decreases are attributable to work performed by such
28 personnel during the period July 1, 2015 through June 30, 2016, and CITY's

1 **G. PAYMENT: (Continued)**

2 Maximum Obligation hereunder shall be deemed to have decreased
3 accordingly. COUNTY shall reduce required payment by CITY in full for
4 such decreases on a pro-rata basis over the portion of the period between
5 July 1, 2015 and June 30, 2016 remaining after COUNTY notifies CITY that
6 the Maximum Obligation has decreased.

7 5-b. If CITY is required to pay for increases as set forth in Subsection G-5a
8 above, COUNTY, at the request of CITY, will thereafter reduce the level of
9 service to be provided to CITY pursuant to Subsection C-3 of this
10 Agreement to a level that will make the Maximum Obligation of CITY
11 hereunder for the period July 1, 2015 through June 30, 2016 an amount
12 specified by CITY that is equivalent to or higher or lower than the Maximum
13 Obligation set forth in Subsection G-3 for said period at the time this
14 Agreement originally was executed. The purpose of such adjustment of
15 service levels will be to give CITY the option of keeping its Maximum
16 Obligation hereunder at the pre-increase level or at any other higher or
17 lower level specified by CITY. In the event of such reduction in level of
18 service and adjustment of costs, the parties shall execute an amendment to
19 this Agreement so providing. Decisions about how to reduce the level of
20 service provided to CITY shall be made by SHERIFF with the approval of
21 CITY.

22 6. CITY shall pay COUNTY in accordance with COUNTY Board of
23 Supervisors' approved County Billing Policy, which is attached hereto as
24 Attachment B and incorporated herein by this reference.

25 7. COUNTY shall charge CITY late payment penalties in accordance with
26 County Billing Policy.

27 //

28 //

1 **G. PAYMENT: (Continued)**

- 2 8. As payment for the Licensing Services described in Subsection C-7 of this
3 Agreement, COUNTY shall retain all fees paid by applicants for licenses
4 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
5 said fees by COUNTY shall constitute payment in full to COUNTY for costs
6 incurred by COUNTY in performing the functions related to licensing
7 described in Subsection C-7; provided, however, that if any of said fees are
8 waived or reduced by CITY, CITY shall pay to COUNTY the difference
9 between the amount of fees retained by COUNTY and the fees that were
10 set forth in the ordinances listed in Attachment A at the time this Agreement
11 was executed. If CITY increases the fee schedule for the licensing
12 ordinances set forth in Attachment A, either party shall have the right to
13 seek amendment of this Agreement with respect to the division of the
14 increased fees between CITY and COUNTY.
- 15 9. Fees generated or collected by SHERIFF contract personnel for copying of
16 documents related to the services provided in this Agreement will be at
17 COUNTY-established rates and will be credited to CITY on an annual basis.
- 18 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
19 which is incorporated herein by this reference.

20 **H. NOTICES:**

- 21 1. Except for the notices provided for in Subsection 2 of this Section, all
22 notices authorized or required by this Agreement shall be effective when
23 written and deposited in the United States mail, first class postage prepaid
24 and addressed as follows:

25 **CITY:** ATTN: CITY MANAGER
26 24035 EL TORO ROAD
27 LAGUNA HILLS, CA 92653

28 //

1 **G. PAYMENT: (Continued)**

2 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
3 SHERIFF-CORONER DEPARTMENT
4 320 NORTH FLOWER STREET, SUITE 108
5 SANTA ANA, CA 92703

- 6 2. Termination notices shall be effective when written and deposited in the
7 United States mail, certified, return receipt requested and addressed as
8 above.

9 **I. STATUS OF COUNTY:**

10 COUNTY is, and at all times shall be deemed to be, an independent contractor.
11 Nothing herein contained shall be construed as creating the relationship of
12 employer and employee, or principal and agent, between CITY and COUNTY
13 or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall
14 retain all authority for rendition of services, standards of performance, control of
15 personnel, and other matters incident to the performance of services by
16 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
17 shall not be entitled to any rights or privileges of CITY employees and shall not
18 be considered in any manner to be CITY employees.

19 **J. STATE AUDIT:**

20 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
21 subject to examination and audit by the State Auditor for a period of three (3)
22 years after final payment by CITY to COUNTY under this Agreement. CITY
23 and COUNTY shall retain all records relating to the performance of this
24 Agreement for said three-year period, except that those records pertaining to
25 any audit then in progress, or to any claims or litigation, shall be retained
26 beyond said three-year period, until final resolution of said audit, claim or
27 litigation.

28 //

1 **K. ALTERATION OF TERMS:**

2 This Agreement fully expresses all understanding of CITY and COUNTY with
3 respect to the subject matter of this Agreement and shall constitute the total
4 Agreement between the parties for these purposes. No addition to, or
5 alteration of, the terms of this Agreement shall be valid unless made in writing,
6 formally approved and executed by duly authorized agents of both parties.

7 **L. INDEMNIFICATION:**

8 1. COUNTY, its officers, agents, employees, subcontractors and independent
9 contractors shall not be deemed to have assumed any liability for the
10 negligence or any other act or omission of CITY or any of its officers,
11 agents, employees, subcontractors or independent contractors, or for any
12 dangerous or defective condition of any public street or work or property of
13 CITY, or for any illegality or unconstitutionality of CITY's municipal
14 ordinances. CITY shall indemnify and hold harmless COUNTY and its
15 elected and appointed officials, officers, agents, employees, subcontractors
16 and independent contractors from any claim, demand or liability whatsoever
17 based or asserted upon the condition of any public street or work or
18 property of CITY, or upon the illegality or unconstitutionality of any municipal
19 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
20 of CITY, or its elected and appointed officials, officers, agents, employees,
21 subcontractors or independent contractors related to this Agreement,
22 including, but not limited to, any act or omission related to the maintenance
23 or condition of any vehicle or motorcycle that is owned or possessed by
24 CITY and used by COUNTY personnel in the performance of this
25 Agreement, for property damage, bodily injury or death or any other element
26 of damage of any kind or nature, and CITY shall defend, at its expense
27 including attorney fees, and with counsel approved in writing by COUNTY,
28 COUNTY and its elected and appointed officials, officers, agents,

1 **L. INDEMNIFICATION: (Continued)**

2 employees, subcontractors and independent contractors in any legal action
3 or claim of any kind based or asserted upon such condition of public street
4 or work or property, or illegality or unconstitutionality of a municipal
5 ordinance, or alleged acts or omissions. If judgment is entered against
6 CITY and COUNTY by a court of competent jurisdiction because of the
7 concurrent active negligence of either party, CITY and COUNTY agree that
8 liability will be apportioned as determined by the court. Neither party shall
9 request a jury apportionment.

- 10 2. COUNTY shall indemnify and hold harmless CITY and its elected and
11 appointed officials, officers, agents, employees, subcontractors and
12 independent contractors from any claim, demand or liability whatsoever
13 based or asserted upon any act or omission of COUNTY or its elected and
14 appointed officials, officers, agents, employees, subcontractors or
15 independent contractors related to this Agreement, for property damage,
16 bodily injury or death or any other element of damage of any kind or nature,
17 and COUNTY shall defend, at its expense, including attorney fees, and with
18 counsel approved in writing by CITY, CITY and its elected and appointed
19 officials, officers, agents, employees, subcontractors and independent
20 contractors in any legal action or claim of any kind based or asserted upon
21 such alleged acts or omissions.

22 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

- 23 1. COUNTY has established a Traffic Violator Apprehension Program ["the
24 Program"], which is operated by SHERIFF, and is designed to reduce
25 vehicle accidents caused by unlicensed drivers and drivers whose licenses
26 are suspended and to educate the public about the requirements of the
27 Vehicle Code and related safety issues with regard to driver licensing,
28 vehicle registration, vehicle operation, and vehicle parking. The Program

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

2 operates throughout the unincorporated areas of the COUNTY and in the
3 cities that contract with COUNTY for SHERIFF's law enforcement services,
4 without regard to jurisdictional boundaries, because an area-wide approach
5 to reduction of traffic accidents and driver education is most effective in
6 preventing traffic accidents. In order for CITY to participate in the Program,
7 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
8 amount and under the terms and conditions set forth in the resolution that is
9 attached hereto as Attachment D and incorporated into this Agreement by
10 reference [hereinafter referred to as a "TVAP resolution"], and has directed
11 that the revenue from such fee be used for the Program. CITY's
12 participation in the Program may be terminated at any time by rescission or
13 amendment of the TVAP resolution that is attached hereto as Attachment D.
14 In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP
15 resolution and adopts a new TVAP resolution pertaining to the above-
16 referenced fee and the Program, and 2) remains a participant in the
17 Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on
18 behalf of COUNTY, have authority to execute an amendment of this
19 Agreement to substitute CITY's amended or new TVAP resolution for
20 Attachment D hereto, as long as said amendment to this Agreement does
21 not materially change any other provision of this Agreement.

22 2. COUNTY will make available for review, at the request of CITY, all financial
23 data related to the Program as may be requested by CITY.

24 3. Fee revenue generated by COUNTY and participating cities will be used to
25 fund the following positions, which will be assigned to the Program:

- 26 • Ten one hundredths of one (0.10) Sergeant
27 (8 hours per two-week pay period)

28 //

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

- 2 • One (1) Staff Specialist
- 3 (80 hours per two-week pay period)
- 4 • One (1) Office Specialist
- 5 (80 hours per two-week pay period)

6 4. Fee revenue generated by CITY may be used to reimburse CITY for
7 expenditures for equipment and/or supplies directly in support of the
8 Program. In order for an expenditure for equipment and/or supplies to be
9 eligible for reimbursement, CITY shall submit a request for and obtain pre-
10 approval of the expenditure by using the form as shown in Attachment E.
11 The request shall be submitted within the budget schedule established by
12 SHERIFF. SHERIFF shall approve the expenditure only if both of the
13 following conditions are satisfied: 1) there are sufficient Program funds,
14 attributable to revenue generated by CITY's fee, to pay for the requested
15 purchase, and 2) CITY will use the equipment and/or supplies, during their
16 entire useful life, only for purposes authorized by its TVAP resolution in
17 effect at the time of purchase.

18 In the event that CITY terminates its participation in the Program, CITY
19 agrees that the equipment purchased by CITY and reimbursed by Program
20 funds will continue to be used, during the remainder of its useful life,
21 exclusively for the purposes authorized by CITY's TVAP resolution in effect
22 at the time of purchase.

23 5. In the event the fees adopted by COUNTY, CITY and other participating
24 jurisdictions are not adequate to continue operation of the Program at the
25 level at which it operated previously, COUNTY, at the option of CITY, will
26 reduce the level of Program service to be provided to CITY or will continue
27 to provide the existing level of Program services. COUNTY will charge CITY
28 the cost of any Program operations that exceed the revenue generated by

1 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

2 fees. Such charges shall be in addition to the Maximum Obligation of CITY
3 set forth in Subsection G-3 of this Agreement. The amount of any revenue
4 shortfall charged to CITY will be determined, at the time the revenue
5 shortfall is experienced, according to CITY's share of Program services
6 rendered. In the event of a reduction in level of Program service,
7 termination of Program service or adjustment of costs, the parties shall
8 execute an amendment to this Agreement so providing. Decisions about
9 how to reduce the level of Program service provided to CITY shall be made
10 by SHERIFF with the approval of CITY.

11 **N. MOBILE DATA COMPUTERS:**

- 12 1. As part of the law enforcement services to be provided to CITY, COUNTY
13 has provided, or will provide, mobile data computers (hereinafter called
14 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
15 designated by COUNTY for use within CITY limits.
- 16 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
17 services related to this Agreement.
- 18 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
19 installation of MDCs that are or will be mounted in patrol vehicles and
20 motorcycles assigned to CITY, and b) recurring costs, as deemed
21 necessary by COUNTY, including the costs of maintenance and
22 contributions to a fund for replacement and upgrade of such MDCs when
23 they become functionally or technologically obsolete.

24 The costs to be paid by CITY for recurring costs, including maintenance and
25 replacement/upgrade of MDCs, are included in the costs set forth in
26 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
27 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
28 not be charged additional amounts for maintenance or replacement/upgrade

1 **N. MOBILE DATA COMPUTERS (Continued)**

2 of said MDCs during the period July 1, 2015 through June 30, 2016.

- 3 4. If, following the initial acquisition of MDCs referenced above, CITY requires
4 MDCs for additional patrol cars or motorcycles designated for use in the
5 CITY, or for CITY Emergency Operations Center, COUNTY will purchase
6 said additional MDCs. Upon demand by COUNTY, CITY will pay to
7 COUNTY a) the full costs of acquisition and installation of said additional
8 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
9 by COUNTY, including the costs of maintenance, and contributions to a
10 fund for replacement and upgrade of such MDCs when they become
11 functionally or technologically obsolete. Said costs related to additional
12 MDCs are not included in, and are in addition to, the costs set forth in
13 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
14 G-3 of this Agreement.
- 15 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
16 replacing/upgrading MDCs shall be paid by COUNTY from the replacement/
17 upgrade funds to be paid by CITY in accordance with the foregoing. CITY
18 shall not be charged any additional charge to replace or upgrade MDCs.

19 **O. E-CITATION UNITS:**

- 20 1. As part of the law enforcement services to be provided to CITY, COUNTY
21 has provided, or will provide, E-Citation units designated by COUNTY for
22 use within CITY limits.
- 23 2. SHERIFF has the exclusive right to use said E-Citation units for law
24 enforcement services related to this Agreement.
- 25 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
26 E-Citation units that are assigned to CITY, and b) recurring costs, as
27 deemed necessary by COUNTY, including the costs of maintenance and
28 contributions to a fund for replacement and upgrade of such E-Citation units

1 **O. E-CITATION UNITS: (Continued)**

2 when they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance and
4 replacement/upgrade of E-Citation units, are included in the costs set forth
5 in Subsection G-2 and the Maximum Obligation of CITY set forth in
6 Subsection G-3 of this Agreement unless CITY has already paid such costs.
7 CITY shall not be charged additional amounts for maintenance or
8 replacement/upgrade of said E-Citation units during the period July 1, 2015
9 through June 30, 2016.

10 4. If, following the initial acquisition of E-Citation units referenced above, CITY
11 requires E-Citation units designated for use in CITY, COUNTY will purchase
12 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
13 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
14 and b) the full recurring costs for said E-Citation units, as deemed
15 necessary by COUNTY, including the costs of maintenance, and
16 contributions to a fund for replacement and upgrade of such E-Citation units
17 when they become functionally or technologically obsolete. Said costs
18 related to additional E-Citation units are not included in, and are in addition
19 to, the costs set forth in Subsection G-2 and the Maximum Obligation of
20 CITY set forth in Subsection G-3 of this Agreement.

21 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
22 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
23 replacement/ upgrade funds to be paid by CITY in accordance with the
24 foregoing. CITY shall not be charged any additional charge to replace or
25 upgrade E-Citation units.

26 //

27 //

28 //

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

DATED: _____

CITY OF LAGUNA HILLS

ATTEST: _____

City Clerk

BY: _____

Mayor

APPROVED AS TO FORM:

BY: _____

City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____

**Chairman of the Board of Supervisors
County of Orange, California**

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

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

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

BY: [Signature]
Deputy

DATED: 5/12/15

CITY OF LAGUNA HILLS

ORDINANCE NO. 92-6

LICENSING

BINGO GAME

BINGO OFFICIAL

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MASSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

4/30/14

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by non-RNSP personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by non-RNSP SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which non-RNSP SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

RESOLUTION NO. 2000-06-13-1

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA,
ESTABLISHING A COST RECOVERY FEE
RELATED TO VEHICLE IMPOUNDS

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the Cities in Orange County that contract for the Sheriff's law enforcement services, including this City; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Laguna Hills because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described herein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and

WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and

WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to,

the costs of personnel who perform duties for the Traffic Violator Apprehension Program and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program; and

WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this city during the normal course of duty; and

WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/ 30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Delinquent vehicle registration
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22655.3	Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle;

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:

(a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and

(b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code Section 14602.6 exceed \$152.00 per impound; and

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed \$50.00 per impound; and

WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code section 14602.6; and

WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and

(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted, (2) when the vehicle was stolen, (3) when the vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a public hearing pertaining to said proposed new fees was held by the Orange County Board of Supervisors on March 28, 2000.

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

SECTION 1. That this Council finds, in accordance with California Public Resources Code Section 21080 (b) (8), that the charges listed herein below are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the Californian Environmental Quality Act.

SECTION 2. That on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below.

(a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and

(b) A fee of \$50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section

22651 (a),
22651 (d),
22651 (e),
22651 (f),
22651 (h) (1),
22651 (h) (2),
22651 (i) (1),
22651 (j),
22651 (k),
22651 (l),
22651 (m),
22651 (n),
22651 (o) (1),
22651 (p),

22651 (r),
22651 (t),
22655.3,
22655.5 (b), or
22669.

SECTION 3. That the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

SECTION 4. That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.

SECTION 5. That said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

SECTION 6. That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it become inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 7. That at Sheriff headquarters or at any Sheriff substation, a registered owner or an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

SECTION 8. That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

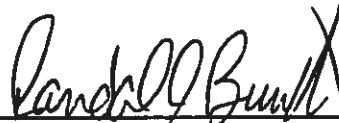
SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated

areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

SECTION 10. That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

SECTION 11. That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2000.



RANDAL J. BRESSETTE, MAYOR PRO TEMPORE

ATTEST:


MARY A. CARLSON, CITY CLERK

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

I, Mary A. Carlson, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.2000-
06-13-1 adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 13th day of June 2000, by the following vote:

AYES: Council Members Greengold, Scott, Songstad,
 And Mayor Pro Tempore Bressette

NOES: None

ABSENT: Mayor Lautenschleger

ABSTAIN: None

(SEAL)



MARY A. CARLSON, CITY CLERK

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY		
	Participating City Request to Purchase From the TVA in FY	Date	
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>
			<u>ESTIMATED COST</u>
	THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM CITY MANAGER REQUEST: Printed Name _____ DATE _____ Signature: _____		
CERTIFICATION			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT		
	Recommended For Approval CITY POLICE SERVICES CHIEF _____ MANAGER – TVA PROGRAM _____		
APPROVALS			
OCSID BUDGET USE ONLY			

MOTION TO DIRECT STAFF TO PREPARE BID DOCUMENTS FOR CITYWIDE TREE MAINTENANCE CONTRACT SERVICES, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BLOUNT.

MOTION FAILED BY A VOTE OF 2-3 (COUNCIL MEMBER SEDGWICK, MAYOR PRO TEMPORE KOGERMAN, AND MAYOR GILBERT VOTED NO).

MOTION TO APPROVE AMENDMENT NO. 1 TO CITYWIDE TREE MAINTENANCE CONTRACT SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. AND AUTHORIZE THE MAYOR TO SIGN SAID AMENDMENT NO. 1 ATTACHED HERETO, BY M/MAYOR PRO TEMPORE KOGERMAN, S/COUNCIL MEMBER SEDGWICK.

APPROVED BY A VOTE OF 3-2 (COUNCIL MEMBER BLOUNT AND COUNCIL MEMBER CARRUTH VOTED NO).

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:13 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR APRIL 28, 2015

THE PLANNING AGENCY APPROVED THE MINUTES OF THE APRIL 28, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER SEDGWICK.

APPROVED BY A VOTE OF 5-0

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1. CONDITIONAL USE PERMIT (CUP) NO. 3-15-3145, A REQUEST BY BANFIELD TO ESTABLISH AND OPERATE A +/- 2,800 SQUARE FOOT VETERINARY CLINIC IN AN EXISTING

COMMERCIAL CENTER AT 26548 MOULTON PARKWAY, SUITES
G & H (VILLAGE AT NELLIE GAIL RANCH) IN THE COMMUNITY
COMMERCIAL ZONE

Katie Crockett, Assistant Planner, reviewed the project in detail and provided a PowerPoint presentation.

Chair Gilbert opened the Public Hearing.

Paul Haessig, on behalf of Banfield, spoke in favor of Conditional Use Permit No. 3-15-3145 and indicated acceptance with the Conditions of Approval.

Chair Gilbert closed the Public Hearing.

**THE PLANNING AGENCY: (1) CONDUCTED A PUBLIC HEARING FOR CUP NO. 3-15-3145; AND (2) ADOPTED RESOLUTION NO. PA2015-05-12-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-15-3145, A REQUEST BY BANFIELD TO ESTABLISH AND OPERATE A +/- 2,800 SQUARE FOOT VETERINARY CLINIC IN AN EXISTING COMMERCIAL CENTER AT 26548 MOULTON PARKWAY, SUITES G & H IN THE COMMUNITY COMMERCIAL ZONE, BY M/VICE CHAIR KOGERMAN, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0**

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 8:27 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Clerk

6.1.1. UNSCHEDULED TRAFFIC COMMISSION VACANCY

Assistant to the City Manager Au-Yeung reported on the process undertaken to notice and publish the unscheduled Traffic Commission vacancy. Ms. Au-Yeung indicated that the City received one application prior to the deadline date of May 1st and provided a status report on the active applications on file.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 26, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PUBLIC HEARING ON 2015 WEED, RUBBISH, AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: 1) CONDUCT A PUBLIC HEARING, RECEIVE, AND CONSIDER ALL OBJECTIONS; AND 2) ADOPT A RESOLUTION ENTITLED: "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."

SUMMARY:

This is the time and place established for the first Public Hearing associated with the Annual Weed Abatement Program. The Public Services Department requests that the City Council conduct the required Public Hearing, receive public testimony, and adopt a Resolution issuing an abatement order and authorizing the Director of Public Services/City Engineer to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels in the City of Laguna Hills.

BACKGROUND:

Public Hearing

On April 28, 2015, the City Council adopted Resolution No. 2015-04-28-1, thereby commencing the Weed Abatement Program for 2015 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.* The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance, and abate, all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City as identified and described in the 2015 Weed Abatement List, as submitted on April 28, 2015, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties.

Resolution No. 2015-04-28-1 commenced the 2015 Weed Abatement Program by declaring the weeds, rubbish, refuse, and/or dirt on parcels identified in the 2015 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2015 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse, and/or dirt that, when dry, become a fire hazard.

On April 30, 2015, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and/or dirt to all affected property owners identified on the 2015 Weed Abatement List. The notice provided that if the public nuisance is not abated and removed by the owners of the parcels of land, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt, are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid. Pursuant to the April 30, 2015 mailed notice, affected property owners have been given until June 2, 2015, to abate and remove the weeds, rubbish, refuse, and/or dirt on their property at their sole cost and expense. The notice further provided that the City Council will hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 26, 2015, at 7:00 p.m., or as soon thereafter as possible.

The City Council is requested to open the Public Hearing, receive public testimony, and adopt a Resolution allowing or overruling any objections, authorizing the Director of Public Services/City Engineer to abate and remove the weeds, rubbish, refuse, and/or dirt on the parcels identified and described on the 2015 Weed Abatement List, and report in writing to the City Council on July 14, 2015, regarding the cost of abatement. Any objections by the property owners liable to be assessed for the costs of abatement will be heard by the City Council on July 14, 2015. Pursuant to State law, upon issuance of the abatement order through the adoption of the attached Resolution, the City Council acquires jurisdiction to proceed and perform the work of removal.

FISCAL IMPACT:

The 2014-2015 Fiscal Year Budget for the Annual Weed Abatement Program is \$40,000. Privately owned parcels abated by the City contractor shall each be assessed an administrative fee in addition to the cost to clear the respective parcels. These costs are anticipated to be within the funds available.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2015-05-26-

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

WHEREAS, on April 28, 2015, the City Council adopted Resolution No. 2015-04-28-1, thereby commencing the Weed Abatement Program for 2015 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by resolution as a public nuisance, and abate, all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2015 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and,

WHEREAS, Resolution No. 2015-04-28-1 commenced the 2015 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2015 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2015 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse and/or dirt that, when dry, become a fire hazard; and,

WHEREAS, on April 30, 2015, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and dirt; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by June 2, 2015, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will be constitute a lien upon such parcel or lands until paid; and,

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council will hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 26, 2015; and,

WHEREAS, during the May 26, 2015 Public Hearing, the City Council heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all

weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2015 Weed Abatement List.

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

SECTION 1. After hearing all objections and protests during the Public Hearing, the City Council hereby determines not to allow any objections.

SECTION 2. Pursuant to Government Code Section 39560 *et seq.*, the City Council hereby issues an abatement order and authorizes the Director of Public Services/City Engineer to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2015 Weed Abatement List.

SECTION 3. By adoption of this Resolution, the City Council hereby acquires jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels, pursuant to Government Code Section 39569.

SECTION 4. It is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2015 Weed Abatement List. Such assessments against the respective parcels of land shall constitute a lien.

SECTION 5. The Director of Public Services/City Engineer shall keep an account of the cost of abatement on each separate parcel of land where removal work is performed and shall submit to the City Council for confirmation an itemized written report showing such abatement costs. Pursuant to Government Code section 39575, a copy of the report shall be posted for at least three (3) days prior to its submission to the City Council on or near the City Council Chamber doors, with a notice of the time of submission. Pursuant to Government Code section 39576, such report shall be submitted to the City Council on July 14, 2015, which date shall be fixed for receiving and considering the report and during such time the City Council shall hear it with any objections of the property owners liable to be assessed for the abatement.

SECTION 6. The decision of the City Council to issue this abatement order is final.

PASSED, APPROVED, AND ADOPTED this 26th day of May 2015.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2015-05-26-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 26th day of May 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 26, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR**

**ISSUE: REPORT CONCERNING DENIAL OF A TEMPORARY USE PERMIT (TUP) TO
CIRCUS VARGAS.**

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE
REPORT.**

SUMMARY:

At the City Council meeting of April 28, 2015, staff was directed to prepare a report concerning the denial of the Temporary Use Permit (TUP) to Circus Vargas.

On March 6, 2015, Circus Vargas submitted an application to the Community Development Department seeking approval of a TUP to hold 21 shows over a 12-day period between May 7, 2015 and May 18, 2015, in the southeast parking lot area of the Laguna Hills Mall. After review by the Community Development Director, and in accordance with the requirements of the Laguna Hills Municipal Code, on March 24, 2015, the request was denied due to the project's potential to add an unacceptable amount of traffic around the El Toro Road/Avenida de La Carlota intersections. Staff also considered the number of temporary events already being held at the Laguna Hills Mall. The Applicant declined to appeal the decision due to the timing involved in bringing the item forward to the City Council for the appeal hearing and proposed show dates.

BACKGROUND:

The Zoning Code establishes requirements for permanent and temporary uses. A permanent use or development is either permitted "by right" or may require the filing of a development application for review and approval by staff. Where a request exceeds staff's authority to grant approval, the Planning Agency must act. For temporary uses, events of limited duration are subject to the issuance of a TUP which is reviewed by staff. Staff notes that the City's zoning policies are oriented to the regulation of temporary events that

are not conducted within a permanent building. Examples of activities included under the City's temporary uses regulations include the following:

- Carnival/Fair/Circus
- Outdoor Event
- Outdoor Sales
- Seasonal Outdoor Sales (Christmas Trees/ Pumpkin Patch/ Strawberry Stands)

TUP requirements are found in Chapter 9-62 of the Zoning Code¹. Specific temporary uses are identified in Table 9-10.050, Chapter 9-62, the Urban Village Specific Plan (UVSP) in Table 1, and under the Temporary Uses/Activities portion of the UVSP. The UVSP also provides direction for potential impacts to be reduced.

Whenever a new use or development is proposed, staff evaluates the proposal to determine if any adverse impacts would occur that diminish the quality of life for residents, diminish the utility of property, or create adverse environmental conditions. These value judgements are based on adopted standards found in the Laguna Hills Municipal Code (including the UVSP), the City's General Plan, and generally accepted environmental impact thresholds.

In the case of permanent uses and development, an environmental review is conducted, and the public is able to participate in the environmental review process if one is required. For temporary uses, there is no opportunity for the public to review or comment on possible adverse impacts – those evaluations are left to staff. When evaluating temporary uses, Section 9-62.040 provides that uses may be restricted to reduce impacts to adjacent properties. Requirements of the UVSP also provide the same direction. Section 9-62.070(C) also provides that not more than one [temporary use permit] event per calendar quarter shall be permitted for any applicant, group, or organization.

Staff Evaluation of the Circus Vargas Temporary Use

The evaluation of the TUP was based on potential traffic impacts the project would have on the local street network. Evaluation of traffic impacts routinely occurs for permanent projects, and as recently for the Raising Canes project. Although a traffic analysis is not typically required for a TUP, the proposed event would have taken place in a +/- 20,000 square foot temporary structure with a capacity for 1,250 guests per show (up to three shows were proposed per day). Based on reasonable traffic assumptions taken from the Institute of Traffic Engineers (ITE), the use would have added over 3,000 cars per day overall and several hundred vehicles to the El Toro Road/Avenida de la Carlota intersection, during the evening peak hour period, the heaviest traffic period for the community.

¹ All references are to the Laguna Hills Municipal Code unless otherwise noted.

Existing traffic studies used in the I-5 Widening Project from SR-73 to El Toro Road identify the El Toro Road off-ramp as being on the verge of operating at the worst traffic level from an operations standpoint. The proposed use would have added to the existing heavy traffic conditions that exist on El Toro Road during the evening rush hour period creating an unacceptable level of service. If a permanent development resulted in the same conditions, an environmental impact report would have been required with ample opportunity for public review and input.

In addition to the traffic issues, staff notes regulations governing temporary uses essentially limit the number of events on a property to one per quarter. Currently the mall property is home to a weekly event through an approved permit. Issuance of the TUP to Circus Vargas would have been a violation of the Zoning Code, and the City Council could not have granted relief from the limit placed on the number of temporary events via an appeal.

Appeal Consideration by the Applicant

The Applicant was notified of staff's decision to deny the requested TUP on March 24th and a discussion ensued with the Applicant regarding the City's appeal process. Staff determined that the earliest possible date for an appeal to be heard before the City Council was for the May 26th City Council meeting, after the proposed event. In reviewing the timelines surrounding the application and the possibility of having a more timely appeal hearing, staff noted that the Applicant entered into a lease with the property owner in January, but did not contact the City until early March about having the event.

Conclusion

The denial of the requested TUP was consistent with the permitting process' requirements to reduce impacts on surrounding properties. Staff has also advised both the previous and current property owner of the mall property that temporary uses are presently not appropriate since the property already exceeds the number of uses permitted for temporary events during the year. One TUP was approved in October for a use that occupied a permanent building which staff believes is distinguishable from the present situation since entertainment uses in a permanent building are permitted by right in the UVSP.

FISCAL IMPACT:

None

CEQA FINDINGS:

Transmittal of information to the City Council is not a project under CEQA.

ATTACHMENTS:

- Attachment 1 – Circus Vargas TUP Application
- Attachment 2 – Letter of Denial
- Attachment 3 – Temporary Use Regulations

Attachment 1 – Circus Vargas TUP Application



Permit #: TUP-315-3141

CITY OF LAGUNA HILLS TEMPORARY USE APPLICATION/PERMIT

(Please submit this application at least 30 days prior to the event)

(Please type or print)

Tabares Entertainment Inc

1) Name of Applicant: _____

Address: 992 Blue Lantern Dr. Henderson NV 89015

Phone Number: Daytime: 281-570-5758 Evening: 281-570-5758

2) Event Contact Person: ANGELIDA M. QUEVEDO GENERAL MANAGER

Address: 992 Blue Lantern Dr. Henderson NV 89015

Phone Number: Daytime: 702-513-9767 Evening: 702-513-9767

3) Name of Business: _____

4) Name of Property Owner/Manager: _____

Phone Number: Daytime: _____ Evening: _____

5) Date(s) of Event: 5/7-11 - 5/14-18 Time: From 12:30 to 9:30

6) Estimated Attendance: _____

7) Location of Event: Laguna Hills Mall 24155 Laguna Hills Mall, Laguna Hills, CA

8) Purpose of Event: Circus Vagas

9) Total Number of Events this Year: _____

10) Please attach a Site Plan & Diagram of your proposed event. Include any areas to be roped or cordoned off. If this is a walk-a-thon, bike-a-thon or 5-10k run, please provide the specific route your group intends to use, including a starting point, time of departure, termination point, time of termination and traffic plan.

PURSUANT TO CHAPTER 9-62 OF THE CITY OF LAGUNA HILLS DEVELOPMENT CODE, A TEMPORARY USE MAY BE CONDUCTED SUBJECT TO COMPLIANCE WITH THE PERFORMANCE STANDARDS CONTAINED THEREIN. THE EXECUTION OF THE TEMPORARY USE PERMIT SHALL SERVE AS OFFICIAL ACKNOWLEDGEMENT BY THE APPLICANT OF THE PROVISIONS OF THE ABOVE-MENTIONED CODE SECTIONS. IF THERE ARE ANY CHANGES TO THIS TEMPORARY USE, THE CITY OF LAGUNA HILLS SHALL BE NOTIFIED 30 DAYS PRIOR TO THE EVENT. IN SIGNING THIS TEMPORARY USE PERMIT, THE APPLICANT AGREES TO ABIDE BY THESE PROVISIONS.

Signature of Applicant

Date

Signature of Property Owner
(If different from applicant)

Date

↓ STAFF USE ONLY ↓

IN EXECUTING A TEMPORARY USE PERMIT TO PERMIT A TEMPORARY USE AT THE ABOVE-MENTIONED ADDRESS, I DO HEREBY CERTIFY:

- (a) That the applicant has been provided a copy of The City of Laguna Hills Development Code, Chapter 9-62 (Temporary Uses); and
- (b) That the applicant has concurrently completed the City of Laguna Hills Temporary Use Permit Form and submitted a fee of \$200 required for the review process; and
- (c) That, based on the information provided by the applicant, the nature, condition and development of adjacent uses, buildings and structures has been considered, and the proposal will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures.

_____ **Christmas tree lots** may not initiate sales until Thanksgiving weekend, and shall end on December 26 each calendar year.

_____ **Pumpkin patch sales** shall not begin until October 1 and shall end on November 1 each calendar year.

_____ **All other temporary uses** shall be restricted to a period not to exceed ten consecutive calendar days.

Not more than one event per calendar quarter shall be permitted by any applicant.

APPROVAL:

I hereby approve the Temporary Use Permit to permit a temporary use at the above-mentioned address subject to the attached conditions.

NAME AND TITLE

DATE: _____



Circus Vargas 2015 Event Proposal to Laguna Hills Mall

Location:	Requested Dates:	
Laguna Hills Mall 24155 Laguna Hills Mall, Laguna Hills, CA 92653	May 7 th to May 18 th 2015 11 performing days	

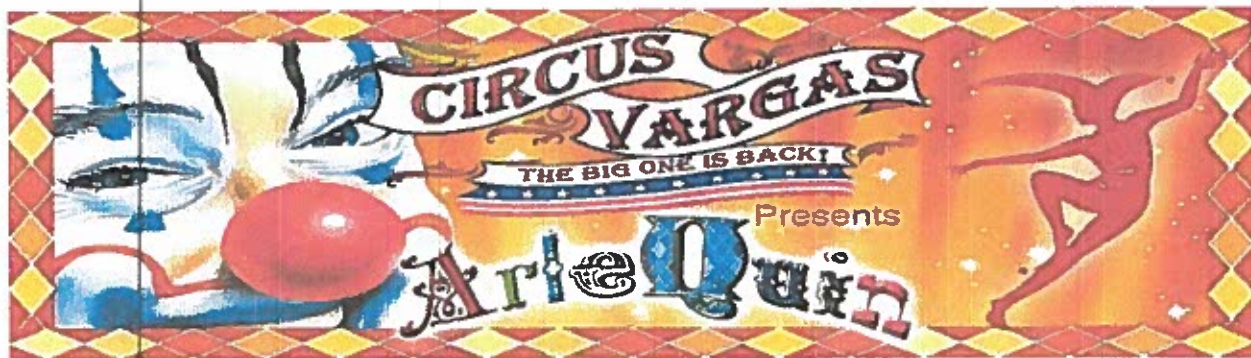
Dates: Showtimes and Set up schedule

Day:	Date:	Schedule:	Showtimes:
Tuesday	May 5 th	Will enter property at 1:00 am Set Up Day	No Performance
Wednesday	May 6 th	Set Up Day	No Performance
Thursday	May 7 th	Inspections 10am till 1pm Opening Night	7:30 PM
Friday	May 8 th		4:30 & 7:30 PM
Saturday	May 9 th		1:00 - 4:00 & 7:30 PM
Sunday	May 10 th		1:00 - 4:00 & 7:30 PM
Monday	May 11 th		7:00 PM
Tuesday	May 12 th		No Performance
Wednesday	May 13 th		7:30 PM
Thursday	May 14 th		7:30 PM
Friday	May 15 th		4:30 & 7:30 PM
Saturday	May 16 th		1:00 - 4:00 & 7:30 PM
Sunday	May 17 th		1:00 - 4:00 & 7:30 PM
Monday	May 18 th	Teardown of the circus will be done after the show	7:00 PM
Tuesday	May 19 th	- Circus Will be gone from the property before 7 AM - Clean up crew will finish cleaning the lot around 10:00 AM - All rented equipment such as porta-potties, fencing and Dumpster will be picked up before 9:00 am	

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com

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Circus Vargas 2015 Event Proposal to Laguna Hills Mall

Show Info:

LENGTH OF SHOW: Approximately one and one-half hours

EXPECTED ATTENDANCE: 300 – 500 per show

SEATING CAPACITY OF TENT: 1,250

NO GAME OF CHANCE

NO MECHANICAL RIDES

NO PERFORMING ANIMALS

NO PYRO OR OPEN FLAME ARE USE DURING THE SHOW

NO ALCOHOL IS SOLD OR SERVED

NO OUTSIDE CONTRACTED VENDORS

Circus Management provides in-house security guards. Managements carries radios and cell phone in case of 911 Emergency.

Circus Vargas is completely self-contained. The show has a two generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turn on but all emergency lighting will remain running with the battery backup system.

A source of water is usually provided to the Circus by the venue on which the Circus conducts business, if not the Circus will rent a Water meter from the city.

Circus Vargas rents porta-potties from a local sanitation companies.

Circus Vargas crew will perform daily cleanups to maintain the Circus Area clean from any trash.

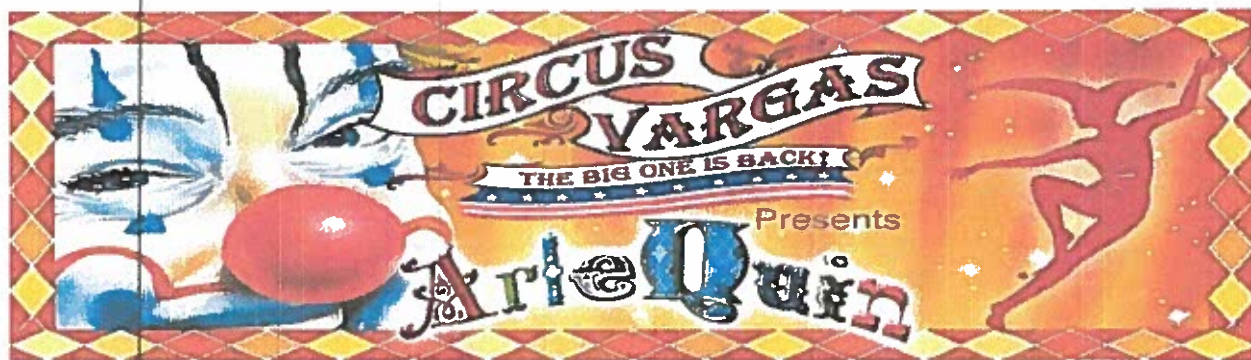
Circus Vargas rents a Dumpster for all trash produced by the Circus activities

Circus Vargas is a family show and attracts primarily families, in-house security is normally sufficient to provide appropriate crowd control. The security use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.

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Circus Vargas 2015 Event Proposal to Laguna Hills Mall

Parking lot area need it to accommodate Circus Vargas (far view)



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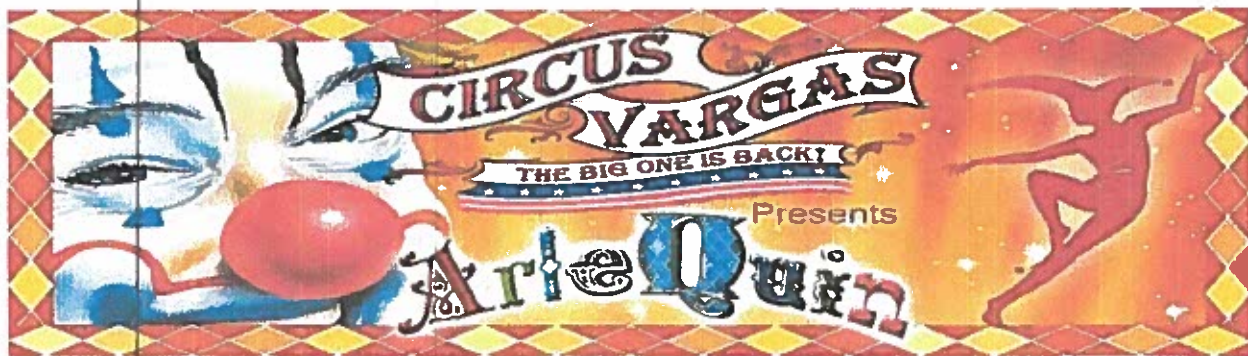


Circus Vargas 2015 Event Proposal to Laguna Hills Mall

Circus Vargas Detail site lot plan



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Circus Vargas 2015 Event Proposal to Laguna Hills Mall

Circus Vargas Security Plan

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. Since there is nothing to see other than the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show there is nothing else to see so they exit to their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served and there are no games of chance or mechanical rides. While a carnival attracts ages 12-22, Circus Vargas primarily attracts children of elementary school ages or younger along with their parents and grandparents.

Circus Vargas has its own security team consisting 8 uniformed (unarmed) security personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low key approach to security maintains the atmosphere of family fun.

All security will be scheduled one hour before each performance and stay Thirty minutes after the performance. Security personal will be stationed both inside and outside the tent as well as next to the ticket booth.

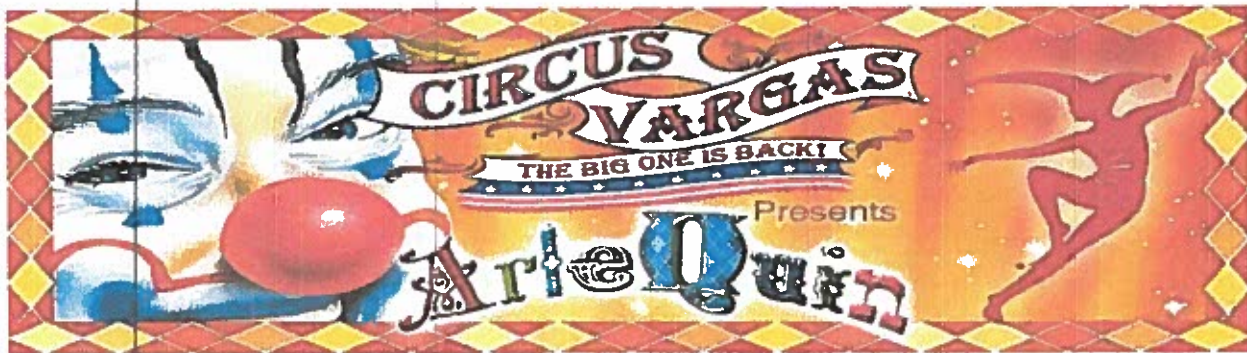
Security Personnel have access to walkie-talkies for communications between themselves in addition to cell phones that can be used to call additional personnel as well as local police or fire, if it becomes necessary.

In addition to the security officers, a closed circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to have a record of events.

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Circus Vargas 2015 Event Proposal to Laguna Hills Mall

Circus Vargas Cleanup & Recycling Plan

Circus Vargas does not hire or contact with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is currently trained on proper sanitary and clean-up procedures. There is a staff of 25 people and while some people are working throughout the day, all of them are present from one hour before the first show of the day until after the show is over and clean-up is completed.

Since the nature of a circus limits the areas in which the public travels, the major portion of the clean up will be in a limited area. Plus, there are a very limited amount of food items sold.

Staff continuously cleans up the entrance area throughout the time the show is open to the public so trash does not remain on the ground. Trash is cleaned up after each performance inside the tent. And, once each day, trash will be picked up in the parking area, which is expected to be minimal since most people consume items early in the show and are unlikely to bring trash back to their car.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since soda's and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

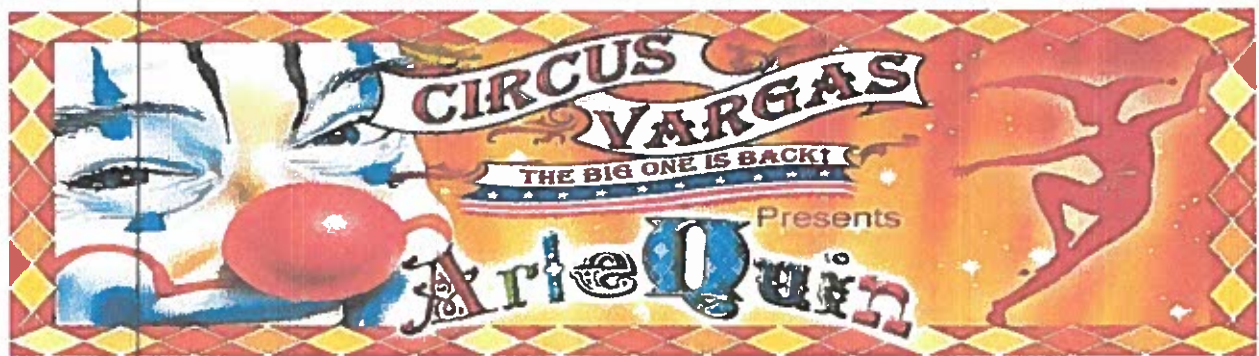
I hope that I have provided you with all the information needed to approve this plan. If you have any questions please call me at 281-570-5758 and I will be happy to assist you.

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com

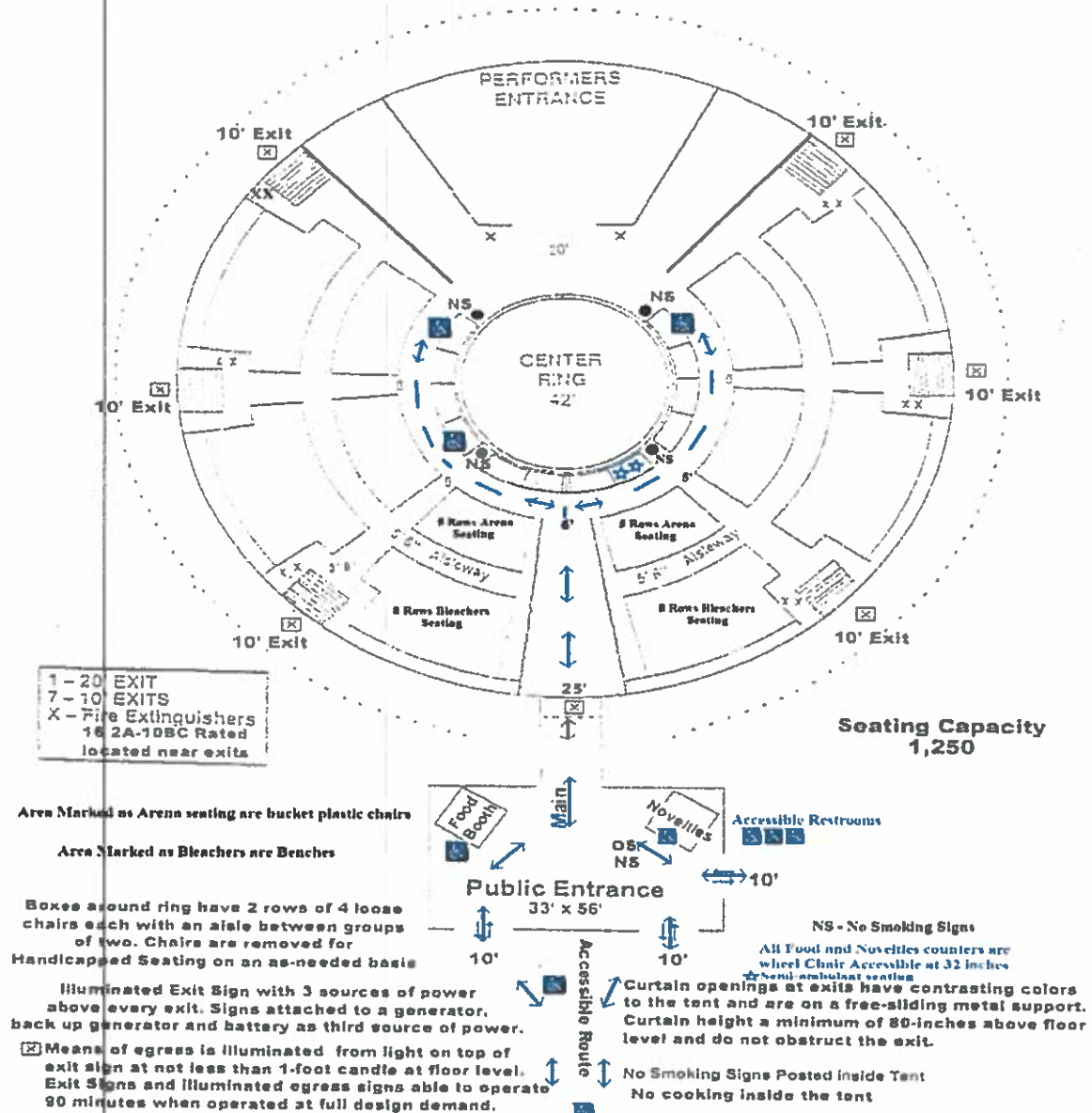
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5/26/2015 ITEM NO. 6.1.1



Circus Vargas 2015 Event Proposal to Laguna Hills Mall

ACCESSIBILITY SHEET

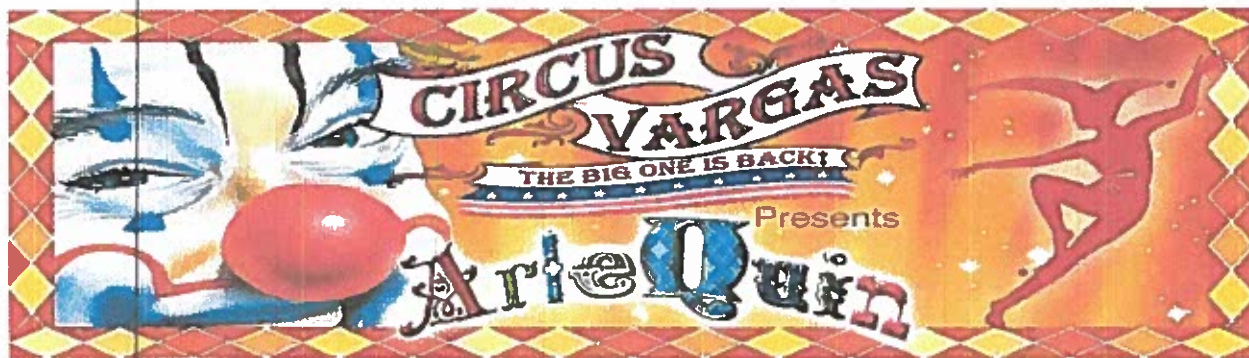


Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

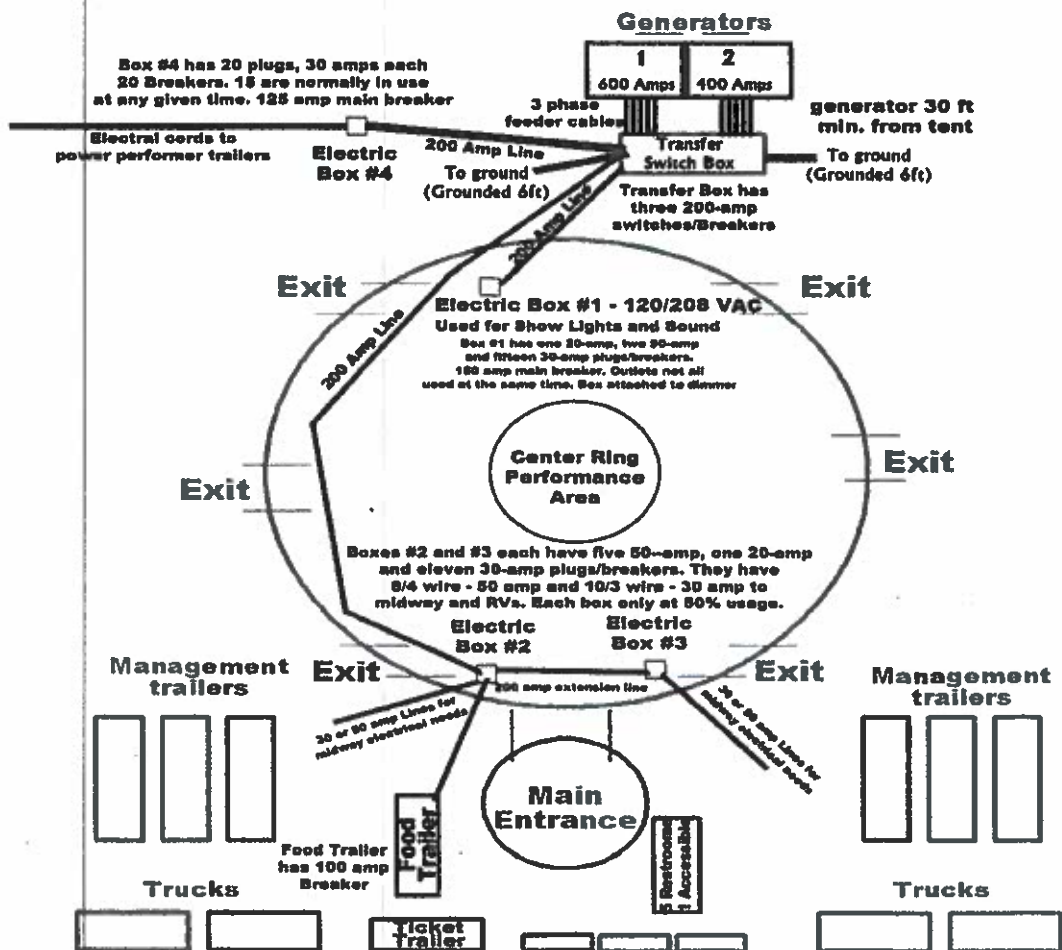
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5/26/2015 ITEM NO. 6.1.1



Circus Vargas 2015 Event Proposal to Laguna Hills Mall



Circus Vargas Generic Electrical Layout

Specific layout may be modified for the location where the show is set up. This sheet is provided to show the entire operation and approximate locations of electrical system to be set up.

Each Box is a Breaker Box with Receptacles. With a full draw of electricity, generator #1 operates at 50% of capacity and generator #2 operates at 75% of capacity

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Attachment 2 – Letter of Denial



CITY OF LAGUNA HILLS

March 24, 2015

Angelina Quevedo
Tabares Entertainment Inc.
992 Blue Lantern Dr.
Henderson, NV 89015

RE: Temporary Use Permit No. 3-15-3141 for Circus Vargas at the Laguna Hills Mall

Dear Ms. Quevedo,

The Community Development Director has reviewed your application for a temporary use permit to conduct a circus event at the Laguna Hills Mall from May 7, 2015 through May 18, 2015, and has determined that he is unable to approve your application based upon the potential for a significant traffic impact on the surrounding area. Please see attached for a detailed analysis.

If you would like to appeal the Community Development Director's decision to the City's Planning Agency, you may do so in writing by April 5, 2015. If you have any questions, please feel free to contact me at (949) 707-2662.

Sincerely,

Chris Dominguez
Assistant Planner

Attachment: Memo regarding TUP-3-15-3141

CITY OF LAGUNA HILLS



MEMORANDUM

DATE: March 20, 2015

TO: Chris Dominguez, Assistant Planner

FROM: David Chantarangsu, AICP
Community Development Director

SUBJECT: TUP No. 3-15-3141

I have reviewed the proposed TUP request and hereby deny the application based on traffic concerns. My authority to approve or deny uses is based on the requirements of the Urban Village Specific Plan (UVSP) for "Temporary Uses/Activities" and Chapter 9-62 of the Laguna Hills Municipal Code.

Although the proposed use is a permitted use as described by information submitted by the applicant, the UVSP regulations for Temporary Uses indicates that surrounding parcels are not to be impacted by the use (or uses shall be restricted to reduce impacts).

Background

The subject property is located at the Laguna Hills Mall, a +/- 90 acre site with access from El Toro Road, Avenida de la Carlota, and Paseo de Valencia. Primary freeway access to the site is from the NB/SB El Toro I-5 on/off ramps, and secondarily the NB/SB Lake Forest Drive I-5 on/off ramps via Avenida de la Carlota. The City participates in the County's implementation of the Master Plan of Arterial Highways to ensure regional travel demands are supported on major arterial highways within the county.

The major factors affecting access to the Project site are the location of the site and the efficiency of the roadway system serving the site. Efficiency of access is a function of travel time, convenience, directness, and available capacity of the routes utilized in accessing the development.

The major regional route that would provide access to the Project site is **Interstate 5 (I-5)**, which is located to the east of the Project site. In this analysis, Interstate 5 is assumed to run in a north-south alignment. I-5 is a twelve-to-fourteen-lane freeway (depending on the existence of one or two High Occupancy Vehicle (HOV) lanes and/or auxiliary lanes) in the immediate proximity to the Project and connects Orange County to Los Angeles County on the north and to San Diego County on the south.

The City of Laguna Hills's General Plan Circulation Plan has established a classification system for its roadways, which is consistent with the Orange County Master Plan of Arterial Highways (MPAH), as shown on **Figure 1**. The physical characteristics of the roadways serving the Project site are described as follows:

Avenida de la Carlota is a secondary arterial that runs in a north-south direction along the eastern boundary of the Project. It has two travel lanes in each direction and a painted median with left-turn access at four driveways (including one signalized intersection) to Laguna Hills Mall. Avenida de la Carlota begins at Lake Forest Drive to the north and terminates at Los Alisos Boulevard to the south. I-5 southbound on- and off-ramps intersect Avenida de la Carlota at its intersection with Paseo de Valencia.

El Toro Road is a major arterial that runs in an east-west to the north of the Project. It has three-to-four travel lanes eastbound and three travel lanes westbound adjacent to the Project, with turn lanes at key intersections. El Toro Road connects with I-5 northbound on- and off-ramps east of I-5 and there is a southbound slip on-ramp between I-5 and Avenida de la Carlota.

Paseo De Valencia is a major arterial that runs in a north-south direction west of the Project site and terminates at its intersection with Avenida de la Carlota/I-5 southbound ramps. It has three travel lanes in each direction and a raised median south of El Toro Road, and two travel lanes in each direction with a painted median north of El Toro Road with turn lanes provided at all intersections.

Los Alisos Boulevard is a major arterial that runs in an east-west direction to the south of the Project site. Los Olisos Road starts near the State Route 241 (SR-241, the Foothill Tollroad) on the east and terminates at Paseo de Valencia on the west. It has three travel lanes in each direction with a raised median between Avenida de la Carlota and Paseo de Valencia, and two travel lanes in each direction with a painted median east of Avenida de la Carlota.

Regional Center Drive is a connector from El Toro Road to the internal mall circulation system. It is signalized at its intersection with El Toro Road and has two lanes in each direction at the mall entrance, narrowing to one lane in each direction adjacent to the mall building.

Existing Street & Freeway Operating Standards

The City of Laguna Hills and Orange County CMP evaluate traffic levels of service (LOS) and impacts using the Intersection Capacity Utilization (ICU) methodology for signalized intersections.

“Level of Service” (LOS) is defined as a quantitative measure which describes operational conditions within a traffic stream, generally in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Level of service (LOS) is a measure of “quality-of-flow.” There are six levels of service, A through F, which relate to traffic congestion from best to worst, respectively.

In general, Level A represents free-flow conditions with no congestion. Conversely, Level F represents severe congestion with stop-and-go conditions. The table below further describes Level of Service.

**INTERSECTION CAPACITY UTILIZATION (ICU)
LEVEL OF SERVICE DEFINITIONS**

Level of Service	Definition	Nominal Range of ICU or V/C (Volume to Capacity Ratio)
A	Excellent operation. All approaches to the intersection appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation.	0.00 to 0.60
B	Very good operation. An occasional approach phase is fully utilized. Many drivers feel somewhat restricted within platoons of vehicles.	0.61 to 0.70
C	Good operation. Major approach phases fully utilized. Most drivers feel somewhat restricted.	0.71 to 0.80
D	Fair operation. Drivers may have to wait through more than one red signal indication. Queues may develop but dissipate rapidly, without excessive delays.	0.81 to 0.90
E	Poor operation. Volumes at or near capacity. Vehicle may wait through several signal cycles. Long queues form upstream from intersections.	0.91 to 1.00
F	Forced flow. Represents jammed conditions. Intersection operates below capacity with low volumes. Queues may block upstream intersections.	≥ 1.00

Source: City of Laguna Hills Traffic Study Guidelines, August 31, 2010

Level of Service Standards

The City of Laguna Hills level of service standard for intersections and roadway segments is LOS D or ICU (V/C) of 0.90 or less. It should be noted that the City's

General Plan Mobility Element recognizes that not all traffic loads are attributed to land use decisions made by the City, and that some intersections may have physical or other constraints that create difficulties making sufficient improvements to achieve acceptable LOS standards. The City is a to the County's

Thresholds of Significance for Traffic Impacts

The City of Laguna Hills has defined that a significant impact due to a development project occurs when:

- A Project causes an intersection or roadway segment which operates at acceptable levels of service (ICU of 0.90 or below) under No-Project conditions to exceed an 0.90 ICU by an increase in ICU of 0.01; or
- A Project causes an intersection which operates at LOS E or F (ICU >0.90) to experience an increase in ICU of 0.01 or more.

In measuring impacts to freeways, OCTA and CalTrans may use different methodology and analysis to determine whether or not a project will have a significant impact on freeway operations. In 2012, the Orange County Transportation Authority issued its traffic analysis for the I-5 Widening Project from SR-73 to El Toro Road describing the evaluation criteria used for determining impacts occurring as a result of their project. It is incorporated as Attachment 1.

Potential Project Impact

The traffic study prepared for the I-5 Widening Project from SR-73 to El Toro Road identified existing traffic conditions for the El Toro NB off-ramp to be operating at an ICU level of 0.89 based on an existing volume of 1,330 vehicles in the PM period and capacity of 1,500 vehicles per hour. The proposed Project and approval of the TUP has the potential to exceed the 0.90 Level of Service standard if at least 27 vehicles are added to existing traffic levels. Using *Institute of Traffic Engineer Trip Generation (9th Edition)* to generally estimate traffic demand, based on ITE rates used for movie theaters (ITE Use Code 443 – KSF) given the similarity of use characteristics (multiple established show times, ability to accommodate large crowd gatherings, show lengths of 90 minutes, minimal concession offerings), it is estimated that the proposed use would generate approximately 3,100 vehicle trips per day and potentially 240 vehicle trips during peak hour periods. It is reasonable to assume that most vehicle trips will utilize I-5 to travel to and from the site raising the issue of potential significant traffic impacts to be created, albeit for a short duration, to El Toro Road, a designated roadway within the MPAH that serves the City of Laguna Hills.

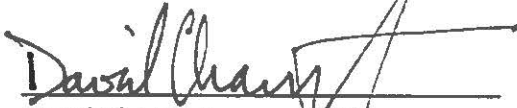
Determination

If the Project could reduce its size to 10,000 square feet then it is estimated that traffic impacts would be reduced sufficiently to avoid impacting the I-5 off-ramp, which is consistent with the direction to limit temporary uses provided in the UVSP. However, this represents a 75 percent reduction in the intensity of the use which would likely render the event unfeasible.

In any event the use as proposed is denied based on the potential to create significant traffic impacts in the area.

Appeals

Pursuant to Section 9-92.030, Decisions of the Community Development Director are appealable to the Planning Agency. Decisions shall be final ten calendar days after the hearing date unless appealed.



David Chantarangsu, AICP
Community Development Director



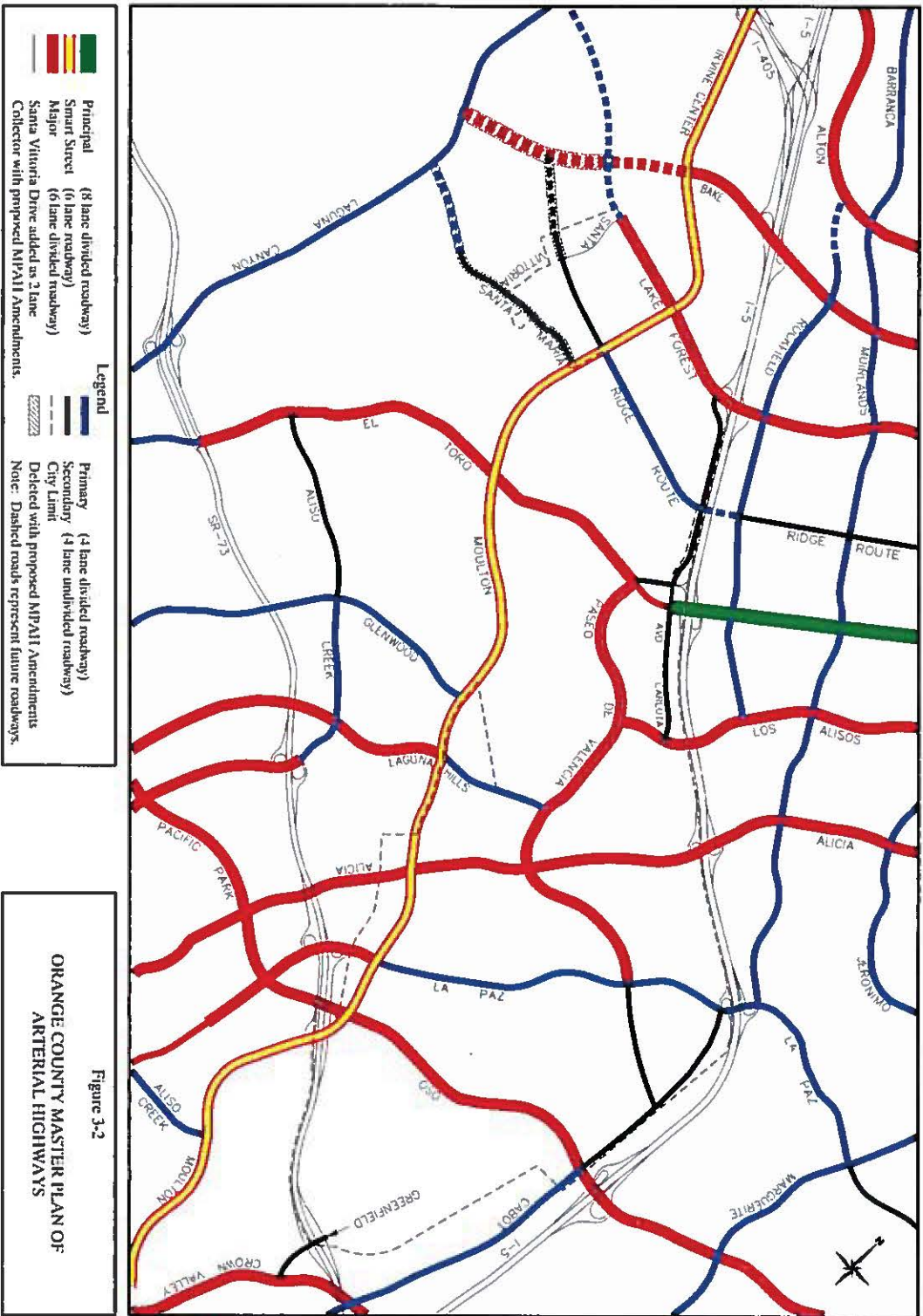
Mountain Pacific, Inc.
Civil/Transportation Engineers
P.O. Box 238 Laguna Beach, CA 92652 (949) 497-4171
www.mountainpacific.com

City of Laguna Hills General Plan Update
Mobility Element Traffic Study

ORANGE COUNTY MASTER PLAN OF ARTERIAL HIGHWAYS

LAGUNA HILLS MALL REDEVELOPMENT PROJECT, LAGUNA HILLS, CA

Figure 1



Austin-Frost Associates, Inc.
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Attachment 1

**I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED
(EA OK0200, EFIS 1200000318)
TRAFFIC REPORT**

Introduction

June 2012

1.4.2.2 Ramps and Ramp-Freeway Junctions

While the freeway facilities methodology primarily addresses ramp-freeway junctions in the operational analysis (i.e., merge and diverge locations along the freeway mainline), this technical report also evaluates the approximate capacity of the ramps themselves. The performance criteria used for evaluating freeway ramp capacity are shown in Table 1-5. They are based on the approximate maximum volume that can be accommodated by the various types of ramp configurations that are utilized within the project area. The measure reported from the analysis is the D/C ratio for the ramp.

For ramp-freeway junctions, merge, diverge, and weaving analyses are carried out as part of the freeway facilities methodology discussed in the section above. Table 1-6 summarizes the methodology which is based on vehicle density, and the corresponding LOS ranges. In accordance with the HCM procedures, a weaving analysis is carried out when merge segments are closely followed by diverge segments.

Deficiencies are identified and potential improvements are proposed, where feasible, for locations that operate at unacceptable LOS. Caltrans generally considers LOS E as the maximum acceptable LOS for urban locations such as the project area.

1.4.2.3 Ramp-Arterial Junctions and Arterial Intersections

For the operational analysis of the arterial roadway intersections serving the freeway interchange ramps, the HCM 2010 average vehicle delay procedures are utilized to derive LOS. For the study area intersections not serving freeway ramps, the intersection capacity utilization (ICU) methodology is used in accordance with the procedures of the local agencies and the County of Orange. The performance criteria for both the delay and ICU procedures are summarized in Table 1-7.

For this analysis, ICU values are used to evaluate intersections in accordance with the procedures of the local cities and the County of Orange. Impacts are identified and potential mitigation measures are proposed, where feasible, for locations that are significantly impacted by the project (see specific significance criteria later in this section).

A threshold of LOS D is generally utilized as the maximum acceptable intersection LOS. However some jurisdictions have adopted LOS E as the maximum acceptable intersection LOS for specific locations. In addition, the Orange County Congestion Management Program (CMP) designates specific intersections on the CMP highway system as locations where LOS E must be maintained, unless the baseline (1992 conditions) is LOS F (in which case, the intersections LOS F ICU may

Orange County Transportation Authority

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**I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED
(EA OK0200, EFIS 1200000318)
TRAFFIC REPORT**

Introduction

June 2012

Table 1-5 Freeway Ramp Performance Criteria

Performance Criteria Methodology		
Freeway Ramps	Criteria to be based on peak hour volume demand-to-capacity (D/C) ratios as the measurement. Deficiencies identified as locations that exceed a D/C of 1.00.	
Performance Thresholds		
Type	Lanes	Max. Volume (veh/hr)
Metered On-Ramps	One-lane metered on-ramp with only one mixed-flow lane at the meter.	900
	One-lane metered on-ramp (at freeway merge) with one mixed-flow lane at the meter plus one HOV preferential lane at the meter (20 percent greater capacity than one-lane on-ramp with one metered lane).	1,080
	One-lane metered on-ramp (at freeway merge) with two mixed-flow lanes at the meter (with or without a mainline auxiliary lane) and average metering rate (750 veh/hr/ln).	1,500
	One-lane metered on-ramp (at freeway merge) ¹ with two mixed-flow lanes at the meter (with or without a mainline auxiliary lane) and maximum metering rate (900 veh/hr/ln).	1,800
	Two-lane metered on-ramp (at freeway merge) with two mainline auxiliary lanes and with three mixed-flow lanes at the meter.	3,000
Non-Metered On-Ramps	One-lane on-ramp (with or without a mainline auxiliary lane).	1,500
	Two-lane on-ramp (at freeway merge) with two mainline auxiliary lanes.	3,000
Off-Ramps	One-lane off-ramp (with or without a mainline auxiliary lane).	1,500
	Two-lane off-ramp with one mainline auxiliary lane for the 2 nd lane (labeled as 1.5 lanes in the D/C tables).	2,250
	Two-lane off-ramp with two mainline auxiliary lanes.	3,000
	Three-lane off-ramp with three mainline auxiliary lanes.	4,500
Freeway to Freeway Connectors	One-lane connector ramp (with or without a mainline auxiliary lane).	2,000
	Two-lane connector ramp with one mainline auxiliary lane for the 2 nd lane (labeled as 1.5 lanes in the D/C tables).	3,000
	Two-lane connector ramp with two mainline auxiliary lanes.	4,000
	Three-lane connector ramp with two mainline auxiliary lanes (labeled as 2.5 lanes in the D/C tables).	5,000
Source: The indicated maximum volumes are approximations utilized by planning studies in Orange County, California.		
¹ Locations with two lanes at the freeway merge (with one auxiliary lane) are also present within the project area under existing conditions (labeled as 1.5 lanes in the D/C tables).		

Orange County Transportation Authority

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5/26/2015 ITEM NO. 6.1.1

**I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED
(EA OK0200, EFIS 1200000318)
TRAFFIC REPORT**

Introduction

June 2012

Table 1-6 Freeway Merge/Diverge and Weaving Performance Criteria

Performance Criteria Methodology			
Merge, Diverge, and Weaving Segments	Criteria to be based on LOS using peak hour volume density (passenger cars per mile per lane) as the measurement. Deficiencies identified as locations that exceed LOS E.		
Performance Thresholds			
Freeway Merge, Diverge and Weaving Segments		Collector-Distributor Weaving Segments	
LOS	Density (pc/mi/ln)	LOS	Density (pc/mi/ln)
A	≤10	A	≤12
B	>10 – 20	B	>12 – 24
C	>20 – 28	C	>24 – 32
D	>28 – 35	D	>32 – 36
E	>35	E	>36
F	demand exceeds capacity	F	demand exceeds capacity

Sources:
Merge/Diverge – HCM 2010 page 13-4
Weaving – HCM 2010 page 12-23

**I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED
(EA 0K0200, EFIS 1200000318)
TRAFFIC REPORT**

Introduction

June 2012

Table 1-7 Intersection Performance Criteria

Performance Criteria Methodology									
Caltrans Intersections	Criteria to be based on LOS using intersection control delay (seconds per vehicle) as the measurement. Deficiencies identified as locations that exceed the LOS criteria of the local jurisdiction.								
Incorporated City Intersections	Criteria to be based on LOS using intersection capacity utilization (ICU) methodology as the measurement. Deficiencies identified as locations that exceed LOS D or, for select locations¹, LOS E. ICU calculations are based on the following parameters: <table><tr><td>Lane Capacity:</td><td>1,700 veh/hr</td></tr><tr><td>Clearance Interval:</td><td>0.05</td></tr><tr><td>Right-turn-on-red Utilization Factor:</td><td>0.75</td></tr></table>			Lane Capacity:	1,700 veh/hr	Clearance Interval:	0.05	Right-turn-on-red Utilization Factor:	0.75
Lane Capacity:	1,700 veh/hr								
Clearance Interval:	0.05								
Right-turn-on-red Utilization Factor:	0.75								
Unincorporated County Intersections	Criteria to be based on LOS using intersection capacity utilization (ICU) methodology as the measurement. Deficiencies identified as locations that exceed LOS D or, for select locations¹, LOS E. ICU calculations are based on the following parameters: <table><tr><td>Lane Capacity:</td><td>1,700 veh/hr</td></tr><tr><td>Clearance Interval:</td><td>0.05</td></tr><tr><td>Right-turn-on-red Utilization Factor:</td><td>0.00</td></tr></table>			Lane Capacity:	1,700 veh/hr	Clearance Interval:	0.05	Right-turn-on-red Utilization Factor:	0.00
Lane Capacity:	1,700 veh/hr								
Clearance Interval:	0.05								
Right-turn-on-red Utilization Factor:	0.00								
Performance Thresholds									
LOS	Control Delay – Signalized (sec/veh)	Control Delay – Stop Control (sec/veh)	ICU						
A	≤10	≤10	<0.61						
B	>10 – 20	>10 – 15	0.61 – 0.70						
C	>20 – 35	>15 – 25	0.71 – 0.80						
D	>35 – 55	>25 – 35	0.81 – 0.90						
E	>55 – 80	>35 – 50	0.91 – 1.00						
F	>80	>50	>1.00						

Sources:
Control Delay/Signalized – HCM 2010 page 18-6
Control Delay/Stop Control – HCM 2010 page 19-2
ICU – Orange County 2009 Congestion Management Program

¹See discussion in Section 1.4.2.3 for a listing of intersections where LOS E is utilized as the maximum acceptable LOS, and for the thresholds of significance utilized by each jurisdiction in the study area.

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**I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED
(EA OK0200, EFIS 1200000318)
TRAFFIC REPORT**

Introduction

June 2012

not increase by more than 0.01.) Following is a list of the specific intersections within the study area that are CMP highway system intersections or where the local jurisdiction utilizes LOS E for the maximum acceptable LOS:

- El Toro Road and I-5 Northbound Ramps/Bridger Road (CMP Intersection with LOS E baseline)
- I-5 Southbound Ramps and Avenida de la Carlota (CMP Intersection with LOS F baseline)
- El Toro Road and Avenida de la Carlota (CMP Intersection with LOS E baseline)
- El Toro Road and Moulton Parkway (CMP Intersection with LOS E baseline for AM peak hour and LOS F baseline for PM peak hour)
- Moulton Parkway and Crown Valley Parkway (CMP Intersection with LOS E baseline)
- Crown Valley Parkway and I-5 Northbound Ramps (CMP Intersection with LOS E baseline)
- Crown Valley Parkway and I-5 Southbound Ramps (CMP Intersection with LOS E baseline for AM peak hour and LOS F baseline for PM peak hour)
- Marguerite Parkway and Crown Valley Parkway (City of Mission Viejo Intersection with LOS E baseline)
- I-5 Northbound Ramps and Bake Parkway (City of Irvine Intersection with LOS E baseline)
- I-5 Southbound Ramps and Bake Parkway (City of Irvine Intersection with LOS E baseline)
- I-5 Southbound Ramps and Lake Forest Drive (City of Irvine Intersection with LOS E baseline)
- Irvine Center Drive/Moulton Parkway and Lake Forest Drive (City of Irvine Intersection with LOS E baseline)

Each city, as well as the CMP, utilizes specific increases in ICU as the threshold of significance for the determination of significant impacts. Following are the specific criteria utilized by each jurisdiction:

City of Irvine: greater than 0.01 increase in ICU when the LOS performance standard is exceeded

City of Lake Forest: greater than 0.01 increase in ICU when the LOS performance standard is exceeded

City of Laguna Hills: greater than 0.01 increase in ICU when the LOS performance standard is exceeded

City of Laguna Niguel: greater than 0.01 increase in ICU when the LOS performance standard is exceeded

City of Laguna Woods: greater than 0.01 increase in ICU when the LOS performance standard is exceeded

City of Mission Viejo: 0.01 increase in ICU when the LOS performance standard is exceeded

City of San Juan Capistrano: 0.01 increase in ICU when the LOS performance standard is exceeded

**I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED
(EA OK0200, EFIS 1200000318)
TRAFFIC REPORT**

Introduction

June 2012

County of Orange CMP: 0.03 increase in ICU when the LOS E is exceeded

1.5 Abbreviations

The following abbreviations are used within this report:

ADT = Average Daily Traffic, or Average Daily Trips	OCP-2010 = Orange County Projections 2010
CIP = Capital Improvement Program	OCTA = Orange County Transportation Authority
CMP = (Orange County) Congestion Management Program	OCTAM = Orange County Transportation Analysis Model
D/C = Demand-to-Capacity ratio	PA/ED = Project Approval/Environmental Document
EB = Eastbound	PeMS = Performance Measurement System
ICU = Intersection Capacity Utilization	PSR = Project Study Report
GP = General Purpose	RSA = Regional Statistical Area
HCM 2010 = Highway Capacity Manual 2010	SCSAM = South County Sub-area Model
HOV = High Occupancy Vehicle	SB = Southbound
ITAM = Irvine Transportation Analysis Model	SR = State Route
LOS = Level of Service	VPH = Vehicles per Hour
NB = Northbound	WB = Westbound
NITM = North Irvine Transportation Mitigation Program	

1.6 References

The following references have been used for the preparation of this report:

1. Highway Capacity Manual 2010, Transportation Research Board of the National Academies, December 2010.
2. Project Study Report on Interstate 5 from PM 12.4 to PM 18.9 From SR-73 to El Toro Interchange in Orange County, Orange County Transportation Authority, February 2011.
3. Final Report I-5/Avery Parkway Feasibility Study, URS, June 2011.
4. Draft Initial Study/Mitigated Negative Declaration Avenida de la Carlota Street Widening and Intersection Improvements, Hogle-Ireland, Inc., January 2011.
5. Draft Project Study Report I-5 Southbound Off-Ramp at Los Alisos Boulevard, Caltrans, October 2001.
6. 2011 Orange County Congestion Management Program, Orange County Transportation Authority, 2011.

Orange County Transportation Authority

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**I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED
(EA OK0200, EFIS 1200000318)
TRAFFIC REPORT**

Introduction

June 2012

7. 2010 Traffic Flow Map, Orange County Transportation Authority, July 2011.
8. 2010 Annual Average Daily Truck Traffic on the California State Highway System, Caltrans, 2011.
9. Lake Forest Transportation Mitigation (LFTM) Program 2011 Baseline Adjustment Study, Austin-Foust Associates, Inc., August 2011.
10. Traffic Study for the Laguna Niguel Gateway Specific Plan Update, Iteris, June 2011.
11. Draft South Orange County Community College District (SOCCCD) Master Plan for Saddleback College Campus and Irvine Valley College Campus Traffic Study, Stantec, February 2012.
12. City of Irvine Planning Area 6 General Plan Amendment and Zone Change Traffic Study Final Report, Austin-Foust Associates, Inc., November 2011.
13. City of Laguna Hills General Plan Update Mobility Element Traffic Study, Austin-Foust Associates, Inc., December 2008.
14. La Pata Avenue Gap Closure and Camino Del Rio Extension Traffic Study, Austin-Foust Associates, Inc., December 2009.
15. South Orange County Transportation Infrastructure Improvement Project Traffic and Circulation Technical Report, Austin-Foust Associates, Inc., December 2003.

I-5 WIDENING PROJECT FROM SR-73 TO EL TORO ROAD PA/ED (EA OK0200, EFIS 1200000318)

TRAFFIC REPORT

Transportation Setting

June 2012

Table 2-5 Freeway Ramp Volume and Demand/Capacity Summary – Existing Conditions (Continued)

Location	Northbound Ramps						Southbound Ramps					
	Lanes			AM			Lanes			AM		
	Ramp	Aux.	Cap.	Vol.	D/C	PM	Ramp	Aux.	Cap.	Vol.	D/C	PM
El Toro NB Off-Ramp	1	1	1,500	980	0.65	1,330 0.89	1	0	1,080	280	0.26	500 0.46
El Toro NB Loop On-Ramp	1	0	1,500	930	0.62	970 0.65	1	0	1,500	580	0.39	810 0.54
El Toro NB Direct On-Ramp	1	1	1,500	1,240	0.83	800 0.53	1.5	1	2,250	1,630	0.72	1,730 0.77
Lake Forest NB Off-Ramp	1	1	1,500	1,020	0.68	710 0.47	1	0	1,500	230	0.15	600 0.40
							1	0	1,080	280	0.27	320 0.30
Collector/Distributor NB Off	1.5	1	3,000	2,150	0.72	1,310 0.44	1	1	2,000	560	0.28	1,380 0.69
Lake Forest NB On-Ramp (to CD)	2	2	3,000	780	0.26	930 0.31	2	2	3,000	1,570	0.52	2,670 0.89
Bake NB Off-Ramp (from CD)	2	2	3,000	940	0.31	520 0.17	1	0	1,500	20	0.01	120 0.08
Bake NB Loop On-Ramp (to CD)	1	0	1,500	220	0.15	1,100 0.73	1	0	1,080	170	0.16	510 0.47
Bake NB Direct On-Ramp (to CD)	2	2	3,000	2,160	0.72	2,850 0.95	2	2	4,000	840	0.21	1,520 0.38
Collector/Distributor to I-405 NB	2	2	4,000	1,530	0.38	1,970 0.49	3	2	4,500	2,680	0.60	2,340 0.52
Collector/Distributor to I-5 NB	2	2	4,000	2,840	0.71	3,700 0.93	1	0	1,500	1,730	1.15	1,540 1.03
							1	1	1,500	950	0.63	800 0.53
							1.5	1	3,000	2,830	0.94	3,440 1.15
Location outside of project limits												
Location with D/C > 1.00												

Orange County Transportation Authority

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Attachment 3 – Temporary Use Regulations

Chapter 9-62**TEMPORARY USES****Sections:**

- 9-62.010 Purpose and intent.**
- 9-62.020 Permit required.**
- 9-62.030 Permitted temporary uses.**
- 9-62.040 Limitations on temporary uses.**
- 9-62.050 Application requirements.**
- 9-62.060 Fees.**
- 9-62.070 Special restrictions.**
- 9-62.080 Exempt activity.**
- 9-62.090 Appeals.**

9-62.010 Purpose and intent.

The intent and purpose of this chapter is to establish standards and to regulate temporary uses within Laguna Hills. (Ord. 98-8 § 2 (part); prior code § 9-49.010)

9-62.020 Permit required.

Each individual, agency, organization, institution, or association wishing to conduct a temporary use shall first obtain a permit from the Planning Department, unless such temporary use is exempt from permit requirements. The Community Development Director shall be the reviewing and approval authority for any temporary use not involving public facilities or rights of ways. The Public Works Director or City Engineer shall approve all temporary use permits involving public facilities or rights of way. (Ord. 98-8 § 2 (part); prior code § 9-49.020)

9-62.030 Permitted temporary uses.

Temporary uses permitted by the individual zoning districts are contained in the list of uses for each district, and are identified by the letter "T" on those lists. Only those listed temporary uses shall be permitted. (Ord. 98-8 § 2 (part); prior code § 9-49.030)

9-62.040 Limitations on temporary uses.

Temporary uses shall be limited to reduce impacts to adjacent properties. Limitations applicable may include:

- A. Number of consecutive days in event;
- B. Location to which restricted;
- C. Date and time of event;
- D. Hours of operation;
- E. Requirements for additional permits or clearances;
- F. Advertising displays;
- G. Use of sound systems;
- H. Parking and security controls;

I. Surety or cleaning deposits as necessary to insure proper return to use on site. (Ord. 98-8 § 2 (part); prior code § 9-49.040)

9-62.050 Application requirements.

Application materials and the process shall be as prescribed by the Planning Department. Application shall be made to the Department not later than thirty (30) days prior to the event in order to insure proper consideration. (Ord. 98-8 § 2 (part); prior code § 9-49.050)

9-62.060 Fees.

Fees for temporary use permits shall be those prescribed by resolution of the City Council. (Ord. 98-8 § 2 (part); prior code § 9-49.060)

9-62.070 Special restrictions.

Temporary uses shall be restricted as follows:

A. Outdoor events, outdoor sales and recycling events shall be restricted to a period not to exceed ten consecutive calendar days per event, except as otherwise permitted by this code. An additional forty-eight (48) hours shall be allowed for both the set-up and breakdown of facilities. Seasonal outdoor sales requiring longer selling periods shall be permitted as follows:

1. Christmas tree lots may not initiate sales until Thanksgiving weekend, and shall end on December 26th each calendar year.

2. Pumpkin patch sales shall not begin until October 1st each calendar year and shall end on November 1st.

3. Seasonal strawberry stands shall be subject to the following regulations:

a. Permits for strawberry stands are limited to 120 days per calendar year.

b. Strawberry stands shall be permitted to sell only items related directly to strawberries.

c. All associated signs shall be attached to the strawberry stand structure, and shall not extend above or beyond the strawberry stand structure. Other signs and advertising devices, such as banners, pennants, flags, A-frame signs, and light strings, are prohibited.

d. Portable toilets are not permitted at strawberry stands. Such temporary uses must have access to existing permanent restroom facilities for the use of employees.

B. Garage/yard sales shall be limited to two consecutive calendar days per event. For coordinated garage/yard sales involving five or more households within any given neighborhood, an address list shall be submitted with the temporary use permit application. A map indicating the location of the participating house-

holds may also be required if deemed necessary by the Planning Department.

C. Not more than one event per calendar quarter shall be permitted for any applicant, group or organization.

D. The event shall not encroach upon the public right-of-way unless the City Engineer has approved an encroachment permit.

E. The location of the event shall be cleaned and cleared of all materials and signage within forty-eight (48) hours after the close of the event.

F. Temporary construction offices and facilities may be permitted for the duration of construction for a given development project. The acceptable time period shall be determined by the Community Development Director subject to the review of a construction schedule to be submitted in conjunction with the temporary use permit application. (Ord. 2011-4 § 1 (Exh. A (part)); Ord. 98-8 § 2 (part); prior code § 9-49.070)

9-62.080 Exempt activity.

The following activity does not require the issuance of a temporary use permit:

A. Garage sales involving four or fewer households. (Ord. 98-8 § 2 (part); prior code § 9-49.080)

9-62.090 Appeals.

Appeals of decisions of the Community Development Director shall be made in the same manner as any other appeal. (Ord. 98-8 § 2 (part); prior code § 9-49.090)

UVSP Temporary Use Regulations

goals of the Public Art Program. The applicant may propose to locate the Public Art on the project site or at an appropriate off-site location in the vicinity of the project. The artwork should not be sited near monument signs, walls, benches, or utility boxes, since these structures may block viewing the art and diminish the aesthetic value of the artwork. The Public Art shall be created and installed prior to the issuance of the Occupancy Permits for the project.

At the discretion of the Community Development Director, based upon the size, scale, location and construction costs of the project, the applicant may be required to contribute to the Public Art In-Lieu Fund rather than install a piece of art. The City may commission and acquire artwork using the Public Art In-Lieu Funds. City artwork shall meet the same design and location criteria as private artwork.

TEMPORARY USES/ACTIVITIES

Unless modified by this section, the provisions of chapter 9-62 of the LPMC relating to Temporary Uses, shall apply to properties in the Urban Village. The Town Green and plazas will provide opportunities for a variety of temporary uses, some that are associated with the adjoining businesses and others that create activity to encourage pedestrian uses. Other locations within the Urban Village may also be appropriate for temporary uses. Temporary uses could include: civic ceremonies, farmers markets, festivals, live performances, fairs and seasonal activities. Each temporary use shall be limited in size, location and scale to ensure that surrounding parcels are not impacted by the use. Conditions

may be placed on the use by the City to reduce any potential impacts.

OUTDOOR VENDORS/CARTS/KIOSK

Throughout the Urban Village, to create an atmosphere that encourages pedestrian traffic and invites people to walk between uses, outdoor vendors are permitted as an accessory use, subject to the approval of a Conditional Use Permit. While the vendors' cart or kiosk may appear to be temporary in nature, they shall be designed to complement the architectural style of the other buildings on the site and integrated into the site design to provide for easy pedestrian access. Moving vendor carts are prohibited. The size and location of vendor carts shall be limited to ensure that the business is oriented to the pedestrian and not the surrounding streets and to provide for adequate pedestrian circulation around the use. When outdoor vendor uses are located within the Town Greens or plazas, the primary function of those spaces for strolling, sitting, walking, eating and interaction with others shall not be compromised.

LIGHTING

Exterior lighting shall be energy-efficient and shielded or recessed so that direct glare and reflections are contained within the boundaries of the parcel, and shall be directed downward and away from adjoining properties and public rights-of-way. No lighting shall blink, flash, or be of unusually high intensity or brightness. All lighting fixtures shall be appropriate in scale, intensity, and height to the use it is serving. Security lighting shall be provided at all entrances.

