
**CITY COUNCIL
REGULAR
MEETING**



**MAY 22, 2012
7:00 PM**

AGENDA

Melody Carruth, Mayor

Joel Lautenschleger, Mayor Pro Tempore
Randal Bressette, Council Member

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

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE LAUTENSCHLEGER

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

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

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM OCFA BATTALION CHIEF ART NEVAREZ ON THEIR "SIDEWALK CPR" PROGRAM.

2. PUBLIC COMMENTS

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

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

3. MINUTES

3.1 REGULAR MEETING, MAY 8, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE MAY 8, 2012, REGULAR MEETING.

4. CONSENT CALENDAR

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

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

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

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$814,421.64.

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

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 9-93, ENTITLED 'REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES,' TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATIONS IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS.

- 4.4 FY 2012-2013 LAW ENFORCEMENT SERVICES AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE FY 2012-2013 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS.

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

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACTOR SERVICES AGREEMENT FOR CATCH BASIN DEBRIS GATE MANUFACTURING AND INSTALLATION SERVICES WITH G2 CONSTRUCTION, INC., AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

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

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING A REIMBURSEMENT WAIVER ASSOCIATED WITH THE WIDENING OF AVENIDA DE LA CARLOTA, CIP NO. 164, AND THE AGREEMENT FOR ACQUISITION OF INTERESTS IN REAL PROPERTY (G & M OIL COMPANY)."

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

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 PUBLIC COMMENTS

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

5.3 MINUTES

5.3.1 REGULAR MEETING, MAY 8, 2012

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE MAY 8, 2012, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.5 ADMINISTRATIVE REPORTS

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

RECOMMENDATION: THAT THE PLANNING AGENCY RECEIVE A PRESENTATION ON THE REDEVELOPMENT OF THE OAKBROOK VILLAGE SHOPPING CENTER.

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

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.

7. ADMINISTRATIVE REPORTS**7.1 City Manager****8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR****8.1 COUNCIL MEMBER KOGERMAN****8.1.1 REPEAL OF LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200 REMOVAL FROM OFFICE**

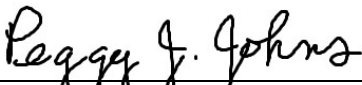
RECOMMENDATION: THAT THE CITY COUNCIL DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE TO REPEAL LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200 ENTITLED "REMOVAL FROM OFFICE" TO BE PRESENTED FOR INTRODUCTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING.

9. CITY COUNCIL MEMBER COMMENTS**10. CLOSED SESSION****ADJOURNMENT**

The next Regular Meeting of the City Council will be June 12, 2012, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by May 18, 2012, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

May 18, 2012**DATE**

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

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

CITY OF LAGUNA HILLS

AGENDA REPORT CITY CLERK

**ISSUE: PRESENTATION BY ORANGE COUNTY FIRE AUTHORITY
 REGARDING "SIDEWALK CPR"**

SUMMARY:

Battalion Chief Art Nevarez with the Orange County Fire Authority will be providing a verbal presentation to the City Council regarding their "Sidewalk CPR" Program which will be conducted at the Laguna Hills Mall on June 7, 2012.

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL
PRESENTATION FROM OCFA BATTALION CHIEF ART NEVAREZ ON THEIR
"SIDEWALK CPR" PROGRAM.**

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
MAY 08, 2012**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Council Member Kogerman

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

- 1.1 PROCLAMATION, "WILDFIRE AWARENESS WEEK", MAY 6, 2012 THROUGH MAY 12, 2012

MAYOR CARRUTH PRESENTED A PROCLAMATION TO ORANGE COUNTY FIRE AUTHORITY BATTALION CHIEF RON ROBERTS, RECOGNIZING MAY 6, 2012, THROUGH MAY 12, 2012, AS "WILDFIRE AWARENESS WEEK."

- 1.2 PROCLAMATION OF MAY 2012 AS WATER AWARENESS MONTH

MAYOR CARRUTH PRESENTED PROCLAMATIONS TO MIKE GRANDY, ASSISTANT GENERAL MANAGER OF THE EL TORO WATER DISTRICT, AND DONALD FROELICH, BOARD VICE PRESIDENT OF MOULTON NIGUEL WATER DISTRICT, PROCLAIMING MAY 2012 AS WATER AWARENESS MONTH.

2. PUBLIC COMMENTS

LAGUNA HILLS MUNICIPAL CODE

Carmela Bates, Laguna Hills, requested that the City consider modification of the City's Zoning Code, Chapter 9-56 regarding domestic animal regulations, and distributed a letter to the City Council stating her concerns.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON ALTERNATE ADAM WONG.

3. MINUTES

3.1 REGULAR MEETING, APRIL 24, 2012

MOTION TO APPROVE THE MINUTES OF THE APRIL 24, 2012, REGULAR MEETING, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.

APPROVED BY A VOTE OF 5-0.

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 5-0.

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

THE CITY COUNCIL WAIVED READING OF ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 8, 2012

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$365,007.69.

4.3 THIRD QUARTER FINANCIAL AND TREASURER'S REPORT (FY2011/12)

THE CITY COUNCIL RECEIVED AND FILED THE THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FY2011/12.

4.4 CONTRACT WITH THE COUNTY OF ORANGE FOR \$162,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2012-2013 FOR RESIDENTIAL RENOVATION ACTIVITIES AT THE ALISO MEADOWS CONDOMINIUM COMPLEX

THE CITY COUNCIL APPROVED A CONTRACT WITH THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE 2012-2013 FISCAL YEAR AND AUTHORIZED THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT.

4.5 2012 FOURTH OF JULY CELEBRATION

THE CITY COUNCIL RECEIVED AND FILED THE REPORT.

4.6 PROGRESS PAYMENT NO. 5 FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 5, IN THE NET AMOUNT OF \$233,510.97, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164.

4.7 CONTRACTS WITH COUNTY OF ORANGE AND AGE WELL SENIOR SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2012/2013

THE CITY COUNCIL APPROVED INDIVIDUAL CONTRACTS WITH THE COUNTY OF ORANGE AND AGE WELL SENIOR SERVICES FOR UTILIZATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2012/2013, AND AUTHORIZED THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACTS.

4.8 LEASE AGREEMENT WITH THE LAW OFFICES OF FAY BLIX FOR 24031 EL TORO ROAD, SUITE 301, LAGUNA HILLS, CALIFORNIA

THE CITY COUNCIL AUTHORIZED THE CITY MANAGER TO EXECUTE LEASE DOCUMENTS WITH THE LAW OFFICES OF FAY BLIX FOR 24031 EL TORO ROAD, SUITE 301, LAGUNA HILLS, CALIFORNIA.

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:20 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES**5.3.1 REGULAR MEETING, APRIL 24, 2012**

MOTION TO APPROVE THE MINUTES OF THE APRIL 24, 2012, REGULAR MEETING, BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER SONGSTAD.

APPROVED BY A VOTE OF 5-0.**5.4 PLANNING AGENCY PUBLIC HEARINGS**

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:21 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

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

Mayor Carruth opened the Public Hearing.

Lee Heman, Laguna Hills Realtor, indicated he had concerns regarding how to notify prospective buyers when modifications had been made to properties.

Mayor Carruth closed the Public Hearing.

THE CITY COUNCIL INTRODUCED AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 9-93, ENTITLED 'REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES,' TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATIONS IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS," BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 5-0.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manger made no reports.

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

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

9. CITY COUNCIL MEMBER COMMENTS**MAYOR CARRUTH**

Mayor Carruth suggested that an additional 25-mph "When Children are Present" speed limit sign be posted on the south side of La Paz Road by Valencia Elementary School and distributed a photo showing the location of the current 40-mph speed limit sign.

Mayor Carruth reported on her attendance at the Teacher of the Year Banquet held in Dana Point for Saddleback Valley Unified School District and commented on several Teachers being honored from Laguna Hills Schools.

Mayor Carruth reported on her attendance at a Watershed Management Committee meeting held last week and handed out a map showing Laguna Hills' boundaries as being part of the Aliso Creek Watershed area and believed this was important information for Laguna Hills' residents.

10. CLOSED SESSION

Mayor Carruth recessed the meeting into Closed Session at 7:47 PM.

10.1 CONFERENCE WITH LABOR NEGOTIATOR (CONTINUED)

Pursuant to Government Code Section 54957.6

Agency Negotiator: Daniel C. Cassidy, Special Labor Counsel

Unrepresented Employee: City Manager

Under Negotiation: Terms and conditions of employment

Mayor Carruth reconvened the meeting at 8:25 PM. All Council Members were present.

There was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 8:25 PM.

ATTEST:

MELODY CARRUTH, MAYOR

APPROVED AT MEETING OF _____

CITY OF LAGUNA HILLS
AGENDA REPORT
ADMINISTRATIVE SERVICES DEPARTMENT

**ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
 MAY 22, 2012.**

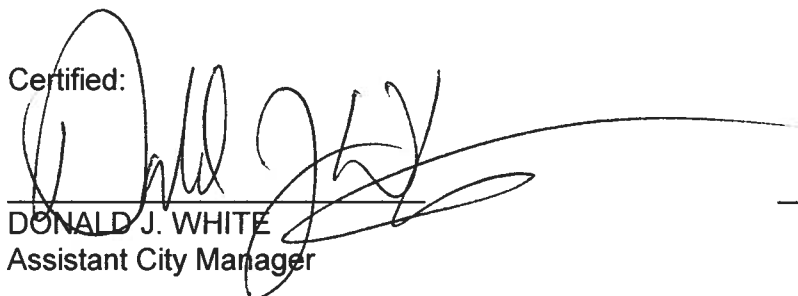
SUMMARY:

In accordance with Government Code Section 37202, the Finance Manager prepares the attached warrant register, which reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies that funds are available for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

5-16-12
DATE

FISCAL IMPACT:

The warrant register total is \$ 814,421.64

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER
IN THE AMOUNT OF \$ 814,421.64.**

ATTACHMENTS:

1. **Warrant Register**

**CITY OF LAGUNA HILLS
WARRANT REGISTER
May 22, 2012**

5/22/2012 ITEM NO. 4.2

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
AT&T- CALNET 2		Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, Apr '12	8803245	\$ 1,481.36
AT&T MOBILITY		Refund, CPMA, CR# 43315, 43459 and 43780	8803242	1,812.50
AT&T MOBILITY		Wireless Service, Apr '12	8803243	60.92
BANK OF AMERICA		Departmental Operating Expenditures, Apr '12	8803266	6,657.63
CHEVRON		Vehicle Fuel, Apr '12	8803246-249	2,393.72
CITY CLERKS ASSOC. OF CA		Publications, City Clerk, Apr '12	8803250	40.00
CRYSTAL POOLS AND SPA		Refund, Pool Bond, CR# 41936	8803251	500.00
CYBERSOURCE CORPORATION		eCommerce Payment Gateway Service, Online Permits, Community Development, Apr '12	8803272	29.00
EL TORO WATER DISTRICT		Water Usage, Parks, Mar '12	8803276	5,139.96
HOME DEPOT		Program Supplies, Community Services, Apr '12	8803252	6.11
HSBC BUSINESS SOLUTIONS		Program Supplies, Community Services, Apr '12	8803281	9.81
IRVINE RANCH WATER DISTRICT		Water Usage, Parks, Apr '12	8803282	111.55
JAVED, HUMZA		Mileage Reimbursement, Public Works, Apr '12	8803284	70.49
MAUVAIS, CLIFF		Refund, Grading Permit, CR# 41901	8803253	87.86
MOLLOY, JULIE		Mileage Reimbursement, Planning, Feb - May '12	8803254	59.39
MONACH, KIMBERLYN		Professional Fees, Public Art Program, Apr '12	8803255	1,560.00
MOULTON NIGUEL WATER DISTRICT		Water Usage Parks and Community Center, Mar - Apr '12	8803287	14,052.90
OROS CONSULTING SERVICES, LLC		Professional Fees, Computer Consulting Services, Apr '12	8803256	4,797.50
RALPHS GROCERY COMPANY		Program Supplies, Community Services, Mar - Apr '12	8803301	85.15
REFUND, FACILITY RENTAL DEPOSIT		P. Arboleda, V# 2002254.002	8803302	250.00
REFUND, FACILITY RENTAL DEPOSIT		Laguna Hills NJB, V# 2002327.002	8803303	500.00
REFUND, FACILITY RENTAL DEPOSIT		A. Passarelli, V# 2002348.002	8803304	500.00
REFUND, FACILITY RENTAL DEPOSIT		M. Redja, V# 2002349.002	8803305	500.00

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 22, 2012

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
REFUND, FACILITY RENTAL DEPOSIT	Hawkeye Wrestling Club, V# 2002363.002	8803306	40.00
REFUND, FACILITY RENTAL DEPOSIT	C. Sosa, V# 2002364.002	8803307	500.00
REFUND, FACILITY RENTAL DEPOSIT	V. Millan, V# 2002366.002	8803308	500.00
REFUND, FACILITY RENTAL DEPOSIT	Acacia Knolls Home Owners Association, V# 2002367.002	8803309	227.50
REFUND, FACILITY RENTAL DEPOSIT	L. Hughes, V# 2002360.002	8803310	167.50
REYES, JANICE MATEO	Petty Cash Replenishment, Departmental Operating Expenditures, May '12	8803257	540.63
REYNOLDS, DAVID	Petty Cash Replenishment, Community Services, May '12	8803311	290.29
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights, Mar '12	8803313	13,058.19
SMART & FINAL	Program Supplies, Community Services and Office Supplies, City Hall, Apr '12	8803315	404.30
SMYSER, TODD	Mileage Reimbursement, Community Services, Mar - Apr '12	8803258	109.89
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Apr '12	8803259	1,205.38
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Apr '12	8803317	736.75
SWAN POOLS	Refund, Pool Bond, CR# 43344	8803260	500.00
TARGET STORES	Program Supplies, Community Services, Mar - Apr '12	8803261	111.98
VERIZON WIRELESS	Communication Expense, Apr '12	8803321	1,037.23
WELLS FARGO FINANCIAL LEASING	Lease - Copier, Community Center, Jun '12	8803322	571.60
WHITE, DONALD	Travel Advance, Administrative Services, May '12	8803324	300.00
Total Prepaid Warrants:			\$ 61,007.09
REGULAR WARRANTS:			
AAA AWARDS & MONOGRAMMING	Program Supplies, Community Services, Apr '12	8803262	\$ 113.14
ALICEA, MIA	Contract Instructor Fee, Dancing Spring Session, Community Services	8803263	290.50
AQUA CHILL OF MISSION VIEJO,	Water Filtration Service, Community Center, May '12	8803264	81.89
ARBOR DAY FOUNDATION	Membership, May '12 - May '13	8803265	25.00
BUREAU VERITAS NORTH AMERICA	Professional Fees, El Toro Rd @ Carlota Street Improvements CIP # 164	8803267	2,737.39

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 22, 2012

5/22/2012 ITEM NO. 4.2

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
C&D ELECTRIC, INC.	Lighting Repairs, Parks, Apr '12	8803268	1,325.88
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, City Hall, Apr '12	8803269	171.05
CARL WARREN & COMPANY	Processing Fee, Small Claims, Dec '11 - Apr '12	8803270	2,946.27
CDW GOVERNMENT, INC.	Computer Hardware, Community Services, Apr '12	8803271	1,015.14
DUNBAR ARMORED, INC.	Courier Fee, Armored Transport, May '12	8803273	141.20
ECONOLITE CONTROL PRODUCTS, INC.	Software Update, Traffic Light Synchronization System, Apr '12	8803274	8,081.25
ECONOMICS, INC.	Professional Fees, Recycling Program, Apr '12	8803275	2,433.34
ELKINS, CHRISTINA	Contract Instructor Fee, Dancing Spring Session, Community Services	8803277	2,079.70
ENVIRONMENTAL SYS RESEARCH, INST	Software Update, GIS System, Apr '12	8803278	17,007.50
HARTZOG & CRABILL, INC.	Professional Fees, El Toro Rd @ Carlota Street Improvements CIP # 164 and Traffic Engineering Services, Mar '12	8803279	5,498.27
HEART OF GOLD FOUNDATION, INC.	Contract Instructor Fee, Cooking Class Spring Session, Community Services	8803280	94.50
JAMEY CLARK, INC.	Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, Apr '12	8803283	5,469.26
LINDY OFFICE PRODUCTS	Operating Supplies, Apr '12	8803286	49.52
NIEVES LANDSCAPE, INC.	Monthly Landscape Services, May '12	8803288	73,105.47
NIMMO, DAVID	Contract Instructor Fee, Clog Dancing Spring Session, Community Services	8803289	717.50
OC DIV, LEAGUE OF CAL CITIES	Meeting Expense, Administrative Services, Apr '12	8803291	160.00
OFFICE SOLUTIONS	Office and Operating Supplies, Apr - May '12	8803292	334.51
ORANGE COUNTY FIRE AUTHORITY	Remittance, Fire Fees Collected, Apr '12	8803293	8,783.00
ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, City Clerk, Apr '12	8803294	233.10
ORANGE COUNTY TREASURER	Public Safety 800 MHZ Cost Allocation 4th Qtr 11/12	8803285	2,286.00
ORANGE COUNTY TREASURER	Street Clean-up, NPDES Program, Public Works, Dec '11	8803290	1,192.82
ORANGE COUNTY TREASURER	Law Enforcement Services, May '12	8803327	545,032.08
PACK, DWAYNE	Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, Apr '12	8803295	250.00
PRICE, FRANK	Referee Fees, Volleyball, Community Services	8803296	144.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
May 22, 2012**

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
PRICE, ROBIN	Referee Fees, Volleyball, Community Services	8803297	144.00
PRIORITY MAILING SYSTEMS, LLC	Office Supplies, Apr '12	8803298	182.39
QUEST DIAGNOSTICS	Pre-employment Drug Testing, Apr '12	8803299	17.98
QUIKSILVER COURIER	Delivery Service, Apr '12	8803300	29.64
RPW SERVICES, INC.	Rodent Control, Parks, Apr '12	8803312	1,560.00
SECURE LIVE SCAN	Pre-employment Fingerprinting, Apr '12	8803314	15.00
SOUTH COAST WATERS	Facility Maintenance and Repairs, Water Feature, Community Center, May '12	8803316	1,050.00
STUDIO TWO BLACK DIAMOND	Printing Expense, May '12	8803318	37.71
SUNSET PROPERTY SERVICES	Street Sweeping, Apr '12	8803319	10,822.10
TUTTLE CLICK FORD	Vehicle Maintenance, Community Services, Apr '12	8803320	100.00
WEST COAST ARBORISTS, INC.	Tree Planting, Urban Reforestation, CIP # 320 and Tree Trimming, Apr '12	8803323	8,496.00
WOODRUFF, SPRADLIN & SMART	Professional Fees, Legal Services, Mar '12	8803325	48,171.85
XEROX CORPORATION	Usage - Copier, City Hall, Apr '12	8803326	988.60
Total Regular Warrants:		\$	753,414.55
**WARRANT REGISTER TOTAL **		\$	814,421.64

CITY OF LAGUNA HILLS

AGENDA REPORT CITY CLERK

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

SUMMARY:

Under state and federal law, local governments are required to provide “reasonable accommodation” to persons with disabilities when exercising planning and zoning powers. Providing reasonable accommodation in the land use and zoning context may include a modification or exemption from land use, and zoning regulations, policies, and practices, when it is necessary to eliminate barriers to housing opportunities and to ensure the equal use and enjoyment of a dwelling by a person with a disability. This Ordinance establishes a procedure for the receipt and evaluation of a request for reasonable accommodation in accordance with state and federal laws.

On May 8, 2012, the City Council introduced the Ordinance. It is in order to adopt the Ordinance.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: “AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 9-93, ENTITLED ‘REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES,’ TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATIONS IN THE CITY’S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS.

ATTACHMENTS:

- Ordinance

ORDINANCE NO. 2012-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 9-93, ENTITLED "REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES," TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATIONS IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS.

WHEREAS, the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act require cities to make reasonable accommodations (i.e., modifications or exemptions) in their zoning and land use regulations, policies, and practices when such accommodations are necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling; and

WHEREAS, it is the purpose and intent of the City Council, through the adoption of this Ordinance, to establish procedures for the receipt and evaluation of requests for reasonable accommodation in accordance with state and federal law.

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

SECTION 1. Chapter 9-93 is hereby added to Title 9 of the Laguna Hills Municipal Code, which shall read as follows:

CHAPTER 9-93

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Sections:

<u>9-93.010</u>	Purpose and Intent.
<u>9-93.020</u>	Definitions.
<u>9-93.030</u>	Applicability.
<u>9-93.040</u>	Reviewing Authority.
<u>9-93.050</u>	Application for Reasonable Accommodation.
<u>9-93.060</u>	Public Notice.

<u>9-93.070</u>	Required Findings.
<u>9-93.080</u>	Notice of Decision.
<u>9-93.090</u>	Expiration, Time Extension, and Revocation.
<u>9-93.100</u>	Discontinuance.
<u>9-93.110</u>	Appeals.

9-93.010 Purpose and Intent.

It is the policy of the City of Laguna Hills to comply with the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (collectively referred hereafter as "Fair Housing Laws") to provide reasonable accommodation to disabled persons in the application of its zoning and land use regulations, policies, and practices for persons with disabilities seeking fair access to housing. The purpose of this Chapter is to establish procedures for the receipt and evaluation of requests for reasonable accommodation.

A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to the housing of their choice. Requests for reasonable accommodation shall be made in the manner prescribed by Section 9-93.050 (Application for Reasonable Accommodation).

9-93.020 Definitions.

As used in this Chapter, the following items shall have meanings as set forth below:

"Director" means the Community Development Director.

"Disabled" or "disability" means any person who has a physical or mental impairment that substantially limits one or more major life activities, or as may otherwise be defined by state or federal law.

"Fundamental alteration" means a modification that alters the essential nature of a provider's operations.

"Major life activity" means those activities that are of central importance to daily life including, but not limited to, seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

"Physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus (HIV) infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism.

“Reasonable accommodation” means a change, exception, or adjustment to a rule, policy, practice, or procedure that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

“Reviewing authority” means the Community Development Director or the Planning Agency, as determined in Section 9-93.040.

9-93.030 Applicability.

- A. A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of zoning and land use regulations, policies, and practices act as a barrier to fair housing opportunities.
- B. Providing reasonable accommodation in the land use and zoning context may include a modification or exemption from zoning and land use regulations, policies, and practices when it is necessary to eliminate barriers to housing opportunities.

9-93.040 Reviewing Authority.

- A. The Director shall review each application for reasonable accommodation within thirty (30) days of deeming the application as complete. Pursuant to the findings set forth in section 9-93.060, the Director may approve, approve subject to conditions, or deny the request.
- B. In the event that the applicant also seeks a concurrent approval, permit, or entitlement that will be reviewed by the Planning Agency, then the Planning Agency shall also act as the reviewing authority for the application for reasonable accommodation.
- C. If necessary to reach a determination on the request for reasonable accommodation, the reviewing authority may request further information from the applicant consistent with the Fair Housing Laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request.

9-93.050 Application for Reasonable Accommodation.

- A. An application for reasonable accommodation shall be submitted in writing on a form prescribed by the Community Development Director (“Director”).
- B. A fee shall not be required for a reasonable accommodation, but if the project requires another discretionary permit, then the prescribed fee shall be paid for the other discretionary permit(s) in compliance with the City’s adopted fee schedule.

- C. If the project for which the application for reasonable accommodation is being made also requires some other approval, permit or entitlement, the applicant shall file the request together with the application for such approval, permit or entitlement.
- D. An application for reasonable accommodation shall include all of the following:
 - 1. The applicant's name, address, and telephone number;
 - 2. Documentation that the applicant is:
 - a. An individual with a disability;
 - b. Applying on behalf of one or more individuals with a disability; or
 - c. A developer or provider of housing for one or more individuals with a disability.
 - 3. Address of the property for which accommodation is requested;
 - 4. The name, address, and telephone number of the property owner(s), if different from the applicant;
 - 5. The current use of the subject property;
 - 6. The specific basis for the claim that the applicant is considered disabled under the Fair Housing Laws;
 - 7. A description of the accommodation requested including reference to the Zoning and Development Code provision, policy or procedure from which accommodation is sought;
 - 8. A detailed written explanation of why the requested accommodation is necessary for the individual(s) with a disability to use and enjoy the dwelling; and
 - 9. Any other information that the Director reasonably concludes is necessary to determine whether the findings required by §9-93.070 can be made, so long as any request for information regarding the disability of the individuals benefited complies with Fair Housing Law protections and the privacy rights of the individuals affected.

9-93.060 Public Notice.

After the Director has deemed an application for reasonable accommodation as complete, the Director or his/her designee shall provide notice of the request for reasonable accommodation as follows:

- A. In the event that there is no approval, permit, or entitlement sought other than the request for reasonable accommodation, the notice shall be mailed to the owners of record of all properties that are immediately adjacent to the property that is the subject of the request.

- B. In the event that the request is being made in conjunction with some other approval, permit or entitlement, the notice shall be transmitted along with the notice of the other proceeding.

9-93.070 Required Findings.

- A. The written decision to approve, approve with conditions, or deny an application for reasonable accommodation shall be based upon the following findings, all of which are required for approval:
 - 1. The requested accommodation is requested by or on the behalf of one or more individuals with a disability protected under the Fair Housing Laws;
 - 2. The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling;
 - 3. The requested accommodation will not impose an undue financial or administrative burden on the City;
 - 4. The requested accommodation will not result in a fundamental alteration in the nature of a City program or law, including but not limited to land use or zoning; and
 - 5. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health and safety of other individuals or substantial physical damage to the property of others.
- B. In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation will comply with the findings required by this section.

9-93.080 Notice of Decision.

- A. The Reviewing Authority shall notify the applicant of his/her decision by mailing a written determination to the applicant. The notice of decision shall: include factual findings, conclusions, and reasons for the decision; and notify the applicant of the right to appeal the Reviewing Authority's decision pursuant to Section 9-93.110.
- B. Notice of the Reviewing Authority's decision shall also be given to adjoining property owners and/or other interested persons in the same manner as provided in Section 9-93.060(A) and (B).

9-93.090 Expiration, Time Extension, and Revocation.

- A. Any reasonable accommodation approved in accordance with the terms of this Chapter shall expire within twenty-four (24) months from the effective date of the approval or at an alternative time specified as a condition of approval unless:

1. A building permit has been issued and construction has commenced;
 2. A certificate of occupancy has been issued;
 3. The use is established; or
 4. A time extension has been granted.
- B. The Director may approve a time extension for a reasonable accommodation for good cause for a period or periods not to exceed three (3) years. An application for a time extension shall be made in writing to the Director no less than thirty (30) days or more than ninety (90) days prior to the expiration date.
- C. Any reasonable accommodation approved in accordance with this Chapter may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith.

9-93.100 Discontinuance.

- A. A reasonable accommodation shall lapse if the exercise of rights granted by it is discontinued for one hundred eighty (180) consecutive days. If the disabled persons vacate the premises, the reasonable accommodation shall remain in effect only if the Director determines that (1) the modification is physically integrated into the residential structure such that it would be impractical to require the property to be returned to its previous condition, or (2) the accommodation is necessary to give another disabled individual an equal opportunity for use and enjoyment of the dwelling.
- B. The Director may, at any time, request in writing the applicant or his successor-in-interest to the property to provide documentation demonstrating that the accommodation remains necessary to ensure the equal use and enjoyment of the property by a person with disabilities and/or continued compliance with any applicable conditions of approval. Failure to provide such documentation within fifteen (15) days of the date of the Director's request shall constitute grounds for discontinuance by the City of a previously approved reasonable accommodation.

9-93.110 Appeals.

The decision of the Director to approve, approve subject to conditions, or deny an application for reasonable accommodation shall be subject to appeal to the Planning Agency pursuant to the procedures set forth in Chapter 9-96 of the Municipal Code.

SECTION 2. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 21065 of the Public Resources Code or sections 15060(c)(2), 15060(c)(3), and 15378 of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 22nd day of May 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2012-x was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 8th day of
May 2012, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the 22nd day of May 2012, by the following
vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2012- x, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 9-93, ENTITLED "REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES," TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATIONS IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS.

on the 11th day of May 2012 was published in summary in the Register Newspaper and on the 1st day of June 2012, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 9th day of May 2012 and the 23rd day of May 2012, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

CITY OF LAGUNA HILLS

AGENDA REPORT POLICE SERVICES DEPARTMENT

ISSUE: FY 2012-2013 LAW ENFORCEMENT SERVICES AGREEMENT

SUMMARY:

The City of Laguna Hills has provided police services for general law enforcement and traffic enforcement under an Agreement with the Orange County Sheriff's Department since FY 1992-1993. That arrangement remains both effective and cost efficient. Renewing the Agreement will provide the City with an equivalent police department of 42.22 full-time employees, as well as access to specialized Sheriff's personnel.

BACKGROUND:

The proposed service level would provide the City with the following personnel breakdown:

Lieutenant	1
Administrative Sergeant	1
Patrol Sergeants	1.97
Investigators	2
Patrol Deputies	14
School Resource Officer	1
Motorcycle Deputies	3
Directed Enforcement Deputy	1
Community Service Officers	2
Crime Prevention Specialist	1
Shared Staff	14.25
Total Staff	42.22

This staffing complement is designed to achieve a service level that would yield an optimum preventative patrol time of 40%. Preventative patrol time is that time spent in the field by patrol deputies that is not allocated to administrative time or responding to calls. In 2011, Laguna Hills Police Services averaged 41% in Preventative Patrol Time.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE FY 2012-2013 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS.

The contract law enforcement comparisons below show that Laguna Hills continues to rank among the top tier of South County cities in both spending per capita on law enforcement services and sworn staff per capita.

Per Capita Cost

Dana Point	\$274
Laguna Hills	\$215
San Juan Capistrano	\$207
San Clemente	\$186
Mission Viejo	\$162
Lake Forest	\$159
Rancho Santa Margarita	\$148
Laguna Niguel	\$145
Aliso Viejo	\$130

Sworn Staff Per Capita (per 1000 residents)

Dana Point	1.02
Laguna Hills	0.82
San Juan Capistrano	0.81
San Clemente	0.69
Mission Viejo	0.62
Lake Forest	0.60
Rancho Santa Margarita	0.57
Laguna Niguel	0.54
Aliso Viejo	0.50

Additionally, Police Services was able to maintain our response time goals in all priority calls for 2011.

The Sheriff's Department has prepared the attached Agreement for FY 2012-2013. The City Attorney has reviewed the document and approved it as to form.

FISCAL IMPACT:

The total cost for law enforcement services for FY 2012-2013 is \$6,633,168. This represents an increase of \$92,783 (1.42%) over the FY 2011-2012 adjusted Law Enforcement Agreement of \$6,540,385 and is within the adopted budget for public safety.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE FY 2012-2013 LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS.

ATTACHMENTS:

- FY 2012-2013 Law Enforcement 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 2012, 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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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2012 and terminate June
3 30, 2013 unless earlier terminated by either party or extended in the manner
4 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 June
9 30, 2013 for COUNTY to provide to CITY, during all or part of the period
10 between July 1, 2013 and June 30, 2014, law enforcement services similar
11 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's
12 Manager, on behalf of CITY, are authorized to execute a written amendment
13 to this Agreement that provides as follows and does not materially alter
14 other terms of the Agreement: SHERIFF shall continue to provide to CITY
15 all or a designated part of the law enforcement services specified herein, for
16 a specified time period between July 1, 2013 and August 31, 2013 and CITY
17 shall pay COUNTY the full costs of providing such services. Such full costs
18 may be greater than those listed herein for the period July 1, 2012 through
19 June 30, 2013. SHERIFF and CITY Manager shall file copies of any such
20 amendments to this Agreement with the Clerk of COUNTY's Board of
21 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, 2012 through June 30, 2013, shall be as follows:

9 **Management:**

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

12 **Supervision:**

- 13 • Two and ninety-seven hundredths (2.97) Sergeants
14 (Each full sergeant position is 80 hours per two-week pay period)

15 **Investigation Services:**

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

18 **Patrol Services:**

- 19 • Fifteen (15) designated one-deputy units
20 (80 hours per two-week pay period, per unit)
21 Deployment to be determined by SHERIFF in cooperation with CITY
22 Manager.

23 **School Resource Services**

- 24 • One (1) designated one-deputy unit
25 (80 hours per two-week pay period, per unit)
26 Deployment to be determined by SHERIFF in cooperation with CITY
27 Manager.

28 //

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

2 **Traffic Services:**

- 3 • Three (3) designated motorcycle units
4 (80 hours per two-week pay period, per unit)
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
12 (80 hours per two-week pay period)

13 **Regional Support Services:**

- 14 • 10.16 percent of one half of one (.5) Sergeant - Traffic
15 • 10.16 percent of three (3) Deputy Sheriff IIs - Traffic
16 • 10.16 percent of one (1) Investigative Assistant - Traffic
17 • 10.16 percent of one (1) Office Specialist - Traffic
18 • 5.08 percent of one fourth of one (.25) Sergeant – Auto Theft
19 • 5.08 percent of two (2) Investigators – Auto Theft
20 • 5.08 percent of one (1) Investigative Assistant – Auto Theft
21 • 5.08 percent of one (1) Office Specialist – Auto Theft
22 • 8.58 percent of three (3) Investigative Assistants – Court
23 • 10.34 percent of one half of one (.5) Motorcycle Sergeant

- 24 4. For any service listed in Subsection C-3 of this Agreement that is provided
25 to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
26 the option to terminate such service in the event the other city or cities that
27 contract for the balance of the time of the employee providing the service no
28 longer pay(s) for such service and CITY does not request the Agreement be

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

2 amended to pay 100% of the cost of the employee providing such service.

3 The Maximum Obligation of CITY set forth in Subsection G-3 will be
4 adjusted accordingly.

5 5. All services contracted for in this Agreement may not be operational on the
6 precise date specified in this Agreement. In those instances, SHERIFF
7 shall notify CITY Manager of the date or dates such service or services are
8 to be implemented. COUNTY shall reduce the monthly charges to CITY,
9 based on the actual date of implementation of the service or services.
10 Charges shall be reduced on the next monthly billing tendered in
11 accordance with Subsection G-4 of this Agreement.

12 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
13 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
14 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
15 CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to
16 CITY as soon as possible once the emergency situation is under control.

17 7. With respect to the licensing ordinances of CITY listed in Attachment A
18 hereto, which is incorporated herein by this reference, SHERIFF shall
19 receive applications for CITY licenses pursuant to said ordinances and
20 complete investigations relating to such applications. Said investigations
21 shall be forwarded to CITY Manager. COUNTY shall not provide any
22 advisory, administrative, hearing or litigation attorney support or services
23 related to licensing. COUNTY shall not provide any administrative or
24 investigatory services related to the licensing ordinances listed in
25 Attachment A hereto, except the investigations relating to initial applications
26 for which this subsection provides.

27 //

28 //

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

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

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

23 Notwithstanding the foregoing, SHERIFF and CITY Manager may increase
24 the service level of Deputy Sheriff II – Patrol from fifteen (15) to seventeen
25 (17) without further approval by the COUNTY's Board of Supervisors and
26 CITY's Council.

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

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

14 2. Supplemental services for occasional events operated by private individuals
15 and entities on non-CITY property. At the request of CITY, through its City
16 Manager, and within the limitations set forth in this subsection D-2,
17 SHERIFF may provide supplemental law enforcement services to preserve
18 the peace at special events or occurrences that occur on an occasional
19 basis and are operated by private individuals or private entities on non-CITY
20 property. SHERIFF shall determine personnel and equipment needed for
21 such supplemental services, and will provide such supplemental services
22 only if SHERIFF is able to do so without reducing the normal and regular
23 ongoing services that SHERIFF otherwise would provide to CITY pursuant
24 to this Agreement. Such supplemental services shall be provided only by
25 regularly appointed full-time peace officers, at rates of pay governed by a
26 Memorandum of Understanding between COUNTY and the bargaining
27 unit(s) representing the peace officers providing the services. Such
28 supplemental services shall include only law enforcement duties and shall

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

2 not include services authorized to be provided by a private patrol operator,
3 as defined in Section 7582.1 of the Business and Professions Code. Law
4 enforcement support functions, including, but not limited to, clerical
5 functions and forensic science services, may be performed by non-peace
6 officer personnel if the services do not involve patrol or keeping the peace
7 and are incidental to the provision of law enforcement services. CITY shall
8 reimburse COUNTY its full, actual costs of providing such supplemental
9 services at an amount computed by SHERIFF, based on the current year's
10 COUNTY law enforcement cost study. The cost of these supplemental
11 services shall be in addition to the Maximum Obligation of CITY set forth in
12 Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately
13 after each such event.

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

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 **E. PATROL VIDEO SYSTEMS:**

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

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of PVS, are included in the costs set forth in
28 Subsection G-2 and the Maximum Obligation of CITY set forth in

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

2 Subsection G-3 of this Agreement unless CITY has already paid such costs.
3 CITY shall not be charged additional amounts for maintenance or
4 replacement/upgrade of said PVS during the period July 1, 2012 through
5 June 30, 2013.

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

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

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

1 **G. PAYMENT:**

- 2 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
3 COUNTY the full costs of performing the services mutually agreed upon in
4 this Agreement. The costs of services include salaries, wages, benefits,
5 mileage, services, supplies, equipment, and divisional, departmental and
6 COUNTY General overhead.
- 7 2. Unless the level of service described in Subsection C-3 is increased or
8 decreased by mutual agreement of the parties, or CITY is required to pay
9 for increases as set forth in Subsection G-5, the full cost of services
10 described in Subsection C-3 of this Agreement, other than Licensing
11 Services, to be provided by the COUNTY for the period July 1, 2012 through
12 June 30, 2013, shall be as follows:

13 **SERVICE**

COST OF SERVICE

14 **Management:**

- 15 • One (1) Lieutenant
16 @ \$279,923/each \$ 279,923

17 **Supervision:**

- 18 • One and ninety-seven hundredths (1.97) Sergeants - Patrol
19 @ \$252,676/each \$ 497,771
- 20 • One (1) Sergeant - Administrative
21 @ \$252,676/each \$ 252,676

22 **Investigation Services:**

- 23 • Two (2) Investigators
24 @ \$254,998/each \$ 509,996

25 **Patrol Services:**

- 26 • Fifteen (15) designated one-deputy Patrol Units
27 @ \$213,498/unit \$ 3,202,470

28 //

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

2 **SERVICE**

COST OF SERVICE

3 **School Resource Services**

- 4 • One (1) designated one-deputy Unit
- 5 @ \$213,498/unit \$ 213,498

6 **Traffic Services:**

- 7 • Three (3) Motorcycle Units
- 8 @ \$218,467/unit \$ 655,401

9 **Parking Control:**

- 10 • Two (2) Community Services Officers
- 11 @ \$106,395/each \$ 212,790

12 **Crime Prevention:**

- 13 • One (1) Crime Prevention Specialist
- 14 @ \$88,696/each \$ 88,696

15 **Regional Support Services:**

- 16 • 10.16% of one half of one (.5) Sergeant - Traffic
- 17 @ \$252,446/each \$ 12,824
- 18 • 10.16% of three (3) Deputy Sheriff IIs - Traffic
- 19 @ \$200,294/each \$ 61,049
- 20 • 10.16% of one (1) Investigative Assistant - Traffic
- 21 @ \$98,594/each \$ 10,017
- 22 • 10.16% of one (1) Office Specialist - Traffic
- 23 @ \$77,310/each \$ 7,854
- 24 • 5.08% of one fourth of one (.25) Sergeant – Auto Theft
- 25 @ \$252,446/each \$ 3,206
- 26 • 5.08% of two (2) Investigators – Auto Theft
- 27 @ \$213,993/each \$ 21,741

28 //

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

2 **SERVICE**

COST OF SERVICE

- 3 • 5.08% of one (1) Investigative Assistant – Auto Theft
4 @ \$97,505/each \$ 4,953
- 5 • 5.08% of one (1) Office Specialist – Auto Theft
6 @ \$81,806/each \$ 4,155
- 7 • 8.58% of three (3) Investigative Assistants – Court
8 @ \$102,095/each \$ 26,279
- 9 • 10.34% of one-half of one (.5) Motorcycle Sergeant
10 @ \$264,186/each \$ 13,658

11 **Other Charges and Credits:** \$ 554,211

12 **Charges:** Annual leave paydowns and apportionment of cost of
13 leave balances paid at end of employment; premium pay for
14 bilingual staff; Contract Administration; data line; direct services
15 and supplies; holiday pay, comp and straight time; Integrated
16 Law & Justice Agency of Orange County; mileage interest for
17 replacement vehicles; mobile data computer (MDC) recurring
18 costs; on-call pay; patrol video systems (PVS) recurring costs;
19 training; transportation costs including vehicle fuel and
20 maintenance.

21 **Credits:** False alarm fees; reimbursement for training and
22 miscellaneous programs; credit for shared Deputy Sheriff II
23 midnight shift coverage to City of Laguna Woods; credit for
24 shared Deputy Sheriff II relief to City of Laguna Woods.

25 **TOTAL COST OF SERVICES** **\$ 6,633,168**

- 26 3. Unless the level of service described in Subsection C-3 is increased or
27 decreased, or CITY is required to pay for increases as set forth in
28 Subsection G-5; the Maximum Obligation of CITY for services, other than

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

2 Licensing Services, described in Subsection C-3 of this Agreement, to be
3 provided by the County for the period July 1, 2012 through June 30, 2013, is
4 \$6,633,168.

5 4. COUNTY shall invoice CITY monthly. During the period July 1, 2012
6 through June 30, 2013, said invoices will require payment by CITY of one-
7 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3
8 of this Agreement, as said Maximum Obligation may have been increased
9 or decreased pursuant to mutual agreement of the parties. In addition, if a
10 determination is made that increases described in Subsection G-5 must be
11 paid, COUNTY thereafter shall include the pro-rata charges for such
12 increases in its monthly invoices to CITY for the balance of the period
13 between July 1, 2012 and June 30, 2013.

14 5-a. At the time this Agreement is executed, there are unresolved issues
15 pertaining to potential increases in salaries and benefits for COUNTY
16 employees. The cost of such potential increases are not included in the
17 Fiscal Year 2012-13 costs set forth in Subsection G-2 nor in the Fiscal Year
18 2012-13 Maximum Obligation of City set forth in Subsection G-3 of this
19 Agreement. If COUNTY incurs or becomes obligated to pay for any such
20 increases for or on account of personnel whose costs are included in the
21 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,
22 in addition to the Maximum Obligation set forth in Subsection G-3 of this
23 Agreement, the full costs of said increases to the extent such increases are
24 attributable to work performed by such personnel after July 1, 2012, and
25 CITY's Maximum Obligation hereunder shall be deemed to have increased
26 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata
27 basis over the portion of the period between July 1, 2012 and June 30, 2013
28 remaining after COUNTY notifies CITY that increases are payable.

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

2 5-b. If CITY is required to pay for cost increases as set forth in Subsection G-5a
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of
4 service to be provided to CITY pursuant to Subsection C-3 of this
5 Agreement to a level that will make the Maximum Obligation of CITY
6 hereunder for the period July 1, 2012 through June 30, 2013 an amount
7 specified by CITY that is equivalent to or higher than the Maximum
8 Obligation set forth in Subsection G-3 for said period at the time this
9 Agreement originally was executed. The purpose of such adjustment of
10 service levels will be to give CITY the option of keeping its Maximum
11 Obligation hereunder at the pre-increase level or at any other higher level
12 specified by CITY. In the event of such reduction in level of service and
13 adjustment of costs, the parties shall execute an amendment to this
14 Agreement so providing. Decisions about how to reduce the level of service
15 provided to CITY shall be made by SHERIFF with the approval of CITY.

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

19 7. COUNTY shall charge CITY late payment penalties in accordance with
20 County Billing Policy.

21 8. As payment for the Licensing Services described in Subsection C-7 of this
22 Agreement, COUNTY shall retain all fees paid by applicants for licenses
23 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
24 said fees by COUNTY shall constitute payment in full to COUNTY for costs
25 incurred by COUNTY in performing the functions related to licensing
26 described in Subsection C-7; provided, however, that if any of said fees are
27 waived or reduced by CITY, CITY shall pay to COUNTY the difference
28 between the amount of fees retained by COUNTY and the fees that were

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

2 set forth in the ordinances listed in Attachment A at the time this
3 Agreement was executed. If CITY increases the fee schedule for the
4 licensing ordinances set forth in Attachment A, either party shall have the
5 right to seek amendment of this Agreement with respect to the division of
6 the increased fees between CITY and COUNTY.

- 7 9. Fees generated or collected by SHERIFF contract personnel for copying of
8 documents related to the services provided in this Agreement will be at
9 COUNTY-established rates and will be credited to CITY on an annual basis.
10 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
11 which is incorporated herein by this reference.

12 **H. NOTICES:**

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

17 **CITY:** ATTN: CITY MANAGER
18 24035 EL TORO ROAD
19 LAGUNA HILLS, CA 92653

20 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
21 SHERIFF-CORONER DEPARTMENT
22 320 NORTH FLOWER STREET, SUITE 108
23 SANTA ANA, CA 92703

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

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1 **I. STATUS OF COUNTY:**

2 COUNTY is, and at all times shall be deemed to be, an independent contractor.
3 Nothing herein contained shall be construed as creating the relationship of
4 employer and employee, or principal and agent, between CITY and COUNTY
5 or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall
6 retain all authority for rendition of services, standards of performance, control of
7 personnel, and other matters incident to the performance of services by
8 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
9 shall not be entitled to any rights or privileges of CITY employees and shall not
10 be considered in any manner to be CITY employees.

11 **J. STATE AUDIT:**

12 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
13 subject to examination and audit by the State Auditor for a period of three (3)
14 years after final payment by CITY to COUNTY under this Agreement. CITY
15 and COUNTY shall retain all records relating to the performance of this
16 Agreement for said three-year period, except that those records pertaining to
17 any audit then in progress, or to any claims or litigation, shall be retained
18 beyond said three-year period, until final resolution of said audit, claim or
19 litigation.

20 **K. ALTERATION OF TERMS:**

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

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1 **L. INDEMNIFICATION:**

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

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

2 liability will be apportioned as determined by the court. Neither party shall
3 request a jury apportionment.

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

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

- 17 1. COUNTY has established a Traffic Violator Apprehension Program ["the
18 Program"], which is operated by SHERIFF, and is designed to reduce
19 vehicle accidents caused by unlicensed drivers and drivers whose licenses
20 are suspended and to educate the public about the requirements of the
21 Vehicle Code and related safety issues with regard to driver licensing,
22 vehicle registration, vehicle operation, and vehicle parking. The Program
23 operates throughout the unincorporated areas of the COUNTY and in the
24 cities that contract with COUNTY for SHERIFF's law enforcement services,
25 without regard to jurisdictional boundaries, because an area-wide approach
26 to reduction of traffic accidents and driver education is most effective in
27 preventing traffic accidents. In order for CITY to participate in the Program,
28 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the

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

2 amount and under the terms and conditions set forth in the resolution that is
3 attached hereto as Attachment D and incorporated into this Agreement by
4 reference [hereinafter referred to as a "TVAP resolution"], and has directed
5 that the revenue from such fee be used for the Program. CITY's
6 participation in the Program may be terminated at any time by rescission or
7 amendment of the TVAP resolution that is attached hereto as Attachment D.
8 In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP
9 resolution and adopts a new TVAP resolution pertaining to the above-
10 referenced fee and the Program, and 2) remains a participant in the
11 Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on
12 behalf of COUNTY, have authority to execute an amendment of this
13 Agreement to substitute CITY's amended or new TVAP resolution for
14 Attachment D hereto, as long as said amendment to this Agreement does
15 not materially change any other provision of this Agreement.

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

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

- 20 • One fourth of one (.25) Sergeant
21 (20 hours per two-week pay period)
- 22 • One (1) Staff Specialist
23 (80 hours per two-week pay period)
- 24 • One (1) Information Processing Specialist
25 (80 hours per two-week pay period)
- 26 • One (1) Administrative Manager I, Extra Help
27 (960 hours per fiscal year)

28 //

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

- 2 • One (1) Investigative Assistant
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, 2012 through June 30, 2013.

- 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.

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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

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.

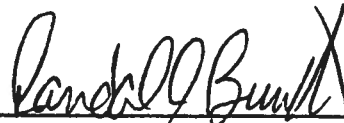
SECTION 9. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in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

CONTRACT CITY		
REQUEST	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: _____		
ORANGE COUNTY SHERIFF-CORONER DEPARTMENT		
APPROVALS		
Recommended For Approval CITY POLICE SERVICES CHIEF		MANAGER – TVA PROGRAM
OCSD BUDGET USE ONLY		

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

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

SUMMARY:

The City Council previously approved a proposal from G2 Construction, Inc., for the installation of debris gates at various catch basin inlets throughout the City as a part of the Measure M2 Environmental Cleanup Program. The City Attorney's office has prepared the appropriate Contractor Services Agreement for this work. It is recommended the City Council approve the Contractor Services Agreement with G2 Construction, Inc., and authorize the City Manager to execute the Agreement.

BACKGROUND:

Measure M2 includes funding for environmental mitigation of pollutants in storm water runoff that are the result of roadway improvements. The Orange County Transportation Authority (OCTA) has approved funding for the installation of debris gates in the City of Laguna Hills as a part of that Measure M2 program. The City Council previously selected the firm of G2 Construction, Inc., for the installation of a uniquely designed debris gate system, consistent with the needs of the City of Laguna Hills, for installation in a variety of locations. The City Attorney's office has prepared the appropriate Contract Services Agreement for this work.

Attached for City Council review and approval is the proposed Contractor Services Agreement with G2 Construction, Inc. It is noted the debris gate installation program is anticipated to be authorized by OCTA for each year of a seven-year program and G2 Construction, Inc., would continue to be the installing contractor over that period.

FISCAL IMPACT:

The Measure M2 Environmental Cleanup Program will fund annual allocations for debris gates in the approximate annual grant value up to \$75,000. A City match of up to \$25,000 is provided through in-kind labor services over a ten-year period. Each application to OCTA for this funding will be presented to City Council for approval.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CONTRACTOR SERVICES AGREEMENT FOR CATCH BASIN DEBRIS GATE MANUFACTURING AND INSTALLATION SERVICES WITH G2 CONSTRUCTION, INC., AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

ATTACHMENTS:

- Agreement

CONTRACTOR SERVICES AGREEMENT
Catch Basin Debris Gate Manufacturing and Installation Services
G2 Construction, Inc.

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into this 22nd day of May, 2012, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California ("City"), and G2 CONSTRUCTION, INC., a California Corporation ("Contractor").

RECITALS

A. The City has received funds as part of the Orange County Transportation Authority's (OCTA) Measure M2 Environmental Cleanup Allocation Program with which the City intends to fund the installation of catch basin debris gates on sixty-nine catch basin locations in the City during the Initial Contract Term.

B. As part of the OCTA Program the City was awarded \$61,950 for fiscal year 2011-2012.

C. City requires the services of a contractor for the manufacture and installation of catch basin debris gates at multiple locations throughout the City (the "Project").

D. The Agreement is anticipated to begin in fiscal year 2011-2012 and cover seven (7) separate funding cycles through 2018. Work, if any, in each funding cycle shall be contingent upon the City's receipt of further funding from OCTA.

E. Contractor has submitted to City a proposal, attached as Exhibit "A," to provide catch basin debris gate manufacture and installation services to City in connection with the Project pursuant to the terms of this Agreement.

C. Contractor, formally known as U.S. Enviro-Net Services, Inc., was the original manufacturer and installer of the existing catch basin debris gates in the City and has the unique capability of manufacturing and installing an exact match of the existing City catch basin debris gates at the above described locations.

D. Based on its experience, education, training, and reputation, as well as the fact that Contractor previously manufactured and installed the existing catch basin debris gates in the City, Contractor is uniquely qualified to provide the necessary services to City for the Project and desires to provide such services.

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

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

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall manufacture and install catch basin debris gates at multiple locations throughout the City based upon the approval of funding from OCTA's Measure M2 Environmental Cleanup Program Tier 1 Grant Program and as described and as set forth in the written proposal/quote to manufacture and install catch basin debris gates, attached to this Agreement as Exhibit "A" and incorporated herein by reference, which includes the agreed upon Scope of Work (the "services" or "work"), production schedule, and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Work (Exhibit "A") and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

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

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

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

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon production schedule. All work within the Contract Term, as defined in Section 4.4, shall be completed no later than June 30th of the Contract Term. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed \$61,950.00 for services performed in the Initial Contract Term. Contractor hereby acknowledges that compensation for services performed in any of the Subsequent Contract Terms shall not exceed \$100,000 per year and shall be expressly contingent upon the City's receipt of further Project funding from OCTA

and the issuance of a written task order by the City that shall memorialize the scope of services to be performed and the amount of compensation to be paid. Further, that the execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Contractor in any of the Subsequent Contract Terms. Moreover, execution of this Agreement by the City shall not entitle Contractor to any form of payment or compensation from the City in any of the Subsequent Contract Terms without the City first having issued a task order.

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

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

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

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

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each Contract Term covered by the Agreement. If such appropriations are not made, Contractor shall not be entitled to any payment or compensation for that term.

4. PERFORMANCE SCHEDULE

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

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

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

Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for seven (7) years commencing on July 1, 2011, and ending on June 30, 2018 (the "Contract Term"). This timeframe shall be separated into the "Initial Contract Term," which shall run from July 1, 2011 through June 30, 2012, and six (6) "Subsequent Contract Terms" which shall thereafter run from July 1st through June 30th of each fiscal year thereafter.

5. COORDINATION OF WORK

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

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

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

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

6. INSURANCE AND INDEMNIFICATION

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

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

A. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

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

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

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

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

6.1.3 Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time.

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

6.1.5 Severability of Interests (Separation of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

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

7. RECORDS AND REPORTS

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

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

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

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

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

7.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the work and services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

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

To City:

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

To Contractor:

John R. Alvarado, President
G2 Construction, Inc.
13331 Garden Grove Blvd., Suite H
Garden Grove, CA 92843

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

“CITY”
City of Laguna Hills

Date: _____

By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Peggy J. Johns,
City Clerk

“CONTRACTOR”
G2 Construction, Inc.

Date: _____

By : _____
John R. Alvarado
President

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/QUOTE and SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Production Schedule

G2 Construction, Inc.
State contractors license #801253 - A, C8, C60
13331 Garden Grove Blvd. unit H
Garden Grove, CA 92843

C.B. DEBRIS GATE PROPOSAL

Customer: **City of Laguna Hills**
24035 El Toro Rd.
Laguna Hills, CA 92653
Phone: 949 - 707-2657
Fax: 949-707-2633
Contact: Humza Javed
Project Location: **Various locations within Laguna Hills.**

Prepared: 4/11/2011

By: John Alvarado
Phone: 714.448.8080

jalvarado@g2construction.com

Lake Forest catch basin locations Northside

		Size	# Gates	Unit price	Price
1).	W/O I-5 off Ramp N/S	8'	2	\$ 300.00	\$ 600.00
2).	At Research Dr. N/S	17'	4	\$ 300.00	\$ 1,200.00
3).	W/O Research Dr. N/S	8'	2	\$ 300.00	\$ 600.00
4).	East of Moulton @ center median	4'	1	\$ 375.00	\$ 375.00
5).	West of Moulton @ center median	4'	1	\$ 375.00	\$ 375.00
6).	At Triton Wy. N/S	10'	3	\$ 300.00	\$ 900.00
7).	E/O Scientific Wy. N/S	10'	2	\$ 300.00	\$ 600.00
8).	W/O Scientific Wy. N/S	10'	3	\$ 300.00	\$ 900.00
9).	W/O Scientific Wy. N/S	10'	3	\$ 300.00	\$ 900.00
10).	At Tesla Wy. N/S	10'	3	\$ 300.00	\$ 900.00

Lake Forest catch basin locations Southside

1).	200' E/O Santa Vittoria	7'	2	\$ 300.00	\$ 600.00
2).	650' E/O Santa Vittoria	7'	2	\$ 300.00	\$ 600.00
3).	1100' E/O Santa Vittoria	10'	2	\$ 300.00	\$ 600.00
4).	40' E/O Mill Creek	7'	2	\$ 300.00	\$ 600.00
5).	300' E/O Mill Creek	7'	2	\$ 300.00	\$ 600.00
6).	40' E/O Triton Wy.	7'	2	\$ 300.00	\$ 600.00
7).	600' E/O Moulton Prkwy.	4'	1	\$ 375.00	\$ 375.00

Total Project Price..... \$ 11,325.00

Authorized Signature: _____ Date: _____

Sign and email to jalvarado@g2construction.com

G2 Construction, Inc.
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Garden Grove, CA 92843

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Prepared: 4/11/2011

By: John Alvarado
Phone: 714.448.8080

jalvarado@g2construction.com

Mill Creek South Bound

		Size	# Gates	Unit price	Price
1).	900' S/O Lake Forest E/S	14'	4	\$ 300.00	\$ 1,200.00

Mill Creek North Bound

1).	300' N/O Ridge Route W/S	10'	2	\$ 300.00	\$ 600.00
2).	300' N/O Ridge Route E/S	10'	2	\$ 300.00	\$ 600.00

Total Project Price..... \$ 2,400.00

Authorized Signature: _____ Date: _____

Sign and email to jalvarado@g2construction.com

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Project Location: Various locations within Laguna Hills.

Prepared: 4/11/2011
By: John Alvarado
Phone: 714.448.8080
jalvarado@g2construction.com

Avenida Carlota South Bound

		Size	# Gates	Unit price	Price
1).	300' S/O Lake Forest Dr.	4'	1	\$ 375.00	\$ 375.00
2).	315' S/O Lake Forest Dr.	14'	3	\$ 300.00	\$ 900.00

Avenida Carlota North Bound

1).	50' N/O I - 5 off ramp	4'	1	\$ 375.00	\$ 375.00
2).	50' N/O Plaza Pointe	14'	3	\$ 300.00	\$ 900.00
3).	100' N/O Plaza Pointe	4'	1	\$ 375.00	\$ 375.00

Total Project Price..... \$ 2,925.00

Authorized Signature: _____ Date: _____

Sign and email to jalvarado@g2construction.com

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Garden Grove, CA 92843

C.B. DEBRIS GATE PROPOSAL

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Laguna Hills, CA 92653
Phone: 949 - 707-2657
Fax: 949-707-2633
Contact: Humza Javed
Project Location: Various locations within Laguna Hills.

Prepared: 4/11/2011

By: John Alvarado
Phone: 714.448.8080
jalvarado@g2construction.com

Plaza Pointe	Size	# Gates	Unit price	Price
1). S/O Ave Carlota W/S	10'	2	\$ 300.00	\$ 600.00
2). S/O Ave. Carlota E/S	10'	2	\$ 300.00	\$ 600.00

Peralta N/O Ridge route

1). Peralta N/O Ridge Route E/S	4'	1	\$ 375.00	\$ 375.00
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Del lago at La Cadena

1). Del lago S/O la Cadena W/S	7'	2	\$ 300.00	\$ 600.00
2). Del lago S/O La Cadena E/S	7'	2	\$ 300.00	\$ 600.00

Del lago N/O la Cadena

1). Del lago N/O la Cadena E/S	10'	2	\$ 300.00	\$ 600.00
2). Del Lago N/O La cadena W/S	4'	1	\$ 375.00	\$ 375.00

Del lago South of lake Forest

1). Del lago south of Lake Forest E/S	4'	1	\$ 375.00	\$ 375.00
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la Cadena E/O Del lago

1). la Cadena E/O Del lago S/S	22'	6	\$ 300.00	\$ 1,800.00
2). la Cadena E/O Del lago N/S	22'	6	\$ 300.00	\$ 1,800.00

Terra

1). Terra Dr.	4'	1	\$ 375.00	\$ 375.00
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Verdugo At La Cadena

1). Verdugo W/S	10'	2	\$ 300.00	\$ 600.00
2). Verdugo E/S	10'	2	\$ 300.00	\$ 600.00

Proposal Amount..... \$ 9,300.00

Authorized Signature: _____ Date: _____

Sign and email to jalvarado@g2construction.com

G2 Construction, Inc.

State contractors license #801253 - A, C8, C60
13331 Garden Grove Blvd. unit H
Garden Grove, CA 92843

C.B. DEBRIS GATE PROPOSAL

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24035 El Toro Rd.
Laguna Hills, Ca 92653
Phone: **949 - 707-2657**
Fax **949-707-2633**
Contact: **Humza Javed**
Project Location: **Various locations within Laguna Hills.**

Prepared: **4/11/2011**

By: **John Alvarado**
Phone: **714.448.8080**

jalvarado@g2construction.com

Barbera

		Size	# Gates	Unit price	Price
1).	Barbera E/O S. Vittoria S/S	14'	4	\$ 300.00	\$ 1,200.00
2).	Barbera E/O S. Vittoria N/S	14'	4	\$ 300.00	\$ 1,200.00
3).	Marsela	4'	1	\$ 375.00	\$ 375.00
4).	Lipari	4'	1	\$ 375.00	\$ 375.00
5).	Adamo	4'	1	\$ 375.00	\$ 375.00
6).	Formolla	4'	1	\$ 375.00	\$ 375.00
7).	Genova	7'	2	\$ 300.00	\$ 600.00
8).	Ancona N/S	10'	2	\$ 300.00	\$ 600.00
9).	Ancona S/S	14'	4	\$ 300.00	\$ 1,200.00
10).	Genova	10'	2	\$ 300.00	\$ 600.00

Total Project Price..... \$ 6,900.00

Authorized Signature: _____

Date: _____

Sign and email to jalvarado@g2construction.com

G2 Construction, Inc.
State contractors license #801253 - A, C8, C80
13331 Garden Grove Blvd. unit H
Garden Grove, CA 92843

C.B. DEBRIS GATE PROPOSAL

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Laguna Hills, CA 92653
Phone: **949-707-2657**
Fax: **949-707-2633**
Contact: **Humza Javed**
Project Location: **Various locations within Laguna Hills.**

Prepared: **4/11/2011**
By: **John Alvarado**
Phone: **714.448.8080**
jalvarado@g2construction.com

Santa Vittoria

		Size	# Gates	Unit price	Price
1).	165' S/O Barbera E/S	14'	4	\$ 300.00	\$ 1,200.00
2).	165' S/O Barbera W/S	7'	2	\$ 300.00	\$ 600.00
3).	50' S/O Ridge Route E/S	21'	5	\$ 300.00	\$ 1,500.00
4).	100' S/O Ridge Route E/S	14'	4	\$ 300.00	\$ 1,200.00
5).	20' S/O Ridge Route W/S	20'	8	\$ 300.00	\$ 1,800.00
6).	80' S/O Ridge Route W/S	21'	8	\$ 300.00	\$ 2,400.00
7).	120' S/O Ridge Route W/S	29'	6	\$ 300.00	\$ 1,800.00
8).	20' N/O Ridge Route E/S	20'	6	\$ 300.00	\$ 1,800.00
9).	80' N/O ridge Route E/S	14'	4	\$ 300.00	\$ 1,200.00
10).	30' N/O Ridge Route W/S	28'	8	\$ 300.00	\$ 2,400.00
11).	80' N/O Ridge Route W/S	28'	8	\$ 300.00	\$ 2,400.00
12).	Camino Jalisco E/S	21'	5	\$ 300.00	\$ 1,500.00
13).	80' N/O Camino Jalisco E/S	28'	6	\$ 300.00	\$ 1,800.00
14).	20' N/O camino Jalisco W/S	21'	5	\$ 300.00	\$ 1,500.00
15).	80' N/O Camino jalisco W/S	28'	6	\$ 300.00	\$ 1,800.00
16).	20' N/O Bassano East E/S	6'	2	\$ 300.00	\$ 600.00
17).	20' N/O Bassano West W/S	6'	2	\$ 300.00	\$ 600.00
18).	20' S/O Lake Forest Dr. E/S	14'	4	\$ 300.00	\$ 1,200.00
19).	100' S/O lake Forest Dr. E/S	7'	2	\$ 300.00	\$ 600.00
20).	40' S/O lake Forest Dr. W/S	7'	2	\$ 300.00	\$ 600.00
21).	100' S/O lake Forest Dr. W/S	7'	2	\$ 300.00	\$ 600.00

Total Project Price..... \$ 29,100.00

GRAND TOTAL \$61,950.00

Authorized Signature: _____ Date: _____

Sign and email to jalvarado@g2construction.com

ALL WORK TO BE COMPLETED WITHIN 180 DAYS OF AUTHORIZATION TO PROCEED.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

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

SUMMARY:

The widening of Avenida de la Carlota, CIP No. 164, required the acquisition of right-of-way and caused the reconstruction and realignment of the Chevron Gasoline Station (operated by G & M Oil Company) at 23991 El Toro Road, Laguna Hills. The Agreement for Acquisition of Interests in Real Property for this right-of-way acquisition was approved on March 8, 2011, and included a provision for future City Council consideration of a Reimbursement Waiver of City-related construction fees imposed upon the gasoline station reconstruction as a part of the overall purchase price/compensation to be paid as a cost to cure the damages associated with the right-of-way acquisition and resultant road widening project. The gasoline station reconstruction by G & M Oil Company has reached a point at which the City-related construction fees can now be determined. It is recommended that the City Council adopt a Resolution authorizing the requested Reimbursement Waiver, pursuant to Section 3(A) of the Agreement for Acquisition of Interest in Real Property.

BACKGROUND:

The Agreement for Acquisition of Interests in Real Property (Agreement), which was necessary to allow for the widening of Avenida de la Carlota, between Paseo de Valencia and El Toro Road, CIP No. 164, to proceed to construction (Road Project), was approved on March 8, 2011, by and between the City, the Grantor, 23991 El Toro Inc., and the Tenant, George A. Pearson, dba G & M Oil Company, et al. The Road Project necessarily caused the Chevron Gasoline Station located at 23991 El Toro Road, Laguna Hills, known as APN 616-031-18 and operated by G & M Oil Company, to be reconstructed and realigned into a new configuration (Gas Station Reconstruction Project). A provision of the Agreement provides for future City Council consideration to reimburse City-related construction fees imposed upon the Gas Station Reconstruction Project to the Tenant, G & M Oil Company, as a part of the total cost to cure the damages associated with the City's right-of-way acquisition and Road Project.

As the City Council will recall, the City's fair market appraised value associated with the Agreement exceeded the maximum funding available for the acquisition and related cost to cure and severance damages of the private property interests. Therefore, it was expressly contemplated that the purchase price/compensation to be paid under the

Agreement was to be augmented by Paragraph 3(A) of the Agreement, which reads as follows:

“3. Special Provisions

A. Construction Fees

The Parties agree that the gas station on the Property shall be reconfigured so as to accommodate the loss of additional surface areas as a result of the acquisition of the Acquired Property for the Project (the “Gas Station Reconstruction Project”). Tenant agrees to pay all typical City-imposed construction fees, traffic impact fees and processing fees associated with the approval of and permitting of the Gas Station Reconstruction Project. As express inducement for entering into this Agreement, Laguna Hills agrees to recommend to the Planning Agency and City Council the approval of a reimbursement waiver for City-related fees described above that are incurred for the Gas Station Reconstruction Project in addition to the Purchase Price identified in Section 2A above.”

Staff has identified the City-related fees imposed on the Gas Station Reconstruction Project to be a maximum value of \$17,237.80, as shown on the attached spreadsheet. While it is noted the Gas Station Reconstruction Project paid more fees to the City than this value, the other fees paid were “pass-through” fees collected by the City and sent to other agencies as required. The pass-through fees are not eligible for the Reimbursement Waiver contemplated in Agreement Section 3(A). The Gas Station Reconstruction Project is nearing completion and it is recommended City Council make the necessary findings detailed in the attached Resolution to approve a Reimbursement Waiver of the City-related construction fees imposed upon the Gas Station Reconstruction Project to the Tenant.

FISCAL IMPACT:

The funding for the Reimbursement Waiver will be provided through FCPP funding of the Avenida de la Carlota Road Project, CIP No. 164, as a part of the overall right-of-way acquisition costs.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING A REIMBURSEMENT WAIVER ASSOCIATED WITH THE WIDENING OF AVENIDA DE LA CARLOTA, CIP NO. 164, AND THE AGREEMENT FOR ACQUISITION OF INTERESTS IN REAL PROPERTY (G & M OIL COMPANY).”

Agenda Report
Reimbursement Waiver, CIP No. 164
Page 3

ATTACHMENTS:

- Resolution
- City-Related Fees Spreadsheet

RESOLUTION NO. 2012-05-22-

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

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

WHEREAS, the Avenida de la Carlota Widening Project, CIP No. 164, (hereinafter "Road Project") is a public improvement project undertaken by the City of Laguna Hills to expand the number of lanes, reduce traffic congestion, and improve traffic circulation and safety along the roadway between Paseo de Valencia and El Toro Road; and

WHEREAS, the Road Project necessarily required the acquisition of road right-of-way from 23991 El Toro Inc., the site of an operating gasoline station with a local address of 23991 El Toro Road, Laguna Hills, and known as Assessor Parcel Number (APN) 616-031-18; and

WHEREAS, the acquisition of road right-of-way was accomplished by the Agreement for Acquisition of Interests in Real Property (hereinafter "Agreement"), approved on March 8, 2011, by and between the City, the Grantor, 23991 El Toro Inc., and the Tenant, George A. Pearson, dba G & M Oil Company, et al., and included an acknowledgement that the gasoline station would be required to be reconstructed and reconfigured (hereinafter "Gas Station Reconstruction Project") as a direct result of the City's right-of-way acquisition and the Road Project; and

WHEREAS, pursuant to Section 2(A)(1) of the Agreement, the City agreed to pay fair market appraised value for the acquisition of road right-of-way including cost to cure and severance damages for the Gas Station Reconstruction Project up to a maximum value, and Grantor and Tenant agreed to accept that maximum value subject to future City Council consideration of the reimbursement of City-related construction fees imposed upon the Gas Station Reconstruction Project; and

WHEREAS, Paragraph 3(A) of the Agreement provided for future City Council consideration of a Reimbursement Waiver of City-related fees imposed upon the Gas Station Reconstruction Project, as specified; and

WHEREAS, the Road Project has been substantially completed, including the widening of the roadway along the Avenida de la Carlota frontage of the Gas Station Reconstruction Project; and

WHEREAS, the Gas Station Reconstruction Project has reached a stage of work that has allowed the determination of the City-related fees contemplated in the Reimbursement Waiver which are a maximum of \$17,237.80.

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

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

SECTION 2. The Avenida de la Carlota Widening Improvement Project, CIP No. 164, is a substantial public benefit that serves to improve traffic flow and traffic safety in the community.

SECTION 3. A Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Road Project were approved by the City Council of the City of Laguna Hills on March 8, 2011.

SECTION 4. The Agreement for Acquisition of Interests in Real Property, approved on March 8, 2011, by and between the City, the Grantor, 23991 El Toro Inc., and the Tenant, George A. Pearson, dba G & M Oil Company, et al., was necessary to implement the Avenida de la Carlota Widening Improvement Project, CIP No. 164, and provided for future City Council consideration of a Reimbursement Waiver of City-related construction fees imposed upon the Gas Station Reconstruction Project resultant from the right-of-way acquisition and the Road Project.

SECTION 5. A Reimbursement Waiver of City-related construction fees imposed upon the Gas Station Reconstruction Project is a portion of the total cost to cure the damages to the Tenant resultant from the right-of-way acquisition and the Road Project.

SECTION 6. A Reimbursement Waiver of City-related construction fees imposed upon the Gas Station Reconstruction Project in the amount of \$17,237.80 is hereby approved.

SECTION 7. Payment of City-related construction fees shall be made to the Tenant, G & M Oil Company, in the maximum amount of \$17,237.80 for the Gas Station Reconstruction Project in accordance with Section 3(A) of the Agreement.

PASSED, APPROVED, AND ADOPTED this 22nd day of May 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2012-05-22-__ adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 22nd day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

Gas Station Reconstruction Project City-Related Fees

May 22, 2012

Invoice #	Purpose	Total Fees Paid	Less Other		Net City Fee
			Agency's Fees		
INV-2-11-19509	Planning Entitlement	\$ 4,417.20	\$ 4,352.00	\$	65.20
INV-2-11-19605	Planning Entitlement	\$ 3,975.00	\$ -	\$	3,975.00
DE-7-11-20408	Demolition Permit	\$ 5,362.50	\$ 5,000.00	\$	362.50
COM-11-11-20947	Building Plan Check	\$ 1,625.70	\$ -	\$	1,625.70
COM-12-11-21200	Building Permit	\$ 3,167.01	\$ 1,414.71	\$	1,752.30
COM-3-12-21653	Building add't'l Plan Check	\$ 59.50	\$ -	\$	59.50
ME-1-12-21303	Mechanical Permit	\$ 436.90	\$ 1.00	\$	435.90
EL-1-12-21302	Electrical Permit	\$ 1,210.90	\$ 1.00	\$	1,209.90
PL-1-12-21304	Plumbing Permit	\$ 549.90	\$ 1.00	\$	548.90
SN-2-12-21483	Monument Sign Plan Check	\$ 61.20	\$ -	\$	61.20
SN-4-12-21786	Monument Sign Permit	\$ 357.95	\$ 1.95	\$	356.00
EL-4-12-21787	Electrical Permit - Signs	\$ 88.50	\$ 1.00	\$	87.50
SN-4-12-21811	Wall Signs Plan Check	\$ 404.36	\$ 2.16	\$	402.20
EL-4-12-21812	Wall Signs Electrical Permit	\$ 42.00	\$ 1.00	\$	41.00
INV-7-11-20411	Grading Plan Check/Permit	\$ 4,000.00	\$ -	\$	4,000.00
INV-4-12-21758	Encroachment Permit - Dwy	\$ 221.00	\$ -	\$	221.00
ENC-5-12-2250	Encroachment Permit - Elect	\$ 2,034.00	\$ -	\$	2,034.00
			Total	\$	17,237.80

Notes:

- 1 INV-2-11-19509 Includes a \$4000 refunded deposit & \$352.00 OCFA fee
- 2 DE-7-11-20408 includes a \$5,000 refundable deposit
- 3 COM-12-11-21200 includes \$1216.60 refundable deposit and \$198.11 in State fees
- 4 ME-1-12-21303 includes a \$1 State fee
- 5 EL-1-12-21302 includes a \$1 State fee
- 6 PL-1-12-21304 includes a \$1 State fee
- 7 SN-4-12-21786 includes \$1.95 in State fees
- 8 EL-4-12-21787 includes a \$1 State fee
- 9 SN-4-12-21811 includes \$2.16 in State fees
- 10 EL-4-12-21812 includes a \$1 State fee
- 11 INV-2-11-20411 Work in progress with expected cost NTE deposit
- 12 ENC-5-12-2250 Work in progress with expected cost NTE deposit

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

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

SUMMARY:

In accordance with City Council authorization, four bids for the subject project were received and publicly announced on May 17, 2012. The apparent low bidder, CSA Holdings Inc., dba Sports Field Installation/Sports Field Services, meets the contract requirements, is currently licensed, and provides satisfactory references. Award of the contract for the low bid is recommended.

BACKGROUND:

On May 17, 2012, the City received and publicly announced four bids for the Turf Renovation at Laguna Hills Community Center and Sports Complex, CIP No. 238a. The Engineer's Estimate for the project was \$75,000. The following bids were received:

<u>COMPANY</u>	<u>BID</u>
CSA Holdings Inc., dba Sports Field Installation/Sports Field Services	\$74,200.00
STL Landscape, Inc.	\$80,000.00
America West Landscape, Inc.	\$85,500.00
Aztec Landscaping, Inc.	\$107,695.00

The lowest responsive and responsible bidder, CSA Holdings Inc., dba Sports Field Installation/Sports Field Services, meets the contract requirements, is currently licensed, and provides satisfactory references. This project will begin on July 6, 2012, and will be complete prior to the beginning of the fall AYSO Soccer Game Schedule.

FISCAL IMPACT:

The low bid plus the cost of materials are within the FY 2012-13 Capital Improvement Program Budget for this project.

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

4.5 2012 FOURTH OF JULY CELEBRATION

THE CITY COUNCIL RECEIVED AND FILED THE REPORT.

4.6 PROGRESS PAYMENT NO. 5 FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 5, IN THE NET AMOUNT OF \$233,510.97, TO HILLCREST CONTRACTING, INC., FOR THE AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164.

4.7 CONTRACTS WITH COUNTY OF ORANGE AND AGE WELL SENIOR SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2012/2013

THE CITY COUNCIL APPROVED INDIVIDUAL CONTRACTS WITH THE COUNTY OF ORANGE AND AGE WELL SENIOR SERVICES FOR UTILIZATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2012/2013, AND AUTHORIZED THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACTS.

4.8 LEASE AGREEMENT WITH THE LAW OFFICES OF FAY BLIX FOR 24031 EL TORO ROAD, SUITE 301, LAGUNA HILLS, CALIFORNIA

THE CITY COUNCIL AUTHORIZED THE CITY MANAGER TO EXECUTE LEASE DOCUMENTS WITH THE LAW OFFICES OF FAY BLIX FOR 24031 EL TORO ROAD, SUITE 301, LAGUNA HILLS, CALIFORNIA.

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:20 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES**5.3.1 REGULAR MEETING, APRIL 24, 2012**

MOTION TO APPROVE THE MINUTES OF THE APRIL 24, 2012, REGULAR MEETING, BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER SONGSTAD.

APPROVED BY A VOTE OF 5-0.**5.4 PLANNING AGENCY PUBLIC HEARINGS**

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:21 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

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

Mayor Carruth opened the Public Hearing.

Lee Heman, Laguna Hills Realtor, indicated he had concerns regarding how to notify prospective buyers when modifications had been made to properties.

Mayor Carruth closed the Public Hearing.

THE CITY COUNCIL INTRODUCED AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 9-93, ENTITLED 'REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES,' TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATIONS IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS," BY M/COUNCIL MEMBER SONGSTAD, S/COUNCIL MEMBER KOGERMAN.

APPROVED BY A VOTE OF 5-0.

7. ADMINISTRATIVE REPORTS**7.1 City Manager**

The City Manger made no reports.

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY DEVELOPMENT

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

SUMMARY:

Fritz Duda Company, the property owner of the Oakbrook Village Shopping Center, has submitted plans for redevelopment of its property located southeast of the Laguna Hills Mall. Staff is presenting an overview of the project for Council review and comment at this time. The project is tentatively scheduled for formal review by the City Council in July.



At present the property is improved with approximately 185,000 square feet of retail building space. The project is proposed to be carried out in two phases described as follows:

- Phase I would result in 264 residential units. Existing commercial building area would be reduced leaving 132,100 square feet; and

- Phase II development could result in 200 additional residential units and reconfiguration of retail space resulting in 125,100 square feet of commercial building area.

At the end of the project, the site could contain 464 dwelling units and at least 125,100 square feet of commercial building area. Staff notes the intensity of development may vary pending the outcome of a fiscal impact study which will analyze financial trade-offs to the City in allowing additional residential development in the project by reducing commercial building square footage.

The property is zoned Village Commercial (VC) and is located within the Urban Village Specific Plan (UVSP) area. As such, the proposed project needs to adhere to the development policies and standards of the Specific Plan.

BACKGROUND:

Urban Village Specific Plan

After more than three years of study and an extensive public participation process, the City's Urban Village Specific Plan (UVSP) was adopted in November 2002. The UVSP regulates development within the Village Commercial area of Laguna Hills. This area consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east. The intent of the UVSP is to better define and establish development policies and standards that encourage and facilitate the creation of a village-like "downtown core" within the UVSP Area, and to shape the future of the district as a vibrant regional and community destination that contributes to the quality of life for residents of Laguna Hills and the region. The Specific Plan is also a proactive effort on the part of the City to maintain and enhance the long-term economic vitality of the area as it relates to the image and fiscal health of the community.

The purpose of the UVSP is to establish development policies and standards that address these issues, fostering a "sense of place" that makes the area a shopping, business, medical, and recreational destination for residents of Laguna Hills and south Orange County. The main goals are to:

- Encourage and facilitate new uses in the area;
- Create new pathways and add landscaping to existing sidewalks to create a pedestrian-friendly environment;
- Create an identity for the area through the use of entry features, area wayfinding signs, consistent landscaping and street furniture;
- Facilitate the private investments in the development of desirable and planned activity nodes;
- Take full commercial and market advantage of the Urban Village's central location in the Saddleback Valley; and
- Provide the framework for a public/private partnership to implement the goals of the Specific Plan.

The UVSP promotes a variety of commercial, civic, recreational, and high density residential uses that work in concert to create an urban village and provide pedestrian areas that conveniently link the mix of uses. The overarching theme of the plan is to better integrate the variety of activity nodes that already exist in the UVSP and transform the Urban Village into an area “where residents, employees, and visitors to Laguna Hills can meet, socialize, shop, and conduct business.” The proposed Oakbrook Village mixed-use project provides additional residential units in the area, which will help support retail, service, and entertainment uses in the area – those that exist today as well as those being planned in the future. The project also presents the opportunity for the City engage in a public-private partnership to obtain a substantial number of improvements contemplated as part of the UVSP which would not otherwise be built. Although almost all of the improvements anticipated with the project are private, the absence of the improvements would significantly hinder implementation of the Urban Village plan.

Laguna Hills General Plan

The City’s Updated General Plan, which was adopted in 2009, identified the UVSP area as a “future study area” and states that that the opportunities in the area include intensification and redevelopment of existing uses already allowed under the UVSP. Through the General Plan Update, an additional 117,000 square feet of retail uses were added to the development envelope established in the UVSP. The table below depicts the opportunities allowed under the UVSP with the additional retail space allowed under the General Plan. The figures in the table are also found in the Land Use & Development Standards section of the UVSP (Section V).

Urban Village Specific Plan Area Development Potential

Development Potential	Total
Retail (SF)	300,000
Residential Dwelling Units	200
Hotel Rooms	250
General Office (SF) (no medical office)	380,000
Medical Office (SF) (no general office)	138,000

Flexibility as to the intensity and density of uses ultimately developed in the UVSP is a key land use policy in the plan. This flexibility allows the Fritz Duda Company to exceed the 200 dwelling unit count indicated in the table above. The UVSP allows permitted uses to be developed (i.e. retail, office, hotel, or residential) according to their impact on traffic generation. In other words, the intensity or density of uses could be modified so long as overall development did not exceed a defined peak hour traffic volume. In

recognition of this policy the Housing Element, which was part of the 2009 General Plan Update, included a description of potential housing development of at least 400 dwelling units for Oakbrook Village.

The City has been working for years to help facilitate the implementation of the UVSP. In providing public improvements in the Urban Village area, the City has made a visible economic commitment to realizing the goal of the plan. The City's purchase and construction of the Civic Center at the intersection of El Toro Road and Regional Center Drive was the first step toward realizing the goals of the Specific Plan. Public improvements, such as the Civic Center, the widening of El Toro Road and Avenida de la Carlota to provide additional traffic lanes and traffic capacity, the installation of urban village entry features with themed landscape and hardscape improvements, the installation of pedestrian-oriented features at key locations, and the installation of way finding signs throughout the area, have all added value to the Urban Village. These improvements have laid the foundation for future private sector investment which the City is seeing come to fruition, in part, with this project.

The UVSP envisions that private development projects will fulfill the implementation of the principles of the UVSP by including the installation of new monuments, landscaping, and plazas. The Oakbrook Village redevelopment project introduces a mix of uses, public plazas, pedestrian paseos, and landscaping which are all consistent with the UVSP.

ADDITIONAL PROJECT INFORMATION:

Redevelopment of Oakbrook Village is proposed to occur in two phases. The development in Phase I consists of demolishing approximately 85,000 square feet of retail space on the south side of the existing shopping center to provide for three new, four-story, mixed use buildings and associated parking. The buildings would contain a total of 264 residential units and have approximately 8,875 square feet of retail on the ground floor. Residential amenities will include a fitness center, clubhouse, pool, and various courtyards and plazas. Additionally, two new pads will be constructed for a 7,600 square-foot restaurant along Avenida de la Carlota and a 7,050 square-foot retail/bank pad along the north property line between the existing Calico Corners and Lone Star restaurant (see attached Preliminary Site Plan- Redevelopment Phase I). All existing retail buildings that are to remain at the site will receive an exterior remodel to match the Santa Barbara inspired architecture of the new mixed use buildings (see attached Concept Elevations – Building H and Concept Elevations - Buildings A, Marshalls and Q).

The mixed-use buildings are mainly plaster with Spanish tile roofs and wrought iron railings, and will have two major tower elements: 1) a new clock tower located on the northeast corner of Building 1, which would become an icon tower for the project visible from Interstate 5 and Avenida de la Carlota; and 2) a tower located on Building 3, which

provides for a visual terminus visible from the vehicular drives or pedestrian paths into the shopping center from the western Laguna Hills Mall entrance. The tower on Building 3 has a dome element similar to the Civic Center building. The sloped roofs hide the mechanical equipment of the mixed-use buildings. (See attached Preliminary Elevations for Buildings 1, 2, and 3). A number of details are also incorporated into the building elevations for both the new residential buildings and remaining commercial buildings to add visual interest and quality to the project.

The proposed project includes the development of several features that are called out in the UVSP, such as pedestrian paseos, a village green, and public plazas. A village green is proposed to be located along the pedestrian paseo, in between Building 2 and Building 3. The village green is 100 feet wide and includes a large fountain, large lawn and a covered seating area. The pedestrian paseo connects the three new mixed-use buildings to the Village Green and to the Marshalls/Roadrunner building. A new connection, the "Hillside Paseo", will be constructed to better connect the Laguna Hills Mall property to the pedestrian paseo that will run through Oakbrook Village. The Hillside Paseo will be a combination of stairs and ADA accessible ramps and will include enhanced landscaping. Along the north property line, adjacent to the Laguna Hills Mall, a new five (5)-foot wide pedestrian path is proposed that would connect the proposed termination of the Mall's Main Street on the northwest corner of the property to the Hillside Paseo and out to Avenida de la Carlota. This allows pedestrian movement to and from Oakbrook Village to the Mall's future Main Street area and hopefully to a future pedestrian connection to the Transportation Center and Saddleback Memorial Medical Center (see attached Preliminary Site Plan-Redevelopment Phase I).

Phase II potentially consists of redeveloping the Marshalls/Roadrunner building as well as the former Maytag/Calico Corner building with up to 57,250 square feet of retail space and up to 200 residential units. This would provide for a total of 464 residential units and 125,000 square feet of retail space. Phase II is a conceptual plan at this stage. However, the property owner is proposing a development agreement to secure the development rights for the Phase II improvements, allowing them to be built at a future date. Staff is still refining and negotiating the dealpoints of the requested Development Agreement.

The applicant has also submitted a parking study for the project which relies on a shared parking methodology to calculate the required parking. This methodology analyzes the parking demand for each individual land use on the property against the time of day to establish the peak parking demand requirement. Parking at the site will be provided in a combination of underground garages, detached garages, and surface parking (see attached Preliminary Site Plan- Redevelopment Phase I). Given the mixed use nature of the proposed redevelopment project, it is anticipated that some of the surface parking will be used during the day by retail uses and during the night by residents.

In addition to the development features, the property owner has indicated that a condominium subdivision map will be part of the final application.

CONCLUSION:

The renovations and new development proposed by the Fritz Duda Company is a strong, valuable project that implements the principles of the UVSP. Staff continues to review the application for compliance with the Development Code, applicable design guidelines, and the California Environmental Quality Act. Staff expects the project to come before the Planning Agency for a Public Hearing and determination on July 10, 2012, or as soon as possible thereafter. Staff is happy to receive any direction or comments the Planning Agency would like to convey regarding this project prior to the property owner's preparation of the final plans for the development application.

RECOMMENDATION: THAT THE PLANNING AGENCY RECEIVE A PRESENTATION ON THE REDEVELOPMENT OF THE OAKBROOK VILLAGE SHOPPING CENTER.

ATTACHMENTS:

1. Preliminary Site Plan and Conceptual Drawings

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

ISSUE: 2012 WEED ABATEMENT PROGRAM PUBLIC HEARING

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 formally initiating the Annual Weed Abatement Program for public nuisance abatement of weeds, rubbish, refuse, and/or dirt on specified parcels in the City of Laguna Hills.

BACKGROUND:

On April 24, 2012, the City Council adopted Resolution No. 2012-04-24-1, thereby commencing the Weed Abatement Program for 2012, 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 2012 Weed Abatement List, as submitted on April 24, 2012, 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. 2012-04-24-1 commenced the 2012 Weed Abatement Program by declaring the weeds, rubbish, refuse, and/or dirt on parcels identified in the 2012 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 2012 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 26, 2012, 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 2012 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 26, 2012, mailed notice, affected property owners have been given until June 1, 2012, 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 22, 2012, at 7:00 p.m.

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 2012 Weed Abatement List, and report in writing to the City Council on July 10, 2012, 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 10, 2012. 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 2011-2012 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.

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."

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2012-05-22-

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 24, 2012, the City Council adopted Resolution No. 2012-04-24-1, thereby commencing the Weed Abatement Program for 2012, 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/or dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2012 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. 2012-04-24-1 commenced the 2012 Weed Abatement Program by declaring weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2012 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 2012 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 26, 2012, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and /or 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 1, 2012, 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 parcels of land 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; 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 22, 2012; and,

WHEREAS, during the May 22, 2012 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 2012 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, 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 2012 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 2012 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 10, 2012, 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 22nd day of May 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2012-05-22- adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 22nd day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

CITY OF LAGUNA HILLS

AGENDA REPORT COUNCIL MEMBER KOGERMAN

**ISSUE: REPEAL OF LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200
REMOVAL FROM OFFICE**

SUMMARY:

Repeal of this code section will allow provisions of an Employment Agreement between the City and the City Manager to become the governing document on matters regarding removal from office.

The Ordinance reads:

“Notwithstanding any other provisions to the contrary, the City Manager shall not be removed from office during or within a period of one hundred eighty (180) days next succeeding any general municipal election at which election a member of the City Council is elected. The intent of this provision is to allow any newly elected member of the City Council or a reorganized City Council to observe the actions and ability of the City Manager in the performance of the powers and duties of his or her office. After the expiration of such one hundred eighty (180) day period aforementioned, the provisions of the City Manager employment agreement regarding removal from office shall apply and be effective. (Prior code § 2-08.200)”

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE TO REPEAL LAGUNA HILLS MUNICIPAL CODE SECTION 2-08.200 ENTITLED "REMOVAL FROM OFFICE" TO BE PRESENTED FOR INTRODUCTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING.
