



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, May 14, 2019 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Dore J. Gilbert, M.D., Mayor

**Janine Heft, Mayor Pro Tempore
Don Sedgwick, Council Member**

**Erica Pezold, Council Member
Dave Wheeler, Council Member**

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

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

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

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

1.2 Laguna Hills 3/5 Marine Support Committee

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

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 Approval of Minutes for April 9, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the April 9, 2019, Regular Meeting.

3.3 Approval of Warrant Register for May 14, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 29, 2019, to May 2, 2019, in the amount of \$1,898,647.53.

3.4 Third Quarter Financial & Treasurer's Report for Fiscal Year 2018/2019

Recommendation: That the City Council receive and file the Third Quarter Financial and Treasurer's Report for Fiscal Year 2018/2019.

3.5 Civic Center Third Quarter Financial Report for Fiscal Year 2018/2019

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

3.6 Proposed Office Lease for Suite 250 with Generations Escrow Corporation for 24031 El Toro Road, Suite 250, Laguna Hills, California

Recommendation: That the City Council approve an office lease with Generations Escrow Corporation for 24031 El Toro Road, Suite 250, Laguna Hills, California, and authorize the City Manager to execute the Lease.

3.7 Records Retention Management

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

3.8 Resolution Establishing a New Employment Classification Along with Salary Range and Benefits for a Position Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing a new Employment Classification along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

3.9 Claim of Steven Bohm and Application for Leave to Present a Late Claim

Recommendation: That the City Council: (1) Deny the Application for Leave to Present a Late Claim submitted by Claimant Steven Bohm on the grounds that the criteria established in Government Code Section 911.6 for excusing the late claim are not met; and (2) Direct the City Clerk to provide written notice to claimant

Steven Bohm that his application is denied and that his underlying Claim is again returned as untimely.

3.10 Grant Application for Environmental Cleanup Program - Phase VIII Catch Basin Debris Gates Project, CIP No. 412-H

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

3.11 Approval of Amendment No. 1 to Cooperative Agreement No. C-5-3586 Between Orange County Transportation Authority and Cities of Laguna Hills, Aliso Viejo, Laguna Niguel, and Mission Viejo for Alicia Parkway Regional Traffic Signal Synchronization Project (City Designated Project No. 168G)

Recommendation: That the City Council: (1) Approve Amendment No. 1 to the Cooperative Agreement No. C-5-3586 between Orange County Transportation Authority and Cities of Laguna Hills, Aliso Viejo, Laguna Niguel, and Mission Viejo for Alicia Parkway Regional Traffic Signal Synchronization Project (City designated project, CIP No. 168G); and (2) Authorize the Mayor to sign the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

4.2. PUBLIC COMMENTS

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

4.3. APPROVAL OF MINUTES FOR APRIL 9, 2019

4.3.1 Approval of Minutes for April 9, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the April 9, 2019, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Tentative Parcel Map/Variance No. 8-18-4282, a Request to Subdivide the Courtyard at La Paz into Two Parcels at 25242-25342 McIntyre Street and a Request for Variances from the Minimum Rear Setback and Minimum Landscape Coverage Requirements

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for TPM/VA No. 8-18-4282; (2) Find and determine that the project is not subject to the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines; and, (3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Tentative Parcel Map/Variance No. 8-18-4282, a request to subdivide the Courtyard at La Paz into two parcels at 25242-25342 McIntyre Street and a request for variances from the minimum rear setback and minimum landscape coverage requirements."

4.5.2 Conditional Use Permit/Parking Use Permit (CUP/PUP 11-18-4383), a Request by Aliso Equities Ltd., Establishing a Joint Parking Use Permit at Alicia Town Center (25594-25632 Alicia Parkway and 25539 Paseo De Valencia)

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP/PUP No. 11-18-4383; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities Exemption); (3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving CUP/PUP No. 11-18-4383, a request by Aliso Equities Ltd., establishing a Joint Parking Use Permit for Alicia Town Center, located at 25594-25632 Alicia Parkway and 25539 Paseo de Valencia."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Public Hearing on 2019 Weed, Rubbish and Refuse Abatement**

Recommendation: That the City Council: (1) Conduct a Public Hearing, receive and consider all objections; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, issuing an Abatement Order and authorizing the Assistant City Manager/Director of Public Services to commence enforcing weed, rubbish, and refuse abatement against specified parcels of land."

6. ADMINISTRATIVE REPORTS**6.1. City Manager****6.2. Deputy City Manager/Community Services Director****6.2.1 Adoption of Revised Orange County Taxi Program Regulations**

Recommendation: That the City Council: (1) Adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, adopting updated and revised Orange County Taxi Administration Program Regulations"; and (2) Introduce for first reading, read by title only, and waive further reading, an Ordinance entitled, "An Ordinance of the City Council of the City of Laguna Hills, California, amending and restating Section 4-44.060 (Application for Permits) of Chapter 4-44 (Taxi Administration Program) of Title 4 (Business Regulations) of the Laguna Hills Municipal Code."

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**7.1 Election of New Mayor**

Recommendation: That the City Council nominate and elect a mayor.

8. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be May 28, 2019, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by May 10, 2019, at 5:00 pm.



City Clerk

May 9, 2019

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for April 9, 2019, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the April 9, 2019, Regular Meeting.

ATTACHMENTS:

- 190409 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, April 9, 2019**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER PEZOLD

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Mayor	Present	
Janine Heft	Mayor Pro Tempore	Present	
Erica Pezold	Council Member	Present	
Don Sedgwick	Council Member	Present	
Dave Wheeler	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Lucas Fellows.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Mayor Pro Tempore Heft removing Item No. 3.13 and Council Member Pezold removing Item No. 3.5.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member

AYES: Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

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

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

3.2 Approval of Minutes for March 12, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the March 12, 2019, Regular Meeting.

3.3 Warrant Register for the April 9, 2019, Regular Meeting

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 1, 2019, to March 28, 2019, in the amount of \$1,332,988.77.

3.4 Second Reading & Adoption of Proposed Ordinance Amending Chapter 9-64 (Community Care Facilities) to Permit Residential Care Facilities for the Elderly (7+ Occupants) Subject to a Conditional Use Permit Within the Neighborhood Mixed Use Zoning District

Recommendation: That the City Council adopt Ordinance No. 2019-2: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 7-18-4244, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code amending Chapter 9-64 (Community Care Facilities) to permit Residential Care Facilities for the Elderly (7+ occupants) subject to a Conditional Use Permit within the Neighborhood Mixed Use zoning district."

3.6 2018 General Plan Annual Progress Report

Recommendation: That the City Council receive the report and direct staff to forward the 2018 General Plan Annual Progress Report and Annual Element Progress Report-Housing Implementation to the State of California Department of Housing and Community Development (HCD).

3.7 Initiation of the 2019 Weed Abatement Program

Recommendation: That the City Council adopt Resolution No. 2019-04-09-1: "A Resolution of the City Council of the City of Laguna Hills, California, declaring weeds and rubbish on specified private property to be a public nuisance, commencing public proceedings, and setting a Public Hearing for May 14, 2019."

3.8 Resolution Adopting a List of Projects for Fiscal Year 2019-20 Funded by SB 1: the Road Repair and Accountability Act of 2017

Recommendation: That the City Council adopt Resolution No. 2019-04-09-2: "A Resolution of the City Council of the City of Laguna Hills, California, adopting a list of projects for fiscal year 2019-20 funded by SB1: The Road Repair and Accountability Act of 2017."

3.9 Third Amendment to Office Lease for Suite 320 with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California

Recommendation: That the City Council approve the Third Amendment to Office Lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California, and authorize the City Manager to execute the Third Amendment to Lease.

3.10 Amendment No. 2 to the Professional Services Agreement with White Nelson Diehl Evans LLP to Perform Professional Independent Auditing and Accounting Services for an Additional Two Fiscal Years: FY 2018-19 and FY 2019-20

Recommendation: That the City Council approve and authorize the Mayor to sign proposed Amendment No. 2 to the Professional Services Agreement with White Nelson Diehl Evans LLP, to amend the scope of work to include professional independent auditing and accounting services for an additional two fiscal years: Fiscal Years 2018-19 and 2019-20.

3.11 Amendment No. 1 to Street Maintenance Services Agreement with Charles Abbott Associates, Inc.

Recommendation: That the City Council approve Amendment No. 1 to the Street Maintenance Services Agreement with Charles Abbott Associates, Inc., and authorize the City Manager to execute the Amendment.

3.12 Amendment No. 1 to Traffic Signal Maintenance Services Agreement with Computer Service Company

Recommendation: That the City Council approve Amendment No. 1 to the Traffic Signal Maintenance Services Agreement with Computer Service Company and authorize the City Manager to execute the Amendment.

ITEMS REMOVED FROM THE CONSENT CALENDAR

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

Council Member Pezold removed Item No. 3.5 from the Consent Calendar to request additional information.

Recommendation: That the City Council: (1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and (2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2018 to January 2019.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

3.13 Award of Contract for Graffiti Removal, Facilities Inspection, and On-Call General Maintenance and Repair Services

Mayor Pro Tempore Heft removed Item No. 3.13 from the Consent Calendar to request additional information.

Recommendation: That the City Council award the Maintenance Services Agreement for graffiti removal, facilities inspection, and on-call general maintenance and repair services to West Gate Contractor in the low bid amount of \$149,340.00 and authorize the Mayor to execute the Maintenance Services Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:13 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Chair	Present	
Janine Heft	Vice Chair	Present	
Erica Pezold	Agency Member	Present	
Don Sedgwick	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES FOR MARCH 12, 2019, REGULAR MEETING

4.3.1 Approval of Minutes for March 12, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the March 12, 2019, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Vice Chair
SECONDER:	Dave Wheeler, Agency Member
AYES:	Dore J. Gilbert, M.D., Chair; Janine Heft, Vice Chair; Erica Pezold, Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 7:13 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no Administrative Reports.

6.2. Assistant City Manager/Public Services Director

6.2.1 Interstate 5 at El Toro Road Interchange Future Design, Planning and Environmental Document/Project Report Presentation

Assistant City Manager/Public Services Director Rosenfield reviewed the information provided in the staff report and responded to requests for additional information.

Constantino Stamation, Project Manager, CalTrans Orange County, provided a PowerPoint presentation and responded to requests for additional information.

Recommendation: That the City Council receive a presentation on the future design and Planning and Environmental Document/Project Report of the Interstate 5 at El Toro Road Interchange Project and direct Staff to provide comments to Caltrans within the public review period.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

6.3. Deputy City Manager/Community Services Director**6.3.1 Organic Waste Recycling**

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to requests for additional information.

Recommendation: That the City Council receive and file a presentation on Organic Waste Recycling and State Regulations.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

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

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

Mayor Pro Tempore Heft reported that last Friday she participated in the first drowning prevention presentation held at Lomarena Elementary School.

Council Member Wheeler

Council Member Wheeler reported that he recently met with OC Supervisor Lisa Bartlett. Council Member Wheeler further reported that he recently participated in Age Well Senior Services' Meals on Wheels program.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Gilbert declared the meeting adjourned at 8:18 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Dore J. Gilbert, M.D., Mayor

Approved at meeting of May 14, 2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for May 14, 2019

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from March 29, 2019, to May 2, 2019, in the amount of \$1,898,647.53.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from March 29, 2019, to May 2, 2019, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - May 14, 2019
- Warrant Register - Payables Detail Report - May 14, 2019



City of Laguna Hills, CA

Warrant Register - May 14, 2019

By Check Number

Date Range: 03/29/2019 - 05/02/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8815979	A-0370	ACCOMTEMP	04/04/2019	1,494.80
8815980	A-0138	ALL CITY MANAGEMENT, INC.	04/04/2019	4,641.60
8815981	A-0360	ARC DOCUMENT SOLUTIONS, LLC	04/04/2019	56.42
8815982	C-1022	CDW GOVERNMENT, INC.	04/04/2019	587.23
8815983	C-1201	COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES	04/04/2019	3,500.00
8815984	C-1176	COMPUTER SERVICE CO.	04/04/2019	4,805.65
8815985	C-0023	COX COMMUNICATION	04/04/2019	402.27
8815986	D-0561	DOCU-TRUST LAGUNA VAULT	04/04/2019	75.00
8815987	M-1388	MOBILE MINI, INC.	04/04/2019	82.97
8815988	M-1302	MOULTON NIGUEL WATER DISTRICT	04/04/2019	8,846.53
8815989	N-1491	NEXUSTEK IRVINE, LLC	04/04/2019	1,950.00
8815990	N-1474	NIEVES LANDSCAPE, INC.	04/04/2019	82,779.99
8815991	O-1546	OFFICE SOLUTIONS	04/04/2019	65.67
8815992	P-1829	PEST OPTIONS, INC.	04/04/2019	225.00
8815993	Q-1707	QUEST DIAGNOSTICS	04/04/2019	18.87
8815994	S-1904	SOUTHERN CALIFORNIA EDISON	04/04/2019	15,095.53
8815995	S-2250	SPARKLETTS	04/04/2019	176.01
8815996	Z-CS-0168	SUAREZ, LUCY	04/04/2019	500.00
8815997	T-2698	TPX COMMUNICATIONS	04/04/2019	488.04
8815998	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	04/04/2019	116.10
8815999	W-2337	WEST COAST ARBORISTS, INC.	04/04/2019	10,730.75
8816000	A-0359	ANDERSON PENNA PARTNERS, INC.	04/11/2019	10,877.50
8816001	Z-CS-0169	ARMENIAN FESTIVAL	04/11/2019	500.00
8816002	A-0304	AU-YEUNG, MELISSA	04/11/2019	542.37
8816003	C-0412	C&D ELECTRIC, INC.	04/11/2019	2,060.08
8816004	C-0318	CALIFORNIA DEPARTMENT OF TRANS	04/11/2019	6,875.00
8816005	S-2162	CARLSEN, SANDY	04/11/2019	3.48
8816006	C-1144	CHARLES ABBOTT ASSOCIATES, INC	04/11/2019	15,157.02
8816007	C-1180	CIVIL SOURCE, INC.	04/11/2019	392.00
8816008	C-1176	COMPUTER SERVICE CO.	04/11/2019	4,117.32
8816009	P-1640	COSTCO WHOLESALE	04/11/2019	120.00
8816010	C-0023	COX COMMUNICATION	04/11/2019	195.86
8816011	E-0595	ECLIPSE MESSENGER SERVICE, INC	04/11/2019	45.91
8816012	E-0554	ECONOMICS, INC.	04/11/2019	4,287.50
8816013	E-0504	EL TORO WATER DISTRICT	04/11/2019	4,791.24
8816014	Z-CD-0010	ESPLANADE BUILDERS, INC.	04/11/2019	3,118.85
8816015	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	04/11/2019	1,272.00
8816016	H-0829	HARTZOG & CRABILL, INC.	04/11/2019	2,773.84
8816017	I-0902	INT'L INST. OF MUNICIPAL CLERK	04/11/2019	270.00
8816018	I-0942	IRVINE RANCH WATER DISTRICT	04/11/2019	90.08
8816019	J-1057	JAMEY CLARK, INC.	04/11/2019	1,443.98
8816020	J-1071	JCTEES.COM CORPORATION	04/11/2019	304.61
8816021	L-1205	LAUTZENHISER'S STATIONERY	04/16/2019	(163.99)
8816021	L-1205	LAUTZENHISER'S STATIONERY	04/11/2019	163.99
8816022	L-1381	LEE, JENNIFER	04/11/2019	93.67
8816023	M-1585	MCDONALD, KAYLE	04/11/2019	46.40
8816024	C-1008	NPDES OC TREASURER-TAX COLLECTOR	04/11/2019	69,013.39
8816025	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	04/11/2019	764.68
8816026	P-1833	PEZOLD, ERICA	04/11/2019	36.92
8816027	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	04/11/2019	848.90
8816028	R-1934	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	04/11/2019	8,807.03
8816029	R-1841	ROSENFELD, KEN	04/11/2019	1,401.06
8816030	R-1813	RPW SERVICES, INC.	04/11/2019	1,560.00

Attachment: Warrant Register - May 14, 2019 (1853 : Approval of Warrant Register for May 14, 2019)

Warrant Register - May 14, 2019 **

Date Range: 03/29/2019 - 05/02/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8816031	S-1902	SAN DIEGO GAS & ELECTRIC	04/11/2019	9,779.95
8816032	S-1949	SMART & FINAL	04/11/2019	62.28
8816033	S-1904	SOUTHERN CALIFORNIA EDISON	04/11/2019	12,976.31
8816034	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	04/11/2019	11,173.97
8816035	V-2249	US BANK VOYAGER FLEET SYSTEM	04/11/2019	587.97
8816036	Z-CD-0131	VADAY, MONA	04/11/2019	750.00
8816037	V-2224	VERIZON WIRELESS	04/11/2019	934.61
8816038	V-2253	VILLA ROMA	04/11/2019	1,450.00
8816039	Z-CD-0132	VO, MICKEY	04/11/2019	749.70
8816040	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	04/11/2019	244.29
8816041	W-2300	WHITE, DONALD	04/11/2019	85.97
8816042	X-2400	XEROX CORPORATION	04/11/2019	1,021.62
8816043	Z-CD-0105	ALAN SMITH POOL PLASTERING	04/18/2019	500.00
8816044	A-0365	AT&T - CALNET 3	04/18/2019	236.03
8816045	Z-CS-0170	AUSTIN, ROBERTA	04/18/2019	250.00
8816046	Z-CS-0021	BLACKEN, JAMES	04/18/2019	500.00
8816047	Z-CD-0134	CABALLERO, MARK	04/18/2019	500.00
8816048	Z-CD-0133	CALIFORNIA POOLS	04/18/2019	500.00
8816049	Z-CS-0171	CRUZ, JOSE	04/18/2019	500.00
8816050	D-0453	DEPARTMENT OF CONSERVATION	04/18/2019	637.39
8816051	D-0552	DUNBAR ARMORED, INC.	04/18/2019	147.69
8816052	Z-CS-0105	EL TORO CHEER & DANCE BOOSTERS	04/18/2019	500.00
8816053	Z-CD-0135	HENRY, DAVID	04/18/2019	128.75
8816054	Z-CD-0136	JACOBY, ERIC	04/18/2019	227.72
8816055	Z-CS-0089	MARTINEZ, ANGELA	04/18/2019	250.00
8816056	Z-CD-0138	MARTINEZ, JESSICA	04/18/2019	118.22
8816057	S-1902	SAN DIEGO GAS & ELECTRIC	04/18/2019	259.00
8816058	Z-CD-0137	VAZQUEZ, AGUSTIN	04/18/2019	960.00
8816059	Z-CD-0007	VIVINT SOLAR	04/18/2019	81.95
8816060	Z-CD-0078	WE GREEN INC	04/18/2019	66.94
8816061	C-1177	CANON FINANCIAL SERVICES, INC.	04/25/2019	500.75
8816062	C-1136	CORELOGIC INFORMATION SOLUTION, INC.	04/25/2019	9,550.00
8816063	C-0023	COX COMMUNICATION	04/25/2019	1,348.62
8816064	M-1302	MOULTON NIGUEL WATER DISTRICT	04/25/2019	2,607.28
8816065	P-1834	PLACEWORKS, INC.	04/25/2019	4,287.50
8816066	S-1902	SAN DIEGO GAS & ELECTRIC	04/25/2019	31,412.20
8816067	S-1904	SOUTHERN CALIFORNIA EDISON	04/25/2019	830.25
8816068	T-2681	TOTALFUNDS BY HASLER MAILROOM FINANCE, INC.	04/25/2019	1,000.00
8816069	W-2441	WEST COAST MOVEMENT PROJECT, LLC	04/25/2019	9,606.80
8816070	A-0349	A SOURCE OF PRIDE	05/02/2019	39.87
8816071	A-0370	ACCONTEMPES	05/02/2019	2,307.60
8816072	A-0138	ALL CITY MANAGEMENT, INC.	05/02/2019	4,641.60
8816073	A-0141	APWA	05/02/2019	550.00
8816074	A-0360	ARC DOCUMENT SOLUTIONS, LLC	05/02/2019	1,740.98
8816075	Z-CS-0051	BARRAZA, MARIA	05/02/2019	343.00
8816076	B-0304	BEE MAN, THE	05/02/2019	155.00
8816077	C-0333	CALIF PARK & REC SOCIETY, INC.	05/02/2019	150.00
8816078	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	05/02/2019	340.00
8816079	C-1133	CALIFORNIA YELLOW CAB	05/02/2019	1,762.00
8816080	C-1179	CANON SOLUTIONS AMERICA	05/02/2019	227.62
8816081	C-1139	COMPLETE OFFICE OF CALIFORNIA	05/02/2019	1,120.36
8816082	C-1176	COMPUTER SERVICE CO.	05/02/2019	7,386.75
8816083	C-0023	COX COMMUNICATION	05/02/2019	192.96
8816084	C-1202	CRISP IMAGING	05/02/2019	1,453.17
8816085	D-0461	DATA TICKET, INC.	05/02/2019	625.22
8816086	D-0453	DEPARTMENT OF CONSERVATION	05/02/2019	495.09
8816087	D-0541	DIAMOND ENVIRONMENTAL SERVICES	05/02/2019	1,509.95
8816088	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	05/02/2019	143.60
8816089	D-0561	DOCU-TRUST LAGUNA VAULT	05/02/2019	101.00
8816090	E-0593	EISENBERG, DALE	05/02/2019	1,242.50
8816091	E-0504	EL TORO WATER DISTRICT	05/02/2019	5,132.33

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Warrant Register - May 14, 2019 **

Date Range: 03/29/2019 - 05/02/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8816092	E-0553	ELKINS, CHRISTINA	05/02/2019	1,108.80
8816093	F-0610	FIRST AMERICAN TITLE COMPANY	05/02/2019	400.00
8816094	G-0851	GEMINI TIMING	05/02/2019	8,000.00
8816095	G-0844	GREEN MART, INC.	05/02/2019	926.65
8816096	H-0829	HARTZOG & CRABILL, INC.	05/02/2019	3,291.71
8816097	H-0848	HDL, COREN & CONE	05/02/2019	2,700.00
8816098	H-0804	HINDERLITER, DE LLAMAS & ASSOC., INC.	05/02/2019	2,448.11
8816099	H-0934	HOME DEPOT	05/02/2019	204.26
8816100	H-0960	HR GREEN PACIFIC, INC.	05/02/2019	22,874.22
8816101	I-0981	ICF JONES & STOKES, INC.	05/02/2019	2,500.00
8816102	I-0920	ICMA	05/02/2019	200.00
8816103	J-1057	JAMEY CLARK, INC.	05/02/2019	1,435.25
8816104	G-0709	JOE A. GONSALVES & SON	05/02/2019	2,900.00
8816105	L-1205	LAUTZENHISER'S STATIONERY	05/02/2019	326.32
8816106	L-1377	LEFT COAST NOVELTIES	05/02/2019	6,460.75
8816107	L-1250	LOCAL GOVERNMENT PUBLICATIONS	05/02/2019	143.56
8816108	L-1382	LOYA, RICKY	05/02/2019	180.00
8816109	Z-CS-0040	MARTINEZ, VIRGINIA	05/02/2019	392.00
8816110	M-1585	MCDONALD, KAYLE	05/02/2019	49.30
8816111	M-1388	MOBILE MINI, INC.	05/02/2019	82.97
8816112	Z-CS-0172	MORENO, JESSICA	05/02/2019	500.00
8816113	Z-CS-0129	MOTA, ERICA	05/02/2019	308.76
8816114	M-1535	MUSIC MOVES ACADEMY, INC.	05/02/2019	784.00
8816115	N-1471	NEOPOST INC.	05/02/2019	193.94
8816116	N-1474	NIEVES LANDSCAPE, INC.	05/02/2019	1,622.29
8816117	N-1487	NUVIS LANDSCAPE ARCHITECTURE	05/02/2019	1,085.00
8816118	O-1525	OCCMA	05/02/2019	52.00
8816119	O-1546	OFFICE SOLUTIONS	05/02/2019	3,709.38
8816120	O-1500	ORANGE COUNTY REGISTER	05/02/2019	146.32
8816121	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	05/02/2019	135.00
8816122	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	05/02/2019	2,476.50
8816123	Z-CS-0123	PEREZ, MARIA	05/02/2019	343.00
8816124	Z-CS-0131	QUIROZ, DIANA	05/02/2019	294.00
8816125	Z-CS-0125	RAMIREZ, BIBIANA	05/02/2019	392.00
8816126	R-1967	RUSSELL, RICHARD WYATT	05/02/2019	1,842.40
8816127	S-2267	SINTA DESIGN	05/02/2019	1,907.50
8816128	S-2250	SPARKLETTS	05/02/2019	185.18
8816129	S-2095	STONE IMAGERY	05/02/2019	86.20
8816130	S-2209	STUDIO TWO BLACK DIAMOND	05/02/2019	603.27
8816131	Z-CS-0056	SUAREZ, RAFAEL	05/02/2019	343.00
8816132	T-2684	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	05/02/2019	284.78
8816133	T-2656	TYLER TECHNOLOGIES, INC.	05/02/2019	2,366.08
8816134	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	05/02/2019	177.15
8816135	W-2337	WEST COAST ARBORISTS, INC.	05/02/2019	14,616.05
8816136	W-2377	WILLDAN ENGINEERING	05/02/2019	930.00
8816137	R-1801	WOODRUFF, SPRADLIN & SMART	05/02/2019	30,446.62

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Warrant Register - May 14, 2019 **

Date Range: 03/29/2019 - 05/02/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0000775	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	04/12/2019	674,109.83
DFT0000776	B-0276	BANK OF AMERICA VISA CARD	04/15/2019	5,357.66
DFT0000777	B-0276	BANK OF AMERICA VISA CARD	04/15/2019	620.00
DFT0000778	B-0276	BANK OF AMERICA VISA CARD	04/15/2019	3,860.81
DFT0000779	B-0276	BANK OF AMERICA VISA CARD	04/15/2019	407.72
DFT0000780	B-0276	BANK OF AMERICA VISA CARD	04/15/2019	293.88
DFT0000795	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	04/25/2019	674,109.83

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	219	159	0.00	540,051.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	(163.99)
Bank Drafts	7	7	0.00	1,358,759.73
EFT's	0	0	0.00	0.00
	226	167	0.00	1,898,647.53

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City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 03/29/2019 - 05/02/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
04/04/2019	SOUTHERN CALIFORNIA EDISON	030819	Street Lights, Traffic Control, Feb '19	100-355-631000	165.90
04/04/2019	SOUTHERN CALIFORNIA EDISON	030819	Street Lights, Traffic Control, Feb '19	100-355-631400	8,094.76
04/04/2019	SOUTHERN CALIFORNIA EDISON	030819	Street Lights, Traffic Control, Feb '19	100-355-631900	3,838.94
04/04/2019	MOULTON NIGUEL WATER DISTRICT	031519	Water Usage, Public Services & Com Ctr, Feb '19	100-310-635100	497.47
04/04/2019	MOULTON NIGUEL WATER DISTRICT	031519	Water Usage, Public Services & Com Ctr, Feb '19	100-355-635000	1,887.21
04/04/2019	COX COMMUNICATION	031719	T-1 Line, Community Center, Mar '19	100-195-630000	402.27
04/04/2019	SOUTHERN CALIFORNIA EDISON	032619	Street Lights, Traffic Control, Mar '19	100-355-631000	385.96
04/04/2019	SOUTHERN CALIFORNIA EDISON	032619	Street Lights, Traffic Control, Mar '19	100-355-631400	1,798.12
04/04/2019	SOUTHERN CALIFORNIA EDISON	032619	Street Lights, Traffic Control, Mar '19	100-355-631900	811.85
04/04/2019	MOULTON NIGUEL WATER DISTRICT	032819	Water Usage, Public Services, Mar '19	100-355-635000	6,461.85
04/04/2019	DOCU-TRUST LAGUNA VAULT	036059	Offsite Data Storage, Mar '19	100-155-700000	75.00
04/04/2019	ARC DOCUMENT SOLUTIONS, LLC	10116284	Printing Services, Engineering, Mar '19	100-355-623000	56.42
04/04/2019	TPX COMMUNICATIONS	114623488-0	Communications Expense, Apr '19	100-195-630000	488.04
04/04/2019	WEST COAST ARBORISTS, INC.	146069	Tree Trimming Services, Mar '19	100-355-720700	10,730.75
04/04/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	18dsbfee1488	Street Maintenance, Mar '19	100-355-720400	41.75
04/04/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	320190360	Street Maintenance, Mar '19	100-355-720400	74.35
04/04/2019	PEST OPTIONS, INC.	322272	Rodent Control, Public Services, Mar '19	100-355-720700	225.00
04/04/2019	NEXUSTEK IRVINE, LLC	37362	Professional Services, Software Support, Mar '19	100-195-720050	1,950.00
04/04/2019	COMPUTER SERVICE CO.	3917-19-003	Traffic Signal Maintenance, Mar '19	100-355-720420	4,805.65
04/04/2019	SPARKLETTS	4228482 032919	Operating Supplies, City Hall, Mar '19	100-195-622000	176.01
04/04/2019	ACCONTEMP	53031566	Professional Services, Gen Gov, 3/11 - 3/15	100-155-720000	747.40
04/04/2019	ACCONTEMP	53113620	Professional Services, Gen Gov, 3/18 - 3/22	100-155-720000	747.40
04/04/2019	ALL CITY MANAGEMENT, INC.	60597	Crossing Guard Services, 3/10 - 3/23	100-420-720822	4,641.60
04/04/2019	NIEVES LANDSCAPE, INC.	64971	Monthly Landscape Services, Apr '19	100-355-720700	82,779.95
04/04/2019	MOBILE MINI, INC.	9006063461	Storage Rental, Community Center, 3/26 - 4/22	100-310-641000	82.97
04/04/2019	QUEST DIAGNOSTICS	9181228912	Pre-employment Drug Testing	100-195-617000	18.87
04/04/2019	SUAREZ, LUCY	FRD-0169	Refund, Fac Dep, R # 1031227.002	100-000-222000	500.00
04/04/2019	OFFICE SOLUTIONS	I-01552614	Office Supplies, Apr '19	100-195-620000	65.67
04/04/2019	CDW GOVERNMENT, INC.	RNW9873	Computer Hardware, IT, Mar '19	100-195-940000	587.23

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Warrant Register - Payables Detail Report

Payment Dates: 03/29/2019 - 05/02/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/04/2019	COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES	SAN180489	Valuation Alicia Pkwy Site, AT & T	100-225-700000	3,500.00
04/11/2019	INT'L INST. OF MUNICIPAL CLERK	031219	Annual Memberships, City Clerk, JL	100-155-610000	135.00
04/11/2019	INT'L INST. OF MUNICIPAL CLERK	031219-A	Annual Memberships, City Clerk, SC	100-155-610000	135.00
04/11/2019	WHITE, DONALD	032019	Travel Reimbursement, ACC-OC, Advocacy Trip	100-155-612000	85.97
04/11/2019	AU-YEUNG, MELISSA	032019	Travel Reimbursement, ACC-OC Advocacy Trip	100-155-612000	360.86
04/11/2019	PEZOLD, ERICA	032019	Travel Reimbursement, ACC-OC, Advocacy Trip	100-155-612000	36.92
04/11/2019	AU-YEUNG, MELISSA	032619	Travel Reimbursement, Mountain View, Mar '19	100-155-612000	181.51
04/11/2019	COX COMMUNICATION	032819	WiFi, Community Center, Apr '19	100-195-630000	195.86
04/11/2019	ROSENFELD, KEN	040119	Travel Reimb, CA	100-355-611000	793.18
04/11/2019	MCDONALD, KAYLE	040219	Infrastructure Symposium, Mileage Reimbursement, 3/4 - 3/29	100-310-613000	46.40
04/11/2019	SAN DIEGO GAS & ELECTRIC	040219	Street Lights, Mar '19	100-355-631400	9,779.95
04/11/2019	IRVINE RANCH WATER DISTRICT	040219	Water Usage, Public Services, Mar '19	100-355-635000	90.08
04/11/2019	CARLSEN, SANDY	040319	Mileage Reimbursement, 3/15	100-155-613000	3.48
04/11/2019	SOUTHERN CALIFORNIA EDISON	040619	Street Lights, Traffic Control, Mar '19	100-355-631000	150.10
04/11/2019	SOUTHERN CALIFORNIA EDISON	040619	Street Lights, Traffic Control, Mar '19	100-355-631400	8,944.73
04/11/2019	SOUTHERN CALIFORNIA EDISON	040619	Street Lights, Traffic Control, Mar '19	100-355-631900	3,881.48
04/11/2019	LEE, JENNIFER	040819	Mileage Reimbursement, 1/4 - 4/5	100-155-613000	93.67
04/11/2019	ROSENFELD, KEN	040819	Travel Reimbursement, LOCC, Apr '19	100-355-611000	607.88
04/11/2019	VILLA ROMA	040919	Program Supplies, Com Svcs, Feb '19	100-310-695500	1,450.00
04/11/2019	COSTCO WHOLESALE	041019	Annual Membership, Com Svcs, 2019	100-310-610000	120.00
04/11/2019	EL TORO WATER DISTRICT	041019	Water Usage, Public Services, Feb '19	100-355-635000	4,791.24
04/11/2019	XEROX CORPORATION	096535713	Copier Lease & Usage, Mar	100-195-641200	1,021.62
04/11/2019	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	1009	Event Management Services, 1/2 Marathon, Apr '19	100-310-695507	8,807.03
04/11/2019	SUNSET PROPERTY SERVICES	117160	Street Sweeping Services, Mar '19	100-355-720410	11,173.97
04/11/2019	JONSET CORPORATION		Professional Fees, CIP # 410	100-600-790600	392.00
04/11/2019	CIVIL SOURCE, INC.	119630	Rodent Control, Public Services, Mar '19	100-355-720700	1,560.00
04/11/2019	RPW SERVICES, INC.	14354	Professional Fees, CIP # 168-G	100-600-790600	6,875.00
04/11/2019	CALIFORNIA DEPARTMENT OF TRANS	19006924	Traffic Signal Mgmt Services, CIP #s 168-G & J	100-355-700101	2,486.34
04/11/2019	HARTZOG & CRABILL, INC.	19-0156	Traffic Signal Mgmt Services, CIP #s 168-G & J	100-600-790600	287.50
04/11/2019	HARTZOG & CRABILL, INC.	19-0156	Traffic Signal Maintenance, Mar '19	100-355-720420	4,117.32
04/11/2019	COMPUTER SERVICE CO.	2681 2704	Program Supplies, Community Services, Mar '19	100-310-622501	62.28
04/11/2019	SMART & FINAL	3831400053251	Program Expense, Community Services, Mar '19	100-310-622100	304.61
04/11/2019	JCTEES.COM CORPORATION	5635	Road Maintenance, Mar '19	100-355-720400	15,157.02
04/11/2019	CHARLES ABBOTT ASSOCIATES, INC	59438			

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Payment Dates: 03/29/2019 - 05/02/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/11/2019	JAMEY CLARK, INC.	71090	Graffiti Removal, Public Services, Mar '19	100-355-720500	166.75
04/11/2019	JAMEY CLARK, INC.	71092	Park Repair, Public Services, Mar '19	100-355-720701	274.98
04/11/2019	JAMEY CLARK, INC.	71101	Graffiti Removal, Public Services, Mar '19	100-355-720500	376.00
04/11/2019	JAMEY CLARK, INC.	71102	Graffiti Removal, Public Services, Mar '19	100-355-720500	265.00
04/11/2019	JAMEY CLARK, INC.	71108	Graffiti Patrol, Public Services, Mar '19	100-355-720500	361.25
04/11/2019	ANDERSON PENNA PARTNERS, INC.	7241	Inspection Services, Mar '19	100-355-700255	10,877.50
04/11/2019	WEST PUBLISHING CORPORATION THOMSON	840025404	Subscription, City Clerk, Mar '19	100-155-626000	244.25
04/11/2019	REFITTERS - WFST C&D ELECTRIC, INC.	84861	Park Repairs, Public Services, Mar '19	100-355-720701	504.00
04/11/2019	C&D ELECTRIC, INC.	84861LH	Park Repairs, Public Services, Mar '19	100-355-720701	1,220.08
04/11/2019	C&D ELECTRIC, INC.	84870LH	Park Repairs, Public Services, Mar '19	100-355-720701	84.00
04/11/2019	C&D ELECTRIC, INC.	84872	Park Repairs, Public Services, Apr '19	100-355-720701	252.00
04/11/2019	US BANK VOYAGER FLEET SYSTEM	869321901913 GENGOV1	Vehicle Fuel, Mar '19	100-155-613100	180.41
04/11/2019	US BANK VOYAGER FLEET SYSTEM	869321919913 COMDEV	Vehicle Fuel, Mar '19	100-225-613100	52.12
04/11/2019	US BANK VOYAGER FLEET SYSTEM	869322032913 POLSVCS	Vehicle Fuel, Mar '19	100-420-613100	86.85
04/11/2019	US BANK VOYAGER FLEET SYSTEM	869322040913 PUBSVCS	Vehicle Fuel, Mar '19	100-355-613100	268.59
04/11/2019	VERIZON WIRELESS	9826939053	Communication Expense, Mar '19	100-000-120000	53.84
04/11/2019	VERIZON WIRELESS	9826939053	Communication Expense, Mar '19	100-195-630000	880.77
04/11/2019	ESPLANADE BUILDERS, INC.	CD-366-COM-1-19-17928	Refund, C&D Deposit, CR # 3334	100-000-227001	3,118.85
04/11/2019	VADAY, MONA	CD-367-RF-3-19-18078	Refund, C&D Deposit, CR # 3477	100-000-227001	750.00
04/11/2019	ARMENIAN FESTIVAL	FRD-0170	Refund Chk, Fac Dep, R # 1028791.002	100-000-201005	500.00
04/11/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190616	South OC, Watershed Monitoring, CIP # 410	100-600-790600	7,267.13
04/11/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190671	Annual NPDES Cost, CIP # 410	100-600-790600	61,746.26
04/11/2019	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 52851	Fingerprint ID System Charges, Apr '19	100-420-720835	1,272.00
04/11/2019	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	SH 52872	SoCal Edison, Reimbursable Cost, Mar '19	100-000-120000	764.68
04/12/2019	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	SH 52822	Law Enforcement Services, Apr '19	100-420-720800	674,109.83
04/15/2019	BANK OF AMERICA VISA CARD 032019 GENGOVI		Departmental Expenditure, Mar '19	100-000-120002	675.97
04/15/2019	BANK OF AMERICA VISA CARD 032019 GENGOVI		Departmental Expenditure, Mar '19	100-155-611000	550.00
04/15/2019	BANK OF AMERICA VISA CARD 032019 GENGOVI		Departmental Expenditure, Mar '19	100-155-612000	3,906.19
04/15/2019	BANK OF AMERICA VISA CARD 032019 GENGOVI		Departmental Expenditure, Mar '19	100-155-622000	225.50
04/15/2019	BANK OF AMERICA VISA CARD 032019 GENGOVII		Departmental Expenditure, Mar '19	100-000-120002	20.00
04/15/2019	BANK OF AMERICA VISA CARD 032019 GENGOVII		Departmental Expenditure, Mar '19	100-195-720050	600.00

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Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/15/2019	BANK OF AMERICA VISA CARD	032019 POLSVCS	Departmental Expenditure, Mar '19	100-420-611000	240.00
04/15/2019	BANK OF AMERICA VISA CARD	032019 POLSVCS	Departmental Expenditure, Mar '19	100-420-622000	53.88
04/15/2019	BANK OF AMERICA VISA CARD	032019 PUBSVCS	Departmental Expenditure, Mar '19	100-355-611000	139.00
04/15/2019	BANK OF AMERICA VISA CARD	032019 PUBSVCS	Departmental Expenditure, Mar '19	100-355-646100	69.63
04/15/2019	BANK OF AMERICA VISA CARD	032019 PUBSVCS	Departmental Expenditure, Mar '19	100-355-720701	199.09
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-195-611000	771.49
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-225-720050	1,424.00
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-310-610000	175.00
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-310-622500	77.69
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-310-622501	75.43
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-310-624500	40.00
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-310-695502	212.26
04/15/2019	BANK OF AMERICA VISA CARD	032119 COMSVCS	Departmental Expenditure, Mar '19	100-310-695507	1,084.94
04/18/2019	SAN DIEGO GAS & ELECTRIC	041819	Street Lights, Traffic Control, Mar '19	100-355-631000	116.62
04/18/2019	SAN DIEGO GAS & ELECTRIC	041819	Street Lights, Traffic Control, Mar '19	100-355-631400	142.38
04/18/2019	DEPARTMENT OF CONSERVATION	123118	Remittance, SMIP Fee, Oct - Dec '19	100-000-221001	72.91
04/18/2019	DEPARTMENT OF CONSERVATION	123118	Remittance, SMIP Fee, Oct - Dec '19	100-000-221002	564.48
04/18/2019	AT&T - CALNET 3	12859011	Traffic Signal, Public Services, Mar '19	100-355-630000	20.72
04/18/2019	AT&T - CALNET 3	12864596	Alarm, Com Ctr & City Hall Lines, Apr '19	100-195-630000	135.17
04/18/2019	AT&T - CALNET 3	12864596	Alarm, Com Ctr & City Hall Lines, Apr '19	100-310-630100	80.14
04/18/2019	DUNBAR ARMORED, INC.	4387405	Courier Fee, Armored Transport, Apr '19	100-155-625000	147.69
04/18/2019	WE GREEN INC	CD-369-ME-10-18-17544	Refund, Permit Fees, CR#	100-000-221011	1.00
04/18/2019	WE GREEN INC	CD-369-ME-10-18-17544	Refund, Permit Fees, CR#	100-000-221012	4.00
04/18/2019	WE GREEN INC	CD-369-ME-10-18-17544	Refund, Permit Fees, CR#	100-000-442000	61.94
04/18/2019	ALAN SMITH POOL PLASTERING	CD-370-SP-4-17-14814	Refund, Pool Bond, CR#	100-000-228001	500.00
04/18/2019	CALIFORNIA POOLS	CD-371-SP-4-15-11015	Refund, Pool Bond, R# 50443	100-000-442000	500.00
04/18/2019	CABALLERO, MARK	CD-372-SP-4-18-16431	Refund, Pool Bond, R# 919	100-000-228001	500.00
04/18/2019	HENRY, DAVID	CD-373-RES-8-17-15293	Refund, Permit Fees, R# 589	100-000-442000	128.75
04/18/2019	JACOBY, ERIC	CD-374-ME-7-18-17010	Refund, Permit Fees, CR#	100-000-221011	1.00
04/18/2019	JACOBY, ERIC	CD-374-ME-7-18-17010	Refund, Permit Fees, CR#	100-000-221012	4.00
04/18/2019	JACOBY, ERIC	CD-374-ME-7-18-17010	Refund, Permit Fees, CR#	100-000-442000	108.86
04/18/2019	JACOBY, ERIC	CD-375-ME-6-18-16739	Refund, Permit Fees, CR#	100-000-221001	1.00
04/18/2019	JACOBY, ERIC	CD-375-ME-6-18-16739	Refund, Permit Fees, CR#	100-000-221012	4.00
04/18/2019	JACOBY, ERIC	CD-375-ME-6-18-16739	Refund, Permit Fees, CR#	100-000-442000	108.86
04/18/2019	VAZQUEZ, AGUSTIN	CD-376-RF-3-19-18080	Refund, C&D Deposit, R#	100-000-227001	960.00
04/18/2019	VIVINT SOLAR	CD-377-PV-4-17-14850	Refund, Permit Fees, R#	100-000-221011	1.00
04/18/2019	VIVINT SOLAR	CD-377-PV-4-17-14850	Refund, Permit Fees, R#	100-000-442000	42.15
04/18/2019	VIVINT SOLAR	CD-378-PV-12-18-17760	Refund Permit Fees, CR#	100-000-221011	1.00
04/18/2019	VIVINT SOLAR	CD-378-PV-12-18-17760	Refund Permit Fees, CR#	100-000-221012	4.00
04/18/2019	VIVINT SOLAR	CD-378-PV-12-18-17760	Refund Permit Fees, CR#	100-000-442000	33.80
04/18/2019	MARTINEZ, JESSICA	CD-379-ME-10-18-17406	Refund, Permit Fees, CR#	100-000-221011	1.00

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04/18/2019	MARTINEZ, JESSICA	CD-379-ME-10-18-17406	Refund, Permit Fees, CR#	100-000-221012	4.00
04/18/2019	MARTINEZ, JESSICA	CD-379-ME-10-18-17406	Refund, Permit Fees, CR#	100-000-442000	113.22
04/18/2019	MARTINEZ, ANGELA	FRD-0171	Refund, Facility Deposit, R#	100-000-222000	250.00
04/18/2019	EL TORO CHEER & DANCE BOOSTERS	FRD-0172	Refund, Facility Deposit, R#	100-000-222000	500.00
04/18/2019	AUSTIN, ROBERTA	FRD-0173	Refund, Facility Deposit, R#	100-000-222000	250.00
04/18/2019	CRUZ, JOSE	FRD-0174	Refund, Facility Deposit, R#	100-000-222000	500.00
04/18/2019	BLACKEN, JAMES	FRD-0175	Refund, Facility Deposit, R#	100-000-222000	500.00
04/25/2019	TOTALFUNDS BY HASLER MAILROOM FINANCE, INC.	040319	Postage Replenishment, Apr '19	100-195-625000	1,000.00
04/25/2019	COX COMMUNICATION	041519	T-1 Line, City Hall, Apr '19	100-195-630000	851.31
04/25/2019	COX COMMUNICATION	042319	Traffic Signal, Apr '19	100-195-630000	95.00
04/25/2019	WEST COAST MOVEMENT PROJECT, LLC	042319	Contract Instructor Services, Dance	100-310-721500	9,606.80
04/25/2019	SAN DIEGO GAS & ELECTRIC	042419	Street Lights, Traffic Control, Com Ctr, Mar '19	100-310-631100	8,388.75
04/25/2019	MOULTON NIGUEL WATER DISTRICT	042419	Water Usage, Public Services & Com Ctr, Mar '19	100-310-635100	489.07
04/25/2019	SOUTHERN CALIFORNIA EDISON	042419	Street Lights, Traffic Control, Mar '19	100-355-631000	113.22
04/25/2019	SAN DIEGO GAS & ELECTRIC	042419	Street Lights, Traffic Control, Com Ctr, Mar '19	100-355-631000	7,945.07
04/25/2019	SAN DIEGO GAS & ELECTRIC	042419	Street Lights, Traffic Control, Com Ctr, Mar '19	100-355-631400	11,714.36
04/25/2019	SOUTHERN CALIFORNIA EDISON	042419	Street Lights, Traffic Control, Mar '19	100-355-631400	44.16
04/25/2019	SAN DIEGO GAS & ELECTRIC	042419	Street Lights, Traffic Control, Com Ctr, Mar '19	100-355-631900	3,363.98
04/25/2019	MOULTON NIGUEL WATER DISTRICT	042419	Water Usage, Public Services & Com Ctr, Mar '19	100-355-635000	2,118.21
04/25/2019	SOUTHERN CALIFORNIA EDISON	042419a	Street Lights, Traffic Control, Apr '19	100-355-631000	11.44
04/25/2019	SOUTHERN CALIFORNIA EDISON	042419a	Street Lights, Traffic Control, Apr '19	100-355-631400	661.43
04/25/2019	COX COMMUNICATION	042519	T-1 Line, Community Center, Apr '19	100-195-630000	402.31
04/25/2019	CANON FINANCIAL SERVICES, INC.	19991893	Lease - Copier, City Hall, Apr '19	100-195-641000	220.85
04/25/2019	CANON FINANCIAL SERVICES, INC.	19991894	Lease - Copier, Community Services, Apr '19	100-195-641000	279.86
04/25/2019	PLACEWORKS, INC.	67830	Reimbursable, Five Lagunas Expenses, Jan '19	100-000-120002	2,640.00
04/25/2019	PLACEWORKS, INC.	68213	Reimbursable, Five Lagunas Expenses, Feb '19	100-000-120002	1,647.50
04/25/2019	CORELOGIC INFORMATION SOLUTION, INC.	95116108	GIS Services, FY 18/19	100-195-720050	9,550.00
04/25/2019	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	SH 52983	Law Enforcement Services, May '19	100-420-720800	674,109.83
05/02/2019	HDL, COREN & CONE	0026663-IN	Property Tax Audit, Apr - Jun '19	100-155-700053	2,700.00
05/02/2019	WILLDAN ENGINEERING	00617429	Professional Services, Oakbrook, Apr '19	100-000-220444	930.00
05/02/2019	OFFICE SOLUTIONS	01555182	Operating Supplies, Apr '19	100-195-622000	145.21
05/02/2019	OFFICE SOLUTIONS	01555577	Operating Supplies, Apr '19	100-195-622000	37.28
05/02/2019	OFFICE SOLUTIONS	01556346	Office Supplies, Apr '19	100-195-620000	117.05
05/02/2019	OFFICE SOLUTIONS	01558344	Office Supplies, Apr '19	100-195-620000	139.15
05/02/2019	OFFICE SOLUTIONS	01560335	Office Supplies, Apr '19	100-195-620000	203.11
05/02/2019	OFFICE SOLUTIONS	01560397	Office Supplies, Apr '19	100-195-620000	81.01

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05/02/2019	OFFICE SOLUTIONS	01561899	Office & Operating Supplies, Apr '19	100-195-620000	42.62
05/02/2019	OFFICE SOLUTIONS	01561899	Office & Operating Supplies, Apr '19	100-195-622000	101.81
05/02/2019	OFFICE SOLUTIONS	01561966	Office Supplies, Apr '19	100-195-620000	17.57
05/02/2019	OFFICE SOLUTIONS	01562220	Office Furniture, Police Services, Apr '19	100-420-930000	2,081.85
05/02/2019	OFFICE SOLUTIONS	01562245	Operating Supplies, Apr '19	100-195-622000	83.02
05/02/2019	OFFICE SOLUTIONS	01563489	Office & Operating Supplies, Apr '19	100-195-611000	138.02
05/02/2019	OFFICE SOLUTIONS	01563489	Office & Operating Supplies, Apr '19	100-195-620000	146.75
05/02/2019	OFFICE SOLUTIONS	01563489	Office & Operating Supplies, Apr '19	100-225-622000	151.20
05/02/2019	OFFICE SOLUTIONS	01563489	Office & Operating Supplies, Apr '19	100-420-930000	95.92
05/02/2019	OFFICE SOLUTIONS	01566356	Office & Operating Supplies, Apr '19	100-195-620000	58.66
05/02/2019	OFFICE SOLUTIONS	01566356	Office & Operating Supplies, Apr '19	100-225-622000	69.07
05/02/2019	TYLER TECHNOLOGIES, INC.	025-252649	Professional Services, Energov Management	100-195-720050	319.07
05/02/2019	TYLER TECHNOLOGIES, INC.	025-255350	Professional Services, Energov Management	100-195-700090	2,047.01
05/02/2019	CALIF PARK & REC SOCIETY, INC.	032719	Membership, Community Services, DR	100-310-610000	150.00
05/02/2019	DEPARTMENT OF CONSERVATION	033119	Remittance, SMIP Fee, Jan - Mar '19	100-000-221001	39.35
05/02/2019	DEPARTMENT OF CONSERVATION	033119	Remittance, SMIP Fee, Jan - Mar '19	100-000-221002	455.70
05/02/2019	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	033119	Disability Access Fees, Jan - Mar '19	100-000-221012	1,436.00
05/02/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	033119 Qtr 1	Building Standard Fund, Jan - Mar '19	100-000-221011	377.00
05/02/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	033119 Qtr 1	Building Standard Fund, Jan - Mar '19	100-000-442000	(37.00)
05/02/2019	COX COMMUNICATION	041819	Cable, City Hall, May '19	100-195-630000	13.34
05/02/2019	COX COMMUNICATION	041919	WiFi, City Hall, May '19	100-195-630000	179.62
05/02/2019	MUSIC MOVES ACADEMY,	042319	Contract Instructor Fees,	100-310-721500	784.00
05/02/2019	ELKINS, CHRISTINA	042319	Contract Instructor Services, Dance	100-310-721500	1,108.80
05/02/2019	EISENBERG, DALE	042319	Contract Instructor Services, Aikido	100-310-721500	98.00
05/02/2019	EISENBERG, DALE	042319a	Contract Instructor Services, Aikido	100-310-721500	1,144.50
05/02/2019	APWA	042419	Micro Paver Enhancement	100-355-610000	550.00
05/02/2019	LOYA, RICKY	042519	Umpire Fees, Community Services, Apr '19	100-310-622502	180.00
05/02/2019	ORANGE COUNTY REGISTER	042519	Subscription, Community Center, 5/9 - 7/4	100-310-626000	146.32
05/02/2019	RUSSELL, RICHARD WYATT	042519	Contract Instructor Services, Tennis	100-310-721500	1,842.40
05/02/2019	OCCMA	042919	Meeting Expense, May '19	100-155-611000	52.00
05/02/2019	MCDONALD, KAYLE	042919	Mileage Reimbursement, Apr '19	100-310-613000	49.30
05/02/2019	EL TORO WATER DISTRICT	050119	Water Usage, Public Services, Mar '19	100-355-635000	5,132.33
05/02/2019	CRISP IMAGING	053004	Printing, Community Development, Apr '19	100-225-623000	1,453.17
05/02/2019	ARC DOCUMENT SOLUTIONS, LLC	10098122R	Reimbursable Printing Expense, ActivCare, Mar '19	100-000-223003	1,740.98
05/02/2019	BEE MAN, THE	102128	Bee Removal, Public Services, Apr '19	100-355-720701	155.00

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05/02/2019	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	10848862	Subscription, Com Dev, Mar	100-225-626000	284.78
05/02/2019	HOME DEPOT	1195925	Program Supplies,	100-310-695501	191.80
05/02/2019	LAUTZENHISER'S STATIONERY	12325	Community Services, Mar '19	100-155-620000	326.32
05/02/2019	GEMINI TIMING	1235	Office Supplies, City Clerk, Apr '19	100-310-695507	8,000.00
05/02/2019	FIRST AMERICAN TITLE COMPANY	1250-1250100135	Marathon	100-355-700100	400.00
05/02/2019	HR GREEN PACIFIC, INC.	125872	City Engineering, Public Services, Mar '19	100-225-700000	14,010.00
05/02/2019	HR GREEN PACIFIC, INC.	125873	Building Services, Community Development, Mar '19	100-225-700000	8,864.22
05/02/2019	ICF JONES & STOKES, INC.	137210	Plan Check, Community Development, Mar '19	100-000-223003	2,500.00
05/02/2019	WEST COAST ARBORISTS, INC.	146473	Professional Services, ActivCare, Jan - Feb	100-355-720702	10,139.15
05/02/2019	WEST COAST ARBORISTS, INC.	146474	Tree Trimming Services, Mar '19	100-355-720702	3,889.90
05/02/2019	WEST COAST ARBORISTS, INC.	147051	Tree Trimming Services, Mar '19	100-355-720702	587.00
05/02/2019	NEOPOST INC.	15712927	Tree Trimming Services, Apr '19	100-155-625000	193.94
05/02/2019	JOE A. GONSALVES & SON	157371	Postage Meter Supplies, Apr '19	100-155-700020	2,900.00
05/02/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	18dsbfee2097	Legislative Services, May '19	100-355-720400	41.75
05/02/2019	HARTZOG & CRABILL, INC.	19-0209	Street Maintenance, Apr '19	100-355-700101	3,061.71
05/02/2019	HARTZOG & CRABILL, INC.	19-0209	Traffic Signal Mgmt Services & CIP # 168	100-600-790600	230.00
05/02/2019	LOCAL GOVERNMENT PUBLICATIONS	19-336	Traffic Signal Mgmt Services & CIP # 168	100-225-626000	143.56
05/02/2019	DIAMOND ENVIRONMENTAL SERVICES	1992628	Publication, Community Development, Mar '19	100-000-140000	1,509.95
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2291796-0	Program Expense, 4th of July Event	100-195-621000	185.64
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2291796-0	Computer, Office & Operating Supplies, Apr '19	100-310-620500	44.55
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2291796-0	Computer, Office & Operating Supplies, Apr '19	100-310-622005	89.04
05/02/2019	NUVIS LANDSCAPE ARCHITECTURE	22925	Computer, Office & Operating Supplies, Apr '19	100-000-223002	77.50
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2293536-0	Plan Check Fee, Oakbrook Village, Feb '19	100-195-621000	99.12
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2296214-0	Computer Supplies, Apr '19	100-310-622005	64.72
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2298020-0	Operating Supplies, Apr '19	100-195-621000	391.10
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2298021-0	Computer Supplies, Apr '19	100-310-620500	181.47
05/02/2019	COMPLETE OFFICE OF CALIFORNIA	2300683-0	Office Supplies, Apr '19	100-310-622005	64.72
05/02/2019	NUVIS LANDSCAPE ARCHITECTURE	23039	Operating Supplies, Apr '19	100-000-223002	1,007.50
05/02/2019	STONE IMAGERY	25030	Miscellaneous Landscape, Mar '19	100-155-620000	86.20
05/02/2019	HINDERLITER, DE LLAMAS & ASSOC., INC.	30948-IN	Office Supplies, Apr '19	100-155-700052	2,448.11
05/02/2019	GREEN MART, INC.	33077	Sales Tax 1stQtr , Audit Sales 3rd Qtr	100-355-622000	926.65
05/02/2019	DOCU-TRUST LAGUNA VAULT	36345	Operating Supplies, Public Services, Apr '19	100-155-700030	101.00
05/02/2019	COMPUTER SERVICE CO.	3917-19-0004	Offsite Data Storage, Apr '19	100-355-720420	4,805.65
			Traffic Signal Maintenance, Apr '19		

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05/02/2019	COMPUTER SERVICE CO.	3917-19-01001	Traffic Signal Maintenance, Apr '19	100-355-720420	2,581.10
05/02/2019	CANON SOLUTIONS AMERICA	4028847619	Copier Usage, Community Services, Mar '19	100-195-641200	227.62
05/02/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA SPARKLETTES	420190367	Street Maintenance, Apr '19	100-355-720400	135.40
05/02/2019		4228482 042619	Operating Supplies, City Hall, Apr '19	100-195-622000	185.18
05/02/2019	ICMA	424819-042619	Membership, DR	100-310-610000	200.00
05/02/2019	LEFT COAST NOVELTIES	4269	Program Expense, 1/2 Marathan	100-310-695507	6,460.75
05/02/2019	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNFRSHIP	431269	Legal Advertising, Mar '19	100-155-624001	135.00
05/02/2019	ACCOMTEMPMS	53145465	Professional Services, Gen Gov, 3/25 -3/29	100-155-700050	812.80
05/02/2019	ACCOMTEMPMS	53210152	Professional Services, Gen Gov, 4/1 - 4/15	100-155-700050	747.40
05/02/2019	ACCOMTEMPMS	53241977	Professional Services, Gen Gov, 4/8 - 4/12	100-155-700050	747.40
05/02/2019	ALL CITY MANAGEMENT, INC.	60853	Crossing Guard Services, 03/24 - 04/06	100-420-720822	4,641.60
05/02/2019	WOODRUFF, SPRADLIN & SMART	62505	Professional Services Legal, Mar '19	100-000-120002	1,897.50
05/02/2019	WOODRUFF, SPRADLIN & SMART	62505	Professional Services Legal, Mar '19	100-000-223003	3,382.50
05/02/2019	WOODRUFF, SPRADLIN & SMART	62505	Professional Services Legal, Mar '19	100-155-700010	22,132.00
05/02/2019	WOODRUFF, SPRADLIN & SMART	62505	Professional Services Legal, Mar '19	100-155-700011	1,812.62
05/02/2019	NIEVES LANDSCAPE, INC.	65028	Miscellaneous Landscape, Apr '19	100-355-720700	1,097.25
05/02/2019	NIEVES LANDSCAPE, INC.	65061	Miscellaneous Landscape, Apr '19	100-355-720700	525.00
05/02/2019	JAMEY CLARK, INC.	71139	Park Repair, Public Services, Apr '19	100-355-720701	470.00
05/02/2019	JAMEY CLARK, INC.	71148	Park Repairs, Public Services, Apr '19	100-355-720701	191.25
05/02/2019	JAMEY CLARK, INC.	71155	Park Repairs, Public Services, Apr '19	100-355-720701	573.75
05/02/2019	JAMEY CLARK, INC.	71161	Graffiti Removal, Public Services, Apr '19	100-355-720500	200.25
05/02/2019	HOME DEPOT	8013655	Program Supplies, Community Services, Apr '19	100-310-695507	12.46
05/02/2019	MOBILE MINI, INC.	9006217159	Storage Rental, Community Center, 4/23 - 5/20	100-310-641000	82.97
05/02/2019	A SOURCE OF PRIDE	9109295	Operating Supplies, Apr '19	100-195-622000	39.87
05/02/2019	STUDIO TWO BLACK	941123	Printing Services, Apr '19	100-195-623000	188.56
05/02/2019	STUDIO TWO BLACK	94120	Printing Services, Apr '19	100-195-623000	281.38
05/02/2019	STUDIO TWO BLACK	94121	Printing Services, Apr '19	100-195-623000	133.33
05/02/2019	DATA TICKET, INC.	99536	Process Fee, Parking Citations, Mar '19	100-420-720823	625.22
05/02/2019	MORENO, JESSICA	FRD-0176	Refund, Facility Deposit, R# 1032423.002	100-000-222000	500.00
05/02/2019	MARTINEZ, VIRGINIA	FSD-0003	Refund, Security Rental Deposit, R# 1032034.002	100-000-220500	392.00
05/02/2019	PEREZ, MARIA	FSD-0004	Refund, Facility Security Deposit, R# 1031620.002	100-000-220500	343.00
05/02/2019	MOTA, ERICA	FSD-0005	Refund, Facility Security Deposit, R# 031832.002	100-000-220500	308.76
05/02/2019	BARRAZA, MARIA	FSD-0006	Refund, Security Rental Deposit, R# 1029565.002	100-000-220500	343.00

Attachment: Warrant Register - Payables Detail Report - May 14, 2019 (1853 : Approval of Warrant Register for May 14, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 03/29/2019 - 05/02/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
05/02/2019	SUAREZ, RAFAEL	FSD-0007	Refund, Security Rental	100-000-220500	343.00
05/02/2019	QUIROZ, DIANA	FSD-0008	Deposit, R# 1029680.002		
05/02/2019	RAMIREZ, BIBIANA	FSD-0009	Refund, Security Rental	100-000-220500	294.00
05/02/2019	SINTA DESIGN	lhbm_042619	Deposit, R# 1031221.002		
05/02/2019	PARKING VIOLATIONS OC	MAR 19	Refund, Security Rental	100-000-220500	392.00
05/02/2019	TREASURER-TAX COLLECTOR		Deposit, R# 1031607.002		
			Program Expense, 1/2	100-310-695507	1,907.50
			Marathon		
			Parking Fee Surcharge, Mar	100-420-720823	2,476.50
Fund 100 - GENERAL FUND Total:					1,891,023.92
Fund: 221 - SENIOR MOBILITY PROGRAM					
05/02/2019	CALIFORNIA YELLOW CAB	03406019	Senior Mobility Program, Mar '19	221-310-720000	1,762.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,762.00
Fund: 307 - C & D FORFEITED DEPOSITS					
04/11/2019	PRINTEX PRINTING AND	19085 (1)	Printing, Recycling Education	307-355-620000	848.90
04/11/2019	GRAPHICS INC.				
04/11/2019	ECONOMICS, INC.	2017-2018.21	Professional Services,	307-355-700000	4,287.50
04/11/2019	VO, MICKEY	CD-368-COM-7-18-17002	Recycling Program, Mar '19		
			Refund, C&D Deposit, CR #	307-000-436000	749.70
			1979		
Fund 307 - C & D FORFEITED DEPOSITS Total:					5,886.10
Fund: 312 - CASp					
05/02/2019	DIVISION OF THE STATE	033119	Disability Access Fees, Jan -	312-000-442000	(1,292.40)
	ARCHITECT STATE OF		Mar '19		
	CALIFORNIA				
Fund 312 - CASp Total:					(1,292.40)
Fund: 451 - LIABILITY SELF-INSURANCE					
04/11/2019	ECLIPSE MESSENGER SERVICE, INC	217158	Delivery Services, 3/16 - 3/31	451-155-700011	45.91
05/02/2019	WOODRUFF, SPRADLIN & SMART	62505	Professional Services Legal, Mar '19	451-155-700011	1,222.00
Fund 451 - LIABILITY SELF-INSURANCE Total:					1,267.91
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
04/11/2019	CIVIL SOURCE, INC.	119630	Professional Fees, CIP # 410	600-000-490100	(392.00)
04/11/2019	CIVIL SOURCE, INC.	119630	Professional Fees, CIP # 410	600-254-950410	392.00
04/11/2019	CALIFORNIA DEPARTMENT OF TRANS	19006924	Professional Fees, CIP # 168-G	600-000-490100	(6,875.00)
04/11/2019	CALIFORNIA DEPARTMENT OF TRANS	19006924	Professional Fees, CIP # 168-G	600-251-950168	6,875.00
04/11/2019	HARTZOG & CRABILL, INC.	19-0156	Traffic Signal Mgmt Services, CIP #s 168-G & J	600-000-490100	(287.50)
04/11/2019	HARTZOG & CRABILL, INC.	19-0156	Traffic Signal Mgmt Services, CIP #s 168-G & J	600-251-950168	287.50
04/11/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190616	South OC, Watershed	600-000-490100	(7,267.13)
04/11/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190616	Monitoring, CIP # 410	600-254-950410	7,267.13
04/11/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190671	South OC, Watershed	600-000-490100	(61,746.26)
04/11/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190671	Annual NPDES Cost, CIP # 410	600-000-490100	61,746.26
05/02/2019	HARTZOG & CRABILL, INC.	19-0209	Annual NPDES Cost, CIP # 410	600-254-950410	61,746.26
05/02/2019	HARTZOG & CRABILL, INC.	19-0209	Traffic Signal Mgmt Services & CIP # 168	600-000-490100	-230.00
			Traffic Signal Mgmt Services & CIP # 168	600-251-950168	230.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					1,898,647.53

Attachment: Warrant Register - Payables Detail Report - May 14, 2019 (1853 : Approval of Warrant Register for May 14, 2019)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,891,023.92	1,891,023.92
221 - SENIOR MOBILITY PROGRAM	1,762.00	1,762.00
307 - C & D FORFEITED DEPOSITS	5,886.10	5,886.10
312 - CASp	(1,292.40)	(1,292.40)
451 - LIABILITY SELF-INSURANCE	1,267.91	1,267.91
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	1,898,647.53	1,898,647.53

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	818.52	818.52
100-000-120002	Accounts Receivable- Png	6,880.97	6,880.97
100-000-140000	Pre-paid Expenditures	1,509.95	1,509.95
100-000-201005	Unclaimed Checks	500.00	500.00
100-000-220444	EncroachmentGrading	930.00	930.00
100-000-220500	Security Rental	2,415.76	2,415.76
100-000-221001	SMIP - Residential	113.30	113.30
100-000-221002	SMIP - Commercial	1,020.18	1,020.18
100-000-221011	Building Standards Fee	382.00	382.00
100-000-221012	SB1186 ADA	1,456.00	1,456.00
100-000-222000	Refundable Deposits	3,000.00	3,000.00
100-000-223002	Plan App Deposit-SHEA PI	1,085.00	1,085.00
100-000-223003	Plan App Deposit-ActivCa	7,623.48	7,623.48
100-000-227001	SecurityDeposit-WasteRe	4,828.85	4,828.85
100-000-228001	Swimming Pool Bonds	1,000.00	1,000.00
100-000-442000	Building Related Permits	1,060.58	1,060.58
100-155-610000	Memberships and Dues E	270.00	270.00
100-155-611000	Training and Education	602.00	602.00
100-155-612000	Travel, Conferences & Me	4,571.45	4,571.45
100-155-613000	Mileage Reimbursement	97.15	97.15
100-155-613100	Vehicle-Fuel	180.41	180.41
100-155-620000	Office Supplies	412.52	412.52
100-155-622000	Operating Supplies	225.50	225.50
100-155-624001	Advertising - Legal	135.00	135.00
100-155-625000	Postage & Delivery	341.63	341.63
100-155-626000	Subscriptions & Books	244.29	244.29
100-155-700000	Professional Services	75.00	75.00
100-155-700010	Legal Services-General Co	22,132.00	22,132.00
100-155-700011	Legal Services-Litigation	1,812.62	1,812.62
100-155-700020	Professional Services - Lol	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Cle	101.00	101.00
100-155-700050	Professional Services- Fini	2,307.60	2,307.60
100-155-700052	Compliance Audit Service:	2,448.11	2,448.11
100-155-700053	Compliance Audit Service:	2,700.00	2,700.00
100-155-720000	Contract Services	1,494.80	1,494.80
100-195-611000	Training and Education	909.51	909.51
100-195-617000	Recruitment	18.87	18.87
100-195-620000	Office Supplies	871.63	871.63
100-195-621000	Computer Supplies	675.86	675.86
100-195-622000	Operating Supplies	768.38	768.38
100-195-623000	Printing	603.27	603.27
100-195-625000	Postage & Delivery	1,000.00	1,000.00
100-195-630000	Telephone & Communica	3,643.69	3,643.69
100-195-641000	Rent/Lease - Equipment	500.75	500.75
100-195-641200	Rent/Lease - Copier	1,249.24	1,249.24
100-195-700090	Computer Consulting Ser	2,047.01	2,047.01
100-195-720050	Contract Serv-Software St	12,419.07	12,419.07

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Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-195-940000	Computer Hardware & So	587.23	587.23
100-225-613100	Vehicle-Fuel	52.12	52.12
100-225-622000	Operating Supplies	220.27	220.27
100-225-623000	Printing	1,453.17	1,453.17
100-225-626000	Subscriptions & Books	428.34	428.34
100-225-700000	Professional Services	26,374.22	26,374.22
100-225-720050	Contract Serv-Software St	1,424.00	1,424.00
100-310-610000	Memberships and Dues E	645.00	645.00
100-310-613000	Mileage Reimbursement	95.70	95.70
100-310-620500	Office Supplies - Comm Cl	226.02	226.02
100-310-622005	Operating Supplies Comrr	218.48	218.48
100-310-622100	Operating Supplies - Unifr	304.61	304.61
100-310-622500	Supplies-Program Service	77.69	77.69
100-310-622501	Supplies-Youth Leagues	137.71	137.71
100-310-622502	Supplies-Adult Leagues	180.00	180.00
100-310-624500	Advertising-Program Serv	40.00	40.00
100-310-626000	Subscriptions & Books	146.32	146.32
100-310-630100	Phone & Communication	80.14	80.14
100-310-631100	Utilities - Electric Comm C	8,388.79	8,388.79
100-310-635100	Utilities - Water Comm Ct	986.54	986.54
100-310-641000	Rent/Lease - Equipment	165.94	165.94
100-310-695500	Special Events-Program Si	1,450.00	1,450.00
100-310-695501	Day Camps & Build A Fort	191.80	191.80
100-310-695502	Special Needs Program	212.26	212.26
100-310-695507	Marathon 5k	26,272.68	26,272.68
100-310-721500	Contract Services-Prograr	14,584.50	14,584.50
100-355-610000	Memberships and Dues E	550.00	550.00
100-355-611000	Training and Education	1,540.06	1,540.06
100-355-613100	Vehicle-Fuel	268.59	268.59
100-355-622000	Operating Supplies	926.65	926.65
100-355-623000	Printing	56.42	56.42
100-355-630000	Telephone & Communica	20.72	20.72
100-355-631000	Utilities - Electric	8,888.31	8,888.31
100-355-631400	Electric-Street Lights/Sign	41,179.89	41,179.89
100-355-631900	UtilitiesElectricOnBillFinar	11,896.25	11,896.25
100-355-635000	Utilities - Water	20,480.92	20,480.92
100-355-646100	Maint & Repairs - Vehicle:	69.63	69.63
100-355-700100	City Engineer	400.00	400.00
100-355-700101	Traffic Engineer	5,548.05	5,548.05
100-355-700255	Improvement Inspection	10,877.50	10,877.50
100-355-720400	Street Maintenance	15,450.27	15,450.27
100-355-720410	Street Sweeping	11,173.97	11,173.97
100-355-720420	Traffic Signal Maintenanc	16,309.72	16,309.72
100-355-720500	Graffiti Removal	1,369.25	1,369.25
100-355-720700	Landscape Maintenance C	96,918.03	96,918.03
100-355-720701	Parks Contract Repair	3,924.15	3,924.15
100-355-720702	Tree Maintenance	14,616.05	14,616.05
100-420-611000	Training and Education	240.00	240.00
100-420-613100	Vehicle-Fuel	86.85	86.85
100-420-622000	Operating Supplies	53.88	53.88
100-420-720800	General Law Enforcement	1,348,219.66	1,348,219.66
100-420-720822	Crossing Guard Services	9,283.20	9,283.20
100-420-720823	Parking Citation Processin	3,101.72	3,101.72
100-420-720835	Fingerprint Identification	1,272.00	1,272.00
100-420-930000	Furniture	2,177.81	2,177.81
100-600-790600	Transfers Out - Capital Im	76,797.89	76,797.89
221-310-720000	Contract Services	1,762.00	1,762.00
307-000-436000	Recycling Revenues	749.70	749.70

Attachment: Warrant Register - Payables Detail Report - May 14, 2019 (1853 : Approval of Warrant Register for May 14, 2019)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
307-355-620000	Office Supplies	848.90	848.90
307-355-700000	Professional Services	4,287.50	4,287.50
312-000-442000	Building Related Permits	(1,292.40)	(1,292.40)
451-155-700011	Legal Services-Litigation	1,267.91	1,267.91
600-000-490100	Transfer In- General Fund	(76,797.89)	(76,797.89)
600-251-950168	TrafficSignalImprovCoordi	7,392.50	7,392.50
600-254-950410	NPDES Permit & Fees	69,405.39	69,405.39
	Grand Total:	1,898,647.53	1,898,647.53

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,898,647.53	1,898,647.53
Grand Total:	1,898,647.53	1,898,647.53



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Third Quarter Financial & Treasurer's Report for Fiscal Year 2018/2019

RECOMMENDATION: That the City Council receive and file the Third Quarter Financial and Treasurer's Report for Fiscal Year 2018/2019.

SUMMARY:

Attached to this report is the City of Laguna Hills Quarterly Financial Report for the Third Quarter of Fiscal Year 2018/19. The information presented in the Quarterly Financial Report provides the City Council and City management with the results of the City's financial operations for the 2018/2019 Fiscal Year through March 31, 2019, for all governmental funds. At this time, there are no material deviations or significant variances to report. The total fund balance at the end of the second quarter for all governmental funds totaled \$8,943,863. The Quarterly Financial Report also contains a condensed Treasurer's Investment Report as of March 31, 2019, on Page 6. The City's total portfolio of \$9,485,045 at the end of the third quarter for all fund types is invested in authorized securities. The City's investment policy approved by City Council Resolution is the prevailing guideline in managing investments.

ATTACHMENTS:

- Quarterly Financial Report - Third Quarter, Fiscal Year 2018/19



CITY OF LAGUNA HILLS

Quarterly Financial Report

Third Quarter FY 2018/19

The following unaudited financial information summarizes the City's overall financial activity for the current fiscal year through March 31, 2019. Financial analysis for this report is provided for the General Fund, Capital Improvement Program, Debt Service, and other City governmental funds, and is intended to provide the City Council and the public with a summary overview of the City's general fiscal condition through March 31, 2019.

A Summary of Funding Sources and Uses for the nine months ended March 31, 2019, is presented in the table below. As of March 31, 2019, the City received roughly 61% of its revenue projection and expended 74% of its projected total funding uses.

Summary of Funding Sources & Uses For the Nine Months Ended March 31, 2019

	Year-To-Date Actual	Budget	YTD % of Budget
<i>Funding Sources</i>	\$ 14,541,009	\$ 23,897,627	61%
<i>Funding Uses</i>	16,905,354	22,912,998	74%
<i>Net Change</i>	(\$2,364,345)	\$ 984,629	

The Comparative Statement of Operations for Governmental Funds, on page 3, shows the detail of the year-to-date actual financial activity in relation to the Amended Budget. Year-to-date financial activity for all governmental funds through March 31, 2019, reports expenditures exceeding revenues by approximately \$2.4 million, which is typical of the governmental funds for the same period in previous fiscal years. As of March 31, 2019, the City received roughly \$14.5 million in total funding sources and spent roughly \$17 million in total funding uses.

Interpreting the information presented herein requires consideration of the cash flow fluctuations of revenues and expenditures. With three quarters of the fiscal year complete, total funding sources for all governmental funds was 61% of budget and funding uses was at 74% of budget. Expenditures are reported when payments are made and revenues are reported when payment is received. There are a number of revenue and expenditures items that would show significant deviation if a straight-line comparison was applied. In a straight-line approach, one would expect line items to approximate 75% of budget by the end of the third quarter. However, the timing of many revenue and expenditure transactions do not occur at uniform times or at equal intervals over the course of the fiscal year. Consequently, although the third quarter represents 75% of the fiscal year, not all line items will be at 75% of the budget. Thus, the YTD as a percentage of budget shown in this report does not necessarily indicate material deviations or budget variances. With this perspective in mind, given anticipated payment schedules and past trends, there are no significant budget variances to report at this time.

Funding Sources

The City's total funding sources comprise of general fund revenues, special fund revenues, and other financing sources. At the end of the third quarter, total funding sources were approximately \$14.5 million, or 61% of budget.

GENERAL FUND REVENUES

General Fund Revenues are utilized primarily to finance the City's general governmental activities. At quarter end, general fund revenues totaled \$12,903,442 or 60% of budget. Receipts of Property Tax came in at \$6,500,266, or 60% of budget. Intergovernmental Revenues, which includes sales tax revenue, were \$3,726,267, or 67% of budget. The recording of these revenue sources comply with GASB 33 which addresses the timing of recognition of non-exchange transactions, e.g. taxes and fines. Revenues from non-exchange transactions, such as property and sales tax, received in the first two months of this fiscal year were accrued in the prior fiscal year. Franchise fees from utility companies and transient occupancy tax comprise Franchise Taxes, which came in at \$1,182,173, or 42% of budget. These receipts lag at least a quarter and no accrual was made at quarter end. Revenues from Licenses & Permits, \$638,233, and Charges for Services, \$702,722, are dependent upon development activities and came in at 80% and 64% of budget, respectively. Fines and Forfeitures, which includes parking and vehicle fines, ended the quarter at 81% of budget, at \$153,780.

SPECIAL REVENUES AND GRANTS

Many of the Special Revenue funding sources are tied in with the City's Capital Improvement Plan. The receipts of funding sources for certain capital projects typically lag behind the spending on the projects, as the claims are applied for during construction or after project-completion. At the end of the third quarter, special revenues receipts totaled \$1,502,078, or 64% of budget. The \$140,000 from Community Development Block Grant (CDBG) is pass-through funding that is utilized to fully fund the public facility improvements at the Florence Sylvester Memorial Senior Center.

OTHER FUNDING SOURCES

Interest income of \$135,489 ended the quarter at 142% of budget, reflecting rising interest rates over projection.

Funding Uses

The City's total funding uses consist of the City's Operating Expenditures, outlay for Capital Improvement projects, debt charges and expenditures for grant related programs. At the end of the third quarter, total funding uses were approximately \$17 million, which was 74% of budget.

OPERATING EXPENDITURES

At the end of the third quarter, operating expenditures totaled roughly \$14.2 million, which represents 72% of the total operating budget. While total operating expenditures came in at 72% of budget, the spending level for Non-Departmental came in much higher, at 83% of its budget, due to annual insurance premiums paid in full at the onset of the fiscal year, as well as annual IT related maintenance contracts.

CAPITAL IMPROVEMENT PLAN (CIP)

CIP expenditures totaled \$272,473, or 21% of budget, at the end of the third quarter. All budget capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

The following table lists the YTD expenditures for capital projects by type as of March 31, 2019.

Capital Improvement Program For the 9 Months Ended, March 31, 2019	
Streets, Signals & Lighting	\$ 9,570
Flood Control & Water Quality	174,649
Parks	88,067
Public Facilities	187
Total \$	272,473

OTHER FUNDING USES

As of the end of the third quarter, payments for debt service totaled \$1,792,922, the total payable this fiscal year. Use of Reserves totaled \$439,531, which is over budget as a result of unanticipated cost of litigation. Expenditures of \$140,000 in the CDBG Fund reflect the pass-through funding of facility improvements at the Florence Sylvester Memorial Senior

CITY OF LAGUNA HILLS
COMPARATIVE STATEMENT OF OPERATION - GOVERNMENTAL FUNDS
FOR THE 9 MONTHS ENDED, MARCH 31, 2019

	FY 2018/19			FY 2017/18		
	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET
FUNDING SOURCES						
General Fund Revenues						
Property Tax	\$ 6,500,266	\$ 10,916,716	60%	\$ 6,587,878	\$ 10,595,386	62%
Intergovernmental Revenues	3,726,267	5,578,000	67%	3,506,634	5,900,250	59%
Franchise & Transient Occupancy Tax	1,182,173	2,803,425	42%	1,233,027	2,713,239	45%
Licenses and Permits	638,233	800,000	80%	653,794	1,050,000	62%
Charges for Current Services	702,722	1,094,000	64%	719,998	1,091,842	66%
Fines & Forfeitures	153,780	190,000	81%	157,686	246,000	64%
Total General Fund Revenues	12,903,442	21,382,141	60%	12,859,016	21,596,717	60%
Special Revenue Funds						
Gas Tax - HUTA	393,074	697,429	56%	501,375	920,868	54%
Gas Tax -SB1 RMRA	334,724	527,571	63%	386,509	570,658	68%
Measure M2 Fair Share	418,935	590,060	71%	45,250	-	-
Measure M2 - Competitive	-	300,000	-	19,535	40,000	49%
AB 2766 Fund	19,808	40,000	50%	-	-	-
CDBG	140,000	-	-	-	-	-
Quimby Act Fees	-	-	-	-	830,567	0%
Developer Traffic Impact Fees	-	-	-	-	5,832,228	0%
CASp	3,031	-	-	-	-	0%
Beverage Recycling Fund	-	8,300	0%	-	-	-
CR&R Recycling Fees	2,000	2,000	100%	-	2,000	0%
C&D Forfeited Deposits	22,701	30,000	76%	2,000	40,000	5%
Senior Mobility Program	26,159	35,126	74%	24,100	33,984	71%
Public Art Fund	-	-	-	-	127,420	0%
Law Enforcement Grants	141,646	100,000	142%	129,571	100,000	130%
Total Special Revenue Funding	1,502,078	2,330,486	64%	1,108,339	8,497,725	13%
Other Funding Sources						
Interest Income	135,489	85,000	159%	70,482	-	-
Distribution from Enterprise Fund	-	100,000	0%	-	50,000	0%
Total Other Funding Sources	135,489	185,000	-	70,482	50,000	-
TOTAL FUNDING SOURCES	\$ 14,541,009	\$ 23,897,627	61%	\$ 14,037,837	\$ 30,144,442	47%
FUNDING USES						
Operating Expenditures						
General Government	\$ 1,561,862	2,400,264	65%	\$ 1,825,984	\$ 2,832,799	64%
Non-Departmental	900,196	1,085,875	83%	956,075	1,232,010	78%
Community Development	764,739	1,302,329	59%	914,134	1,446,568	63%
Public Services	3,277,983	4,400,954	74%	2,951,277	4,384,685	67%
Community Services	1,412,197	2,064,096	68%	1,435,095	2,130,520	67%
Police Services	6,289,867	8,411,971	75%	6,304,385	8,393,820	75%
Total Operating Expenditures	14,206,845	19,665,489	72%	14,386,950	20,420,402	70%
Capital Improvement Program	272,473	1,270,000	21%	603,016	2,333,298	26%
Other Funding Uses						
Debt Charges	1,792,922	1,790,881	100%	1,787,428	1,785,387	100%
Use of Reserves	439,531	50,000	879%	96,171	80,178	120%
Public Art Fund	5,792	-	-	-	-	-
CDBG Fund	140,000	-	-	-	-	-
Senior Mobility Program	16,328	44,000	37%	20,192	43,500	46%
Beverage Recycling	-	8,300	0%	-	34,707	0%
CR&R Recycling Fund	-	2,000	0%	1,033	2,000	52%
Forfeited C&D Deposits	31,463	82,328	38%	50,082	97,000	52%
Total Other Funding Uses	2,426,036	1,977,509	123%	1,955,483	2,042,772	96%
TOTAL FUNDING USES	\$ 16,905,354	\$ 22,912,998	74%	\$ 16,945,449	\$ 24,796,472	68%
NET CHANGE IN FUND BALANCE	\$ (2,364,345)	\$ 984,629		\$ (2,907,612)	\$ 5,347,970	

CITY OF LAGUNA HILLS
ABRIDGED BALANCE SHEET - GOVERNMENTAL FUNDS (UNAUDITED)
MARCH 31, 2019

ASSETS

Cash and investments	\$ 9,189,782
Receivables:	
Accounts	147,837
Interest	46,595
Prepaid items	<u>60,295</u>
Total assets	<u>\$ 9,444,509</u>

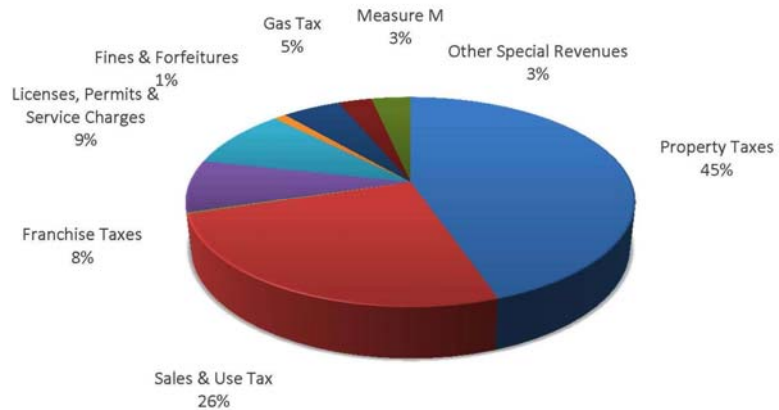
LIABILITIES AND FUND BALANCES

Liabilities:

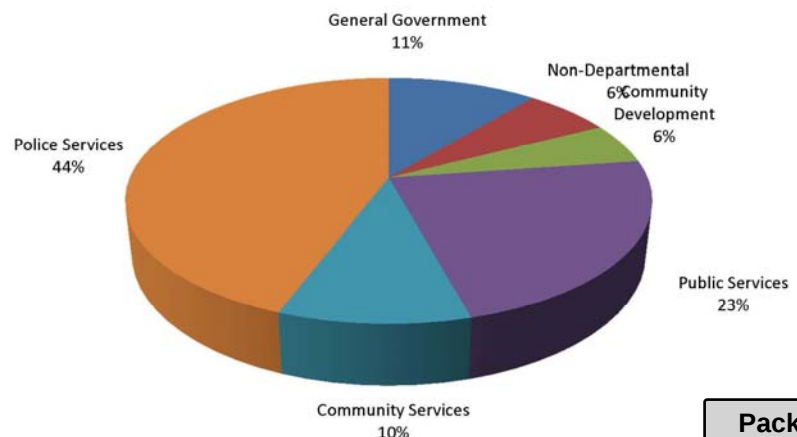
Accounts payable	\$ 56,593
Payroll and benefits	29,198
Refundable deposits	346,496
Deferred revenue	57,942
Trust accounts	<u>10,417</u>
Total liabilities	500,646
 Fund balances:	 <u>8,943,863</u>

Total liabilities and fund balances**\$ 9,444,509**

REVENUES -
General Fund &
Special Revenue Funds
FY 2018/19
As of 03/31/19



OPERATING
EXPENDITURES
FY 2018/19
As of 03/31/19



Below is a snapshot of the City's fund balance as of March 31, 2019. At the end of the third quarter of the current fiscal year, the City's total fund balance for its governmental funds stood at \$8,943,863. Additionally, an abridged balance sheet, which summarizes the City's assets and liabilities, is included on page 4 and reconciles the fund balance at quarter end. City-managed short-term idle funds, as well as debt service funds, are invested in approved securities.

CITY OF LAGUNA HILLS

GOVERNMENTAL FUNDS

STATEMENT OF WORKING FUNDS (UNAUDITED)

AS OF MARCH 31, 2019

Fund Balance

General Fund	\$ 7,324,872
Gas Tax	72,438
AB 2766 Fund	179,110
CARITS	1,221,817
Water Conservation	331,841
Senior Mobility Program	69,842
CASp	2,990
Beverage Recycling	21,757
CR&R Recycling	878
C&D Forfeited Deposits	82,400
Public Art Fund	79,069
Grants & Contributions	84,778
Debt Service	1,836,415
Total Beginning Fund Balance, as of July 1, 2018	11,308,208

Net Change in Fund Balance, as of March 31, 2019	(2,364,345)
--	-------------

Total Fund Balance, as of March 31, 2019	\$ 8,943,863
---	---------------------

Disposition of Working Funds

Total Cash and Demand Deposits	\$ 742,562
Total Investments	8,447,219
Total Cash and Investments	9,189,782
Receivables Net of Liabilities	(245,919)

Total Fund Balance, as of March 31, 2019	\$ 8,943,863
---	---------------------

The Quarter End Financial Management Report for the Third Quarter of Fiscal Year 2018-19 is hereby submitted. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. To the best of our knowledge and belief, the above information is reported in a manner that presents fairly the financial position and results of operation of the Governmental Funds of the City of Laguna Hills as of March 31, 2019.

TREASURER'S INVESTMENT REPORT - ALL FUNDS (CONDENSED)
FOR THE 3RD QUARTER ENDED MARCH 31, 2019

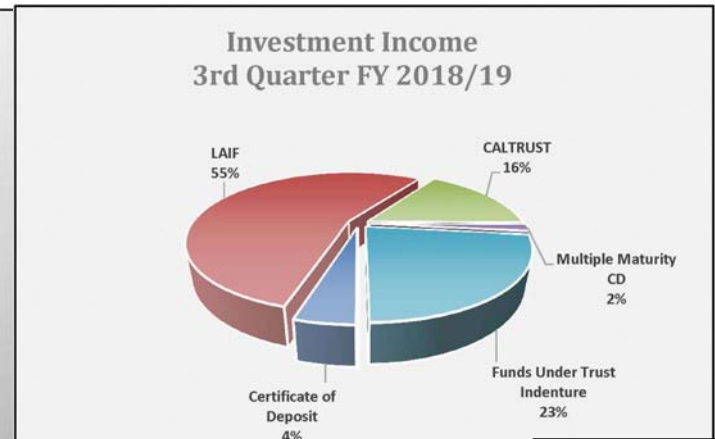
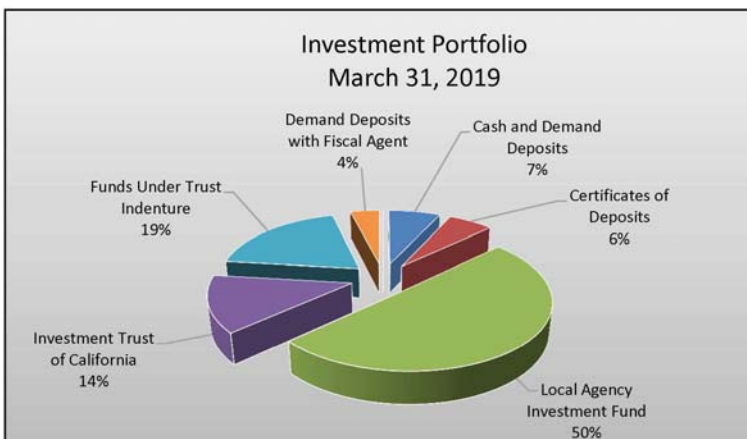
Cash and Investments by Type	Beginning Book Value	Deposits	Withdrawals	Ending Book Value	3rd Quarter Interest Income
Cash on Hand	\$ 2,000	\$ -	\$ -	\$ 2,000	\$ -
Demand Deposits	492,392	6,559,775	6,393,534	658,633	-
Certificates of Deposits	500,000	-	-	500,000	2,576
Multiple Maturity Certificates of Deposits	70,502	-	-	70,502	869
State Treasurer's Investment Fund (LAIF)	5,450,809	16,971	700,000	4,767,779	31,335
Investment Trust of CA (CalTRUST)	1,282,320	9,138	-	1,291,459	9,138
Debt Service Funds Under Trust Indenture	1,823,242	1,633,678	1,639,441	1,817,479	13,265
Demand Deposits with Custodial Agent	472,833	314,450	410,090	377,193	15
TOTAL	\$ 10,094,098	\$ 8,534,012	\$ 9,143,065	\$ 9,485,045	\$ 57,199

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

The following is the summary of the cash and investments for the 3rd quarter ended, as of March 31, 2019, compared with the same period of the previous fiscal year:

	March 31, 2019	March 31, 2018
Cash on hand	\$ 2,000	\$ 2,000
Pooled Deposits:		
Demand Deposits	1,035,826	826,058
Certificates of Deposits	570,502	570,502
Total Pooled Deposits	1,606,329	1,396,561
Pooled Investments:		
Local Agency Investment Fund	4,767,779	4,039,600
Investment Trust of California	1,291,459	1,263,462
Restricted Cash and Investments:		
Local Agency Investment Fund	1,814,906	1,820,163
Demand Deposits	2,573	808
Total Cash and Investments	\$ 9,485,045	\$ 8,522,593

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





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
 Deputy City Manager
ISSUE: Civic Center Third Quarter Financial Report for Fiscal Year 2018/2019

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

SUMMARY:

This Civic Center Third Quarter Financial Report for Fiscal Year 2018/2019 is intended to provide the City Council with an overview of the Civic Center leasing operation finances as of March 31, 2019.

The Abridged Balance Sheet and Income Statement Summary for the Laguna Hills Civic Center leasing operation are in Tables 1 & 2. As of March 31, 2019, the balance sheet shows equity of \$7,940,630.

Table 1: Abridged Balance Sheet
As of March 31, 2019

ASSETS	
Total Current Assets	\$ 322,580
Total Fixed Assets	\$ 7,673,511
TOTAL ASSETS	\$ 7,996,092
LIABILITY & EQUITY	
Total Current Liabilities	\$ 55,461
Total Equity	\$ 7,940,630
TOTAL LIABILITIES & EQUITY	\$ 7,996,092

Civic Center Third Quarter Financial Report for FY 18/19

May 14, 2019

Page 2

**Table 2: Income Statement Summary
For the Period Ended March 31, 2019**

	Actuals	Budgeted	Variance
Total Income	\$ 452,126	\$ 478,150	\$ (26,024)
Total Expenses	\$ 382,930	\$ 427,102	\$ (44,171)
NET INCOME/(LOSS)	<u>\$ 69,195</u>	<u>\$ 51,048</u>	

As shown in Table 2, Essex Realty, the management company for the property, reported a net income of \$69,195 for the nine months of leasing activity from July 1, 2018, to March 31, 2019. After adding back contra rent revenue associated with the City's occupied spaces, the effective net income for the quarter is \$481,669.

A detailed Balance Sheet, Income Statement, and Check Register for the three months of the quarter have been provided as attachments to this report.

ATTACHMENTS:

- Balance Sheet as of March 31, 2019
- Income Statement for the Period Ending March 31, 2019
- Check Register for January, February, and March 2019

Database: ESSEXREALTY
 ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
 Date: 4/4/2019
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Accrual

Report includes an open period. Entries are not final.

Mar 2019

ASSETS

CURRENT ASSETS

Cash - Operating	169,623.90
Cash - MMA	125,639.90

TOTAL CASH AND CASH EQUIVALENTS	295,263.80
--	-------------------

Accounts Receivable	7,088.61
Prepaid Insurance	20,228.05

NET ACCOUNTS RECEIVABLE	27,316.66
--------------------------------	------------------

TOTAL CURRENT ASSETS	322,580.46
-----------------------------	-------------------

FIXED ASSETS

Land	2,855,425.10
Building	3,344,613.52
Capital Improvements	9,996,485.29
Tenant Improvements	1,343,094.05
Lease Commissions	303,749.52
Accumulated Depreciation	(10,169,856.30)

TOTAL FIXED ASSETS	7,673,511.18
---------------------------	---------------------

TOTAL ASSETS	7,996,091.64
---------------------	---------------------

LIABILITIES & EQUITY

CURRENT LIABILITY

Prepaid Rent & CAM	4,371.40
Accrued Expenses	9,732.00
Security Deposits	41,358.00

TOTAL CURRENT LIABILITY	55,461.40
--------------------------------	------------------

LONG TERM LIABILITY

TOTAL LONG TERM LIABILITIES	0.00
------------------------------------	-------------

EQUITY

Current Yr Earnings	69,195.50
Distribution	(700,000.00)
Capital	6,064,688.39
Paid by Owner	8,940,638.49
Funds from Owner	1,686,863.71
Retained Earnings	(8,120,755.85)

TOTAL EQUITY	7,940,630.24
---------------------	---------------------

Attachment: Balance Sheet as of March 31, 2019 (1839 : Civic Center Third Quarter Financial Report for FY 18/19)

Database: ESSEXREALTY
 ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 2
 Date: 4/4/2019
 Time: 01:38 PM

Accrual

Report includes an open period. Entries are not final.

Mar 2019

TOTAL LIABILITIES & EQUITY

7,996,091.64

Database: ESSEXREALTY
 ENTITY: 742

Income Statement
Income Statement
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 2
 Date: 4/4/2019
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Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	9 Months
Thru:	Mar 2019	Mar 2019
Insurance	5,649.97	50,849.74
Insurance - Earthquake	1,092.71	12,420.14
Real Estate Taxes	0.00	5,594.94
TOTAL DIRECT OPERATING EXPENSES	33,209.16	357,655.45
NET OPERATING INCOME	12,604.56	94,423.47
OTHER INCOME & EXPENSES		
Advertising & Promotion	0.00	1,794.63
Legal Fees	0.00	2,407.50
Admin & Professional Exp.	450.00	3,925.87
Environmental Expense	0.00	186.00
Tenant Space Refurb	166.95	982.84
Repairs & Maint- Indirect	654.66	15,978.09
Interest Income	(4.82)	(46.96)
TOTAL OTHER INCOME & EXPENSES	1,266.79	25,227.97
NET INCOME/(LOSS)	11,337.77	69,195.50

Attachment: Income Statement for the Period Ending March 31, 2019 (1839 : Civic Center Third Quarter Financial Report for FY 18/19)

Database: ESSEXREALTY	CM Receivables Ledger	Page: 1
BLDG: 742	Essex Realty SaaS DB	Date: 4/4/2019
	CITY OF LAGUNA HILLS	Time: 01:39 PM
Occupancy Status: Current Inactive New	03/19 Through 03/19	
	Security Deposit Ending Balance through 03/19	

Building	Lease	Date	Category	SR	Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
----------	-------	------	----------	----	-------------	-------	--------	---------	---------------	---------	--------------

742-009435	ALEX J LLORENTE	ALEX J LLORENTE	(949) 859-5000	Master Occp Id: AJLLOREN-1
------------	-----------------	-----------------	----------------	----------------------------

Balance Forward	0.00
-----------------	------

Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
RNT Base Rent	6,060.55	0.00	0.00	0.00	0.00	0.00	0.00	
Total:	6,060.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00

742-003309	John J Anderson CPA	Janice Anderson	(949) 855-1262	Master Occp Id: Anderson-1
------------	---------------------	-----------------	----------------	----------------------------

Balance Forward	0.00
-----------------	------

742-006390	APPLE ONE EMPLOYMENT SERVICES	SHARON EXT 996016	800-872-2677	Master Occp Id: Apple On-1
------------	-------------------------------	-------------------	--------------	----------------------------

Balance Forward	0.00
-----------------	------

742-015818	BANC OF CALIFORNIA	Sima Parsa	(949) 236-5386	Master Occp Id: BANC OF-1
------------	--------------------	------------	----------------	---------------------------

Balance Forward	0.00
-----------------	------

742	015818	2/28/2019	RNT Base Rent	CR Receipt		4,970.38	-4,970.38	1281651	EFT
742	015818	3/1/2019	RNT Base Rent	CH AUTOCHRG @T3/31/2019		4,970.38	0.00		

Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
RNT Base Rent	4,970.38	0.00	4,970.38	4,970.38	0.00	0.00	0.00	
Total:	4,970.38	0.00	4,970.38	4,970.38	0.00	0.00	0.00	5,119.49

742-003297	Bridgestone/Firestone Inc.	Jim Nastof	(949) 598-5509	Master Occp Id: Bridgest-1
------------	----------------------------	------------	----------------	----------------------------

Balance Forward	0.00
-----------------	------

Attachment: Income Statement for the Period Ending March 31, 2019 (1839 : Civic Center Third Quarter

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
Date: 2/4/2019
Time: 06:57 PM

01/19 Through 01/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105190	1/23/2019	01/19	002761	BROADVIEW MORTGAGE CORP					
742		2100-0000	Security Deposits	016176_00001	1/22/2019	1/22/2019	8,567.55	0.00	8,567.55
@	Security Refund								
						<i>Check Total:</i>	<i>8,567.55</i>	<i>0.00</i>	<i>8,567.55</i>
105191	1/23/2019	01/19	002765	CARNO And CARLTON LLP					
742		4100-0000	Rent	014057_00001	1/23/2019	1/23/2019	933.69	0.00	933.69
@	Tenant Refunds								
						<i>Check Total:</i>	<i>933.69</i>	<i>0.00</i>	<i>933.69</i>
105192	1/23/2019	01/19	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-010519	1/5/2019	1/5/2019	95.00	0.00	95.00
@	0017601048511901	01/05/19-02/04/19 DSL for EMS							
						<i>Check Total:</i>	<i>95.00</i>	<i>0.00</i>	<i>95.00</i>
105193	1/23/2019	01/19	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742 0119MF	1/1/2019	1/31/2019	3,801.00	0.00	3,801.00
@	01/19 Mgmt Fee								
742		5305-0000	Mgmt Fee-Agent	742 1218MFR	12/31/2018	1/30/2019	443.45	0.00	443.45
@	12/18 Mgmt Fee Rec								
						<i>Check Total:</i>	<i>4,244.45</i>	<i>0.00</i>	<i>4,244.45</i>
105194	1/23/2019	01/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	97749-122618	12/26/2018	1/14/2019	3,531.06	0.00	3,531.06
@	2265197749	11/20/18-12/21/18 Mtr 259000-050223							
						<i>Check Total:</i>	<i>3,531.06</i>	<i>0.00</i>	<i>3,531.06</i>
105195	1/23/2019	01/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5160-0000	Cleaning Supplies	M1322444-IN	12/27/2018	12/27/2018	432.68	0.00	432.68
@	111	12/18 Supplies							
						<i>Check Total:</i>	<i>432.68</i>	<i>0.00</i>	<i>432.68</i>
105196	1/23/2019	01/19	AIRCO1	AIR CONTROL SYSTEMS INC					
742		5415-0000	HVAC Repair/Maint	INV-01712	4/30/2018	5/30/2018	386.50	0.00	386.50
@	A12407	Ste 210 potable wtr leak							
742		5415-0000	HVAC Repair/Maint	INV-07465	12/20/2018	1/19/2019	487.31	0.00	487.31

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 2
Date: 2/4/2019
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01/19 Through 01/19

Check # Entity Dept	Check Date P.O. Number Reference	Check Pd Account Number Description	Vendor ID Account Name	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
742	@ A12407	5415-0000	Cooling Twr rplce bleed valve	HVAC Repair/Maint	INV-07817	11/30/2018	12/30/2018	99.00	0.00	99.00
742	@ A12407	5415-0000	Svr Rm assess HVAC unit	HVAC Repair/Maint	INV-08349	12/17/2018	1/16/2019	188.50	0.00	188.50
742	@ A12407	5415-0000	Assess common area HVAC unit	HVAC Repair/Maint	INV-08508	12/28/2018	1/27/2019	668.22	0.00	668.22
742	@ A12407		City Ofcs leak check and rpr							
Check Total:								1,829.53	0.00	1,829.53
105197	1/23/2019	01/19	APSCRE	APSCREEN INC						
742	@	ESSEXREALTYLADER	7320-0000	Admin & Professional Exp.	10533	1/7/2019	1/17/2019	35.00	0.00	35.00
				Credit check for Joseph Dalu						
Check Total:								35.00	0.00	35.00
105198	1/23/2019	01/19	FIRESA	THE BRETHERN INC dba						
742	@	ACCT1965	5121-0000	Security-Fire Alarms	1058318	1/1/2019	1/31/2019	150.00	0.00	150.00
				01/19-03/19 FA Monitoring						
Check Total:								150.00	0.00	150.00
105199	1/23/2019	01/19	HATTOX	HATTOX DESIGN GROUP LLC						
742	@		7320-0000	Admin & Professional Exp.	1812101	12/20/2018	1/19/2019	1,557.50	0.00	1,557.50
				Design Fees- clerk k Recorder						
Check Total:								1,557.50	0.00	1,557.50
105200	1/23/2019	01/19	LIVIN1	DONALD GILBERT dba						
742	@		5562-0000	Landscaping-Interior	T81986	12/20/2018	1/19/2019	329.00	0.00	329.00
				01/19 Int Plant Svc						
Check Total:								329.00	0.00	329.00
105201	1/23/2019	01/19	MASTE5	MASTERCARE PROTECTION & CLEANING						
742	@		5485-0000	Floor & Carpet Rpr/Maint	28630	12/31/2018	1/30/2019	4,950.00	0.00	4,950.00
				12/18 AnnualCleaning Svc						
742	@		5485-0000	Floor & Carpet Rpr/Maint	28706	1/14/2019	2/13/2019	814.00	0.00	814.00
				01/19-03/19 Carpet Cln						
Check Total:								5,764.00	0.00	5,764.00

Attachment: Check Register for January, February, and March 2019 (1839 : Civic Center Third Quarter

Database: ESSEXREALTY
 ENTITY: 742

Check Register
 Essex Realty SaaS DB
 CITY OF LAGUNA HILLS

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01/19 Through 01/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105202	1/23/2019	01/19	MERCH1	MERCHANTS BULDING MAINTENANCE LLC					
742		5150-0000	Add'l Cleaning-DayPorter	514839	1/1/2019	1/1/2019	3,279.20	0.00	3,279.20
@	33013	01/19 Dayporter Svc							
						<i>Check Total:</i>	3,279.20	0.00	3,279.20
105203	1/23/2019	01/19	NIEVES	NIEVES LANDSCAPE INC					
742		5560-0000	Landscaping Contract	64523	1/1/2019	1/31/2019	2,400.00	0.00	2,400.00
@	01/19 Landscape Svc								
						<i>Check Total:</i>	2,400.00	0.00	2,400.00
105204	1/23/2019	01/19	SOUT39	JEFF ALEXANDER dba					
742		5565-0000	Fountain Maintenance	371-22	1/1/2019	1/31/2019	150.00	0.00	150.00
@	01/19 Fountain Svc								
						<i>Check Total:</i>	150.00	0.00	150.00
105205	1/23/2019	01/19	SOUT41	SOUTH COUNTY PLUMBING INC					
742		5460-0000	Plumbing Repairs/Supplies	14647	1/10/2019	2/9/2019	195.00	0.00	195.00
@	Ste 320 Rplc Sink P- Trap								
						<i>Check Total:</i>	195.00	0.00	195.00
105206	1/23/2019	01/19	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	1367094-A	12/7/2018	1/1/2019	100.00	0.00	100.00
@	348817	01/19 Sys Maint							
742		7333-0000	Repairs & Maint- Indirect	1367094-A	12/7/2018	1/1/2019	327.33	0.00	327.33
@	348817	01/19 Sys Maint							
						<i>Check Total:</i>	427.33	0.00	427.33
105207	1/23/2019	01/19	TSCMCO	TSCM CORPORATION					
742		5525-0000	Pkg Lot-Sweeping	1919097	1/1/2019	1/31/2019	221.00	0.00	221.00
@	01/19 Sweeping Svc								
						<i>Check Total:</i>	221.00	0.00	221.00
105208	1/25/2019	01/19	ATTCOR	ATT CORP					
742		5504-0000	Property Telephone	000012488510	1/15/2019	2/14/2019	492.85	0.00	492.85
@	9391060982	12/15/18-01/14/19 BAN 9391060982							

Attachment: Check Register for January, February, and March 2019 (1839 : Civic Center Third Quarter

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 4
Date: 2/4/2019
Time: 06:57 PM

01/19 Through 01/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
<i>Check Total:</i>							492.85	0.00	492.85
105209	1/25/2019	01/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	M1326292-IN	1/22/2019	1/22/2019	3,661.99	0.00	3,661.99
@	111	01/19 Janitorial Svc							
<i>Check Total:</i>							3,661.99	0.00	3,661.99
105210	1/25/2019	01/19	AIRCO1	AIR CONTROL SYSTEMS INC					
742		5415-0000	HVAC Repair/Maint	INV-09275	1/19/2019	2/18/2019	238.00	0.00	238.00
@	A12407	City ofcs leak inspection							
<i>Check Total:</i>							238.00	0.00	238.00
105211	1/25/2019	01/19	SKYLIN	CTJAMJT CORPORATION dba					
742		5490-0000	Pest Control	115559	1/19/2019	2/18/2019	75.00	0.00	75.00
@	3018	01/19 Pest Control							
<i>Check Total:</i>							75.00	0.00	75.00
105212	1/25/2019	01/19	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	R-00104383	1/10/2019	1/10/2019	100.00	0.00	100.00
@	348817	02/19 Sys Maint							
742		7333-0000	Repairs & Maint- Indirect	R-00104383	1/10/2019	1/10/2019	327.33	0.00	327.33
@	348817	02/19 Sys Maint							
<i>Check Total:</i>							427.33	0.00	427.33
105183	1/15/2019	01/19	ATTCOR	ATT CORP					
742		5504-0000	Property Telephone	000012344334	12/15/2018	1/14/2019	492.91	0.00	492.91
@	9391060982	11/15/18-12/14/18 BAN 9391060982							
<i>Check Total:</i>							492.91	0.00	492.91
105184	1/15/2019	01/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-121318	12/13/2018	1/3/2019	472.80	0.00	472.80
@	169922449540	11/13/18-12/13/18 Mtr 08956098							
<i>Check Total:</i>							472.80	0.00	472.80
105185	1/15/2019	01/19	ELTORO	EL TORO WATER DISTRICT					

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date			Amount	Amount	Amount
Dept	Reference	Description								
742		5502-0000	Water & Sewer	49542-121318	12/13/2018	1/3/2019		67.44	0.00	67.44
@	169922449542	11/13/18-12/13/18 Mtr 00036069								
							<i>Check Total:</i>	<i>67.44</i>	<i>0.00</i>	<i>67.44</i>
105186	1/15/2019	01/19	ELTORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer	49548-121318	12/13/2018	1/3/2019		276.60	0.00	276.60
@	169922449548	11/13/18-12/13/18 Mtr 08188857								
							<i>Check Total:</i>	<i>276.60</i>	<i>0.00</i>	<i>276.60</i>
105187	1/15/2019	01/19	PETTY7	PETTY CASH LADERA						
742		7305-0000	Advertising & Promotion	1218-PETTY	12/26/2018	1/25/2019		4.58	0.00	4.58
@	Decor for Holiday	Tenant Gifts								
							<i>Check Total:</i>	<i>4.58</i>	<i>0.00</i>	<i>4.58</i>
105188	1/15/2019	01/19	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General	06934-122118	12/21/2018	1/9/2019		2,275.81	0.00	2,275.81
@	2270506934	11/19/18-12/20/18 Mtr 259000-050224								
							<i>Check Total:</i>	<i>2,275.81</i>	<i>0.00</i>	<i>2,275.81</i>
105189	1/15/2019	01/19	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas	71474-010719	1/7/2019	1/28/2019		85.01	0.00	85.01
@	14430971474	12/03/18-01/03/19 Mtr 13001720								
							<i>Check Total:</i>	<i>85.01</i>	<i>0.00</i>	<i>85.01</i>
							<i>CITY OF LAGUNA HILLS Total:</i>	<i>42,712.31</i>	<i>0.00</i>	<i>42,712.31</i>
							<i>Grand Total:</i>	<i>42,712.31</i>	<i>0.00</i>	<i>42,712.31</i>

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105213	1/29/2019	02/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-011419	1/14/2019	2/4/2019	418.24	0.00	418.24
@	169922449540	12/13/18-01/14/19 Mtr 08956098							
						<i>Check Total:</i>	418.24	0.00	418.24
105214	1/29/2019	02/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49542-011419	1/14/2019	2/4/2019	67.44	0.00	67.44
@	169922449542	12/13/18-01/14/19 Mtr 00036069							
						<i>Check Total:</i>	67.44	0.00	67.44
105215	1/29/2019	02/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49548-011419	1/14/2019	2/4/2019	198.03	0.00	198.03
@	169922449548	12/13/18-01/14/19 Mtr 08188857							
						<i>Check Total:</i>	198.03	0.00	198.03
105216	1/29/2019	02/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	06934-012319	1/23/2019	2/11/2019	2,320.16	0.00	2,320.16
@	2270506934	12/20/18-01/22/19 Mtr 259000-050224							
						<i>Check Total:</i>	2,320.16	0.00	2,320.16
105217	1/31/2019	02/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	97749-012519	1/25/2019	2/13/2019	3,345.91	0.00	3,345.91
@	2265197749	12/21/18-01/23/19 Mtr 259000-050223							
						<i>Check Total:</i>	3,345.91	0.00	3,345.91
105218	1/31/2019	02/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5160-0000	Cleaning Supplies	M1327091-IN	1/24/2019	1/24/2019	552.18	0.00	552.18
@	111	01/19 Supplies							
						<i>Check Total:</i>	552.18	0.00	552.18
105219	1/31/2019	02/19	HATTOX	HATTOX DESIGN GROUP LLC					
742		7320-0000	Admin & Professional Exp.	1901103	1/17/2019	2/16/2019	262.50	0.00	262.50
@	Design Fees	Clerk	Recorder						
742		7320-0000	Admin & Professional Exp.	1901104	1/17/2019	2/16/2019	587.50	0.00	587.50
@	Design Fees	Clerk	Recorder						

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Check # Entity Dept	Check Date P.O. Number Reference	Check Pd Account Number Description	Vendor ID Account Name	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
<i>Check Total:</i>								850.00	0.00	850.00
105220	1/31/2019	02/19	LIVIN1	DONALD GILBERT dba						
742		5562-0000	Landscaping-Interior		T82078	1/20/2019	2/19/2019	329.00	0.00	329.00
@	02/19 Int Plant Svc									
<i>Check Total:</i>								329.00	0.00	329.00
105221	1/31/2019	02/19	ROSSCO	GRANT ROSS dba						
742		5450-0000	Painting		4507	1/20/2019	2/19/2019	800.00	0.00	800.00
@	Paint soffit north	entrance								
<i>Check Total:</i>								800.00	0.00	800.00
105222	2/13/2019	02/19	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent		742-0119MFR	1/1/2019	1/1/2019	19.60	0.00	19.60
@	01/19 Mgmt Fee Rec									
742		5305-0000	Mgmt Fee-Agent		742-0219MF	2/1/2019	2/1/2019	3,801.00	0.00	3,801.00
@	02/19 Mgmt Fees									
<i>Check Total:</i>								3,820.60	0.00	3,820.60
105223	2/13/2019	02/19	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas		71474-020519	2/5/2019	2/26/2019	80.13	0.00	80.13
@	14430971474	01/03/19-02/01/19 Mtr 13001720								
<i>Check Total:</i>								80.13	0.00	80.13
105224	2/13/2019	02/19	AIRCO1	AIR CONTROL SYSTEMS INC						
742		5415-0000	HVAC Repair/Maint		0000072279	12/28/2017	1/27/2018	413.45	0.00	413.45
@	0005287	Rpr svr rm unit								
742		5415-0000	HVAC Repair/Maint		0000072412	12/31/2017	1/30/2018	111.20	0.00	111.20
@	0005287	Ste 230 Cln out condensate line								
742		5415-0000	HVAC Repair/Maint		INV-03225	6/30/2018	7/30/2018	578.46	0.00	578.46
@	A12407	Ste 100 assess unit								
742		5415-0000	HVAC Repair/Maint		INV-04486	7/31/2018	8/30/2018	238.00	0.00	238.00
@	A12407	Admin off leak insp								
742		5415-0000	HVAC Repair/Maint		INV-09822	1/31/2019	3/2/2019	188.50	0.00	188.50
@	A12407	Ste 301 reset unit								
742		5415-0000	HVAC Repair/Maint		INV-03225	6/30/2018	7/30/2018	578.45	0.00	578.45

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
<i>Check Total:</i>								3,279.20	0.00	3,279.20
105231	2/13/2019	02/19	NIEVES	NIEVES LANDSCAPE INC						
742		5560-0000	Landscaping Contract	64704	2/1/2019	3/3/2019		2,400.00	0.00	2,400.00
@	02/19 Landscaping Sv c									
<i>Check Total:</i>								2,400.00	0.00	2,400.00
105232	2/13/2019	02/19	SOUT39	JEFF ALEXANDER dba						
742		5565-0000	Fountain Maintenance	371-23	2/1/2019	3/3/2019		150.00	0.00	150.00
@	02/19 Fountain Svc									
<i>Check Total:</i>								150.00	0.00	150.00
105233	2/13/2019	02/19	TSCMCO	TSCM CORPORATION						
742		5525-0000	Pkg Lot-Sweeping	2019098	2/1/2019	3/3/2019		221.00	0.00	221.00
@	02/19 Sweeping Svc									
<i>Check Total:</i>								221.00	0.00	221.00
105234	2/22/2019	02/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5130-0000	Cleaning Contract-Janitor	M1331802-IN	2/21/2019	2/21/2019		3,661.99	0.00	3,661.99
@	111		02/19 Janitorial Svc							
<i>Check Total:</i>								3,661.99	0.00	3,661.99
105235	2/22/2019	02/19	AIRCO1	AIR CONTROL SYSTEMS INC						
742		5415-0000	HVAC Repair/Maint	INV-10132	2/8/2019	3/10/2019		257.31	0.00	257.31
@	A12407		Rplc Capacitor Ste 260							
<i>Check Total:</i>								257.31	0.00	257.31
105236	2/22/2019	02/19	SKYLIN	CTJAMJT CORPORATION dba						
742		5490-0000	Pest Control	118027	2/13/2019	3/15/2019		75.00	0.00	75.00
@	3018		02/19 Pest Control							
<i>Check Total:</i>								75.00	0.00	75.00
105237	2/22/2019	02/19	STODD1	STODDARDS RESTORATION SERVICES INC						
742		5491-0000	Misc Repair/Maint	120492	2/14/2019	3/16/2019		2,225.00	0.00	2,225.00
@	02/18 Qrtly Wood		Maint Comm Areas							

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
<i>Check Total:</i>							2,225.00	0.00	2,225.00
105238	2/22/2019	02/19	STODD1	STODDARDS RESTORATION SERVICES INC					
742		7333-0000	Repairs & Maint- Indirect	120493	2/14/2019	3/16/2019	2,225.00	0.00	2,225.00
@	02/19 Qrtly Wood	Maint City Spcs							
<i>Check Total:</i>							2,225.00	0.00	2,225.00
105239	2/25/2019	02/19	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-020519	2/5/2019	2/5/2019	95.00	0.00	95.00
@	0017601048511901	02/05/19-03/04/19 DSL for EMS							
<i>Check Total:</i>							95.00	0.00	95.00
<i>CITY OF LAGUNA HILLS Total:</i>							56,959.21	0.00	56,959.21
<i>Grand Total:</i>							56,959.21	0.00	56,959.21

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105191	3/21/2019	03/19	002765	CARNO And CARLTON LLP	*** VOID ***	Voiced Check			
742		4100-0000	Rent	014057_00001	1/23/2019	1/23/2019	-933.69	0.00	-933.69
@	VOID								
						<i>Check Total:</i>	-933.69	0.00	-933.69
105240	3/5/2019	03/19	ATTCOR	ATT CORP					
742		5504-0000	Property Telephone	000012627175	2/15/2019	3/17/2019	556.37	0.00	556.37
@	9391060982	01/15/19-02/14/19	01/15/19-02/14/19 BAN 9391060982						
						<i>Check Total:</i>	556.37	0.00	556.37
105241	3/5/2019	03/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-021319	2/13/2019	3/6/2019	452.34	0.00	452.34
@	169922449540	01/14/19-02/13/19	Mtr 08956098						
						<i>Check Total:</i>	452.34	0.00	452.34
105242	3/5/2019	03/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49542-021319	2/13/2019	3/6/2019	67.44	0.00	67.44
@	169922449542	01/14/19-02/13/19	Mtr 00036069						
						<i>Check Total:</i>	67.44	0.00	67.44
105243	3/5/2019	03/19	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49548-021319	2/13/2019	3/6/2019	163.11	0.00	163.11
@	169922449548	01/14/19-02/13/19	Mtr 08188857						
						<i>Check Total:</i>	163.11	0.00	163.11
105244	3/5/2019	03/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	06934-022219	2/22/2019	3/13/2019	2,195.70	0.00	2,195.70
@	2270506934	01/22/19-02/21/19	Mtr 259000-050224						
						<i>Check Total:</i>	2,195.70	0.00	2,195.70
105245	3/5/2019	03/19	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	97749-022619	2/26/2019	3/18/2019	3,292.33	0.00	3,292.33
@	2265197749	01/23/19-02/22/19	Mtr 259000-050223						
						<i>Check Total:</i>	3,292.33	0.00	3,292.33

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
105246	3/14/2019	03/19	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-0319MF	3/1/2019	3/1/2019	3,801.00	0.00	3,801.00
@	03/19 Mgmt Fee								
						<i>Check Total:</i>	<i>3,801.00</i>	<i>0.00</i>	<i>3,801.00</i>
105247	3/14/2019	03/19	THEGAS	THE GAS COMPANY					
742		5500-0000	Gas	71474-030719	3/7/2019	3/27/2019	252.27	0.00	252.27
@	14430971474	02/01/19-03/05/19 Mtr 13001720							
						<i>Check Total:</i>	<i>252.27</i>	<i>0.00</i>	<i>252.27</i>
105263	3/19/2019	03/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5160-0000	Cleaning Supplies	M1333268-IN	2/26/2019	2/26/2019	718.10	0.00	718.10
@	111	02/19 Supplies							
742		5160-0000	Cleaning Supplies	M1333269-IN	2/26/2019	2/26/2019	191.13	0.00	191.13
@	111	02/19 Supplies - Addtl order							
742		4800-0000	Tenant Reimbursements	M1332604-IN	2/22/2019	2/22/2019	135.00	0.00	135.00
@	111	Ste 220 Carpet Cln							
						<i>Check Total:</i>	<i>1,044.23</i>	<i>0.00</i>	<i>1,044.23</i>
105264	3/19/2019	03/19	AIRCO1	AIR CONTROL SYSTEMS INC					
742		5415-0000	HVAC Repair/Maint	INV-10259	2/28/2019	3/30/2019	139.00	0.00	139.00
@	A12407	Assess server rm unit							
742		5415-0000	HVAC Repair/Maint	INV-10262	2/28/2019	3/30/2019	99.00	0.00	99.00
@	A12407	Ste 301 program t-stat							
742		5415-0000	HVAC Repair/Maint	INV-10318	2/28/2019	3/30/2019	588.88	0.00	588.88
@	A12407	Added refrigerant to svr rm unit							
742		5415-0000	HVAC Repair/Maint	INV-10751	3/16/2019	4/15/2019	544.36	0.00	544.36
@	A12407	Ste 310 Repipe drain line svr rm							
						<i>Check Total:</i>	<i>1,371.24</i>	<i>0.00</i>	<i>1,371.24</i>
105265	3/19/2019	03/19	AMTEC2	PACIFIC COAST ELEVATOR INC dba					
742		5435-0000	Elevator Contract Service	DVB06326319	2/20/2019	2/20/2019	1,571.70	0.00	1,571.70
@	320358	03/19-05/19 Elevator Svc							
						<i>Check Total:</i>	<i>1,571.70</i>	<i>0.00</i>	<i>1,571.70</i>
105266	3/19/2019	03/19	CBRI10	CB RICHARD ELLIS INC					

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
742		1260-0000	Lease Commissions	19-004450-01	2/21/2019	3/23/2019	4,600.28	0.00	4,600.28
@	Lease Rnwl Premier	Group Inter. 24031 203 06/19-05/22							
						<i>Check Total:</i>	<i>4,600.28</i>	<i>0.00</i>	<i>4,600.28</i>
105267	3/19/2019	03/19	CONTRO	CONTROLLED KEY SYSTEMS INC					
742		7330-0000	Tenant Space Refurb	WO-0003488	2/28/2019	3/30/2019	166.95	0.00	166.95
@	Ste 203 Rekey 8	copies							
						<i>Check Total:</i>	<i>166.95</i>	<i>0.00</i>	<i>166.95</i>
105268	3/19/2019	03/19	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-030519	3/5/2019	3/5/2019	95.00	0.00	95.00
@	0017601048511901	03/05/19-04/04/19 DSL for EMS							
						<i>Check Total:</i>	<i>95.00</i>	<i>0.00</i>	<i>95.00</i>
105269	3/19/2019	03/19	ECOGRE	ECOGREEN SOLUTIONS INC					
742		5465-0000	Electrical Repair/Maint	800191	1/29/2019	2/28/2019	125.00	0.00	125.00
@	Ste 150 Rpr light in	chapel							
						<i>Check Total:</i>	<i>125.00</i>	<i>0.00</i>	<i>125.00</i>
105270	3/19/2019	03/19	GALEFO	GALE FORCE PROPERTY MAINTENANCE INC					
742		5445-0000	Waterproofing & Roofing	23410	2/13/2019	3/15/2019	495.00	0.00	495.00
@	Assess gutters for	leaks 160							
						<i>Check Total:</i>	<i>495.00</i>	<i>0.00</i>	<i>495.00</i>
105271	3/19/2019	03/19	HATTOX	HATTOX DESIGN GROUP LLC					
742		7320-0000	Admin & Professional Exp.	1902104	2/28/2019	3/30/2019	400.00	0.00	400.00
@	Design Fees for	Clerk Recorder							
						<i>Check Total:</i>	<i>400.00</i>	<i>0.00</i>	<i>400.00</i>
105272	3/19/2019	03/19	LIVIN1	DONALD GILBERT dba					
742		5562-0000	Landscaping-Interior	T82176	2/20/2019	3/22/2019	329.00	0.00	329.00
@	03/19 Int Plant Svc								
742		5562-0000	Landscaping-Interior	T82241	3/1/2019	3/31/2019	23.65	0.00	23.65
@	1 bromeliad flwr	instll							

Attachment: Check Register for January, February, and March 2019 (1839 : Civic Center Third Quarter

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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03/19 Through 03/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Due Date	Amount	Amount
Dept	Reference	Description						
<i>Check Total:</i>							352.65	352.65
105273	3/19/2019	03/19	MERCH1	MERCHANTS BULDING MAINTENANCE LLC				
742		5150-0000	Add'l Cleaning-DayPorter	521481	3/1/2019	3/1/2019	3,279.20	3,279.20
@	33013	03/19 Dayporter Svc						
<i>Check Total:</i>							3,279.20	3,279.20
105274	3/19/2019	03/19	NIEVES	NIEVES LANDSCAPE INC				
742		5560-0000	Landscaping Contract	64847	3/1/2019	3/31/2019	2,400.00	2,400.00
@	03/19 Landscape Svc							
<i>Check Total:</i>							2,400.00	2,400.00
105275	3/19/2019	03/19	SOUT39	JEFF ALEXANDER dba				
742		5565-0000	Fountain Maintenance	371-24	3/1/2019	3/31/2019	150.00	150.00
@	03/19 Fountain Svc							
<i>Check Total:</i>							150.00	150.00
105276	3/19/2019	03/19	SOUT41	SOUTH COUNTY PLUMBING INC				
742		5460-0000	Plumbing Repairs/Supplies	15077	2/28/2019	3/30/2019	150.00	150.00
@	1st Flr WRR Rpr	clogged toilet						
742		5460-0000	Plumbing Repairs/Supplies	15034	2/22/2019	3/24/2019	75.00	75.00
@	Assess ktchn sink	city ofc						
742		5460-0000	Plumbing Repairs/Supplies	15034	2/22/2019	3/24/2019	75.00	75.00
@	Assess hot water	lines ste 260						
<i>Check Total:</i>							300.00	300.00
105277	3/19/2019	03/19	SSDSYS	SECURITY SIGNAL DEVICES INC dba				
742		5121-0000	Security-Fire Alarms	R-00108695	2/12/2019	2/12/2019	100.00	100.00
@	348817	03/19 Sys Maint						
742		7333-0000	Repairs & Maint- Indirect	R-00108695	2/12/2019	2/12/2019	327.33	327.33
@	348817	03/19 Sys Maint						
<i>Check Total:</i>							427.33	427.33
105278	3/19/2019	03/19	TSCMCO	TSCM CORPORATION				
742		5525-0000	Pkg Lot-Sweeping	3019093	3/1/2019	3/31/2019	221.00	221.00
@	03/19 Sweeping Svc							

Attachment: Check Register for January, February, and March 2019 (1839 : Civic Center Third Quarter

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Date: 4/4/2019
Time: 01:38 PM

03/19 Through 03/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
<i>Check Total:</i>								221.00	0.00	221.00
105279	3/19/2019	03/19	VORTEX	VORTEX INDUSTRIES INC						
742		5475-0000	Doors & Locks	09 - 1315565	1/30/2019	1/30/2019		291.00	0.00	291.00
@	238399	Adjust closure on door 320								
<i>Check Total:</i>								291.00	0.00	291.00
105280	3/25/2019	03/19	002791	CARNO LAW GROUP						
742		4100-0000	Rent	018363_00001	3/23/2019	3/23/2019		933.69	0.00	933.69
@	Tenant Refunds									
<i>Check Total:</i>								933.69	0.00	933.69
105281	3/25/2019	03/19	ATTCOR	ATT CORP						
742		5504-0000	Property Telephone	000012769115	3/15/2019	4/14/2019		554.28	0.00	554.28
@	BAN 9391060982	02/15/19-03/14/19								
<i>Check Total:</i>								554.28	0.00	554.28
105282	3/25/2019	03/19	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5130-0000	Cleaning Contract-Janitor	M1337492-IN	3/20/2019	3/20/2019		3,661.99	0.00	3,661.99
@	111	03/19 Janitorial Svc								
<i>Check Total:</i>								3,661.99	0.00	3,661.99
105283	3/25/2019	03/19	SKYLIN	CTJAMJT CORPORATION dba						
742		5490-0000	Pest Control	120414	3/15/2019	4/14/2019		75.00	0.00	75.00
@	3018	03/19 Pest Control								
<i>Check Total:</i>								75.00	0.00	75.00
105284	3/25/2019	03/19	SOUT41	SOUTH COUNTY PLUMBING INC						
742		5460-0000	Plumbing Repairs/Supplies	15215	3/19/2019	4/18/2019		750.00	0.00	750.00
@	City Ofcs rplce	instahot								
<i>Check Total:</i>								750.00	0.00	750.00
105285	3/25/2019	03/19	SSDSYS	SECURITY SIGNAL DEVICES INC dba						
742		5121-0000	Security-Fire Alarms	R-00112386	3/12/2019	3/12/2019		100.00	0.00	100.00
@	348817	04/19 Sys Maint								

Attachment: Check Register for January, February, and March 2019 (1839 : Civic Center Third Quarter

Database: ESSEXREALTY
 ENTITY: 742

Check Register
 Essex Realty SaaS DB
 CITY OF LAGUNA HILLS

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 Date: 4/4/2019
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03/19 Through 03/19

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Invoice	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Due Date	Amount	Amount	Amount
Dept	Reference	Description							
742		7333-0000	Repairs & Maint- Indirect	R-00112386	3/12/2019	3/12/2019	327.33	0.00	327.33
@	348817	04/19 Sys Maint							
<i>Check Total:</i>							427.33	0.00	427.33
105286	3/25/2019	03/19	STONEI	PAUL RIHA dba					
742		4800-0000	Tenant Reimbursements	25016	3/13/2019	4/12/2019	366.35	0.00	366.35
@	Ste 203 directory/	plaque instll							
<i>Check Total:</i>							366.35	0.00	366.35
<i>CITY OF LAGUNA HILLS Total:</i>							33,906.09	0.00	33,906.09
<i>Grand Total:</i>							33,906.09	0.00	33,906.09



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Proposed Office Lease for Suite 250 with Generations Escrow Corporation for 24031 El Toro Road, Suite 250, Laguna Hills, California

RECOMMENDATION: That the City Council approve an office lease with Generations Escrow Corporation for 24031 El Toro Road, Suite 250, Laguna Hills, California, and authorize the City Manager to execute the Lease.

SUMMARY:

Staff has negotiated a three-year lease with Generations Escrow Corporation, a California corporation, for 24031 El Toro Road, Suite 250. Generations Escrow Corporation operates a general office for an escrow and brokerage company. The following is a summary of the key lease terms and financial analysis:

Commencement Date:	June 1, 2019
Term:	Three (3) years
Rentable Square Feet:	2,471
Upfront Capital:	\$30,109
Rate:	Year 1 - \$2.15/ sq. ft. Year 2 - \$2.21/ sq. ft. Year 3 - \$2.28/ sq. ft.
Total Rent Payments:	\$197,050
Net Present Value:	\$98,223(12% Discount Rate)

Civic Center Lease with Generations Escrow Corporation for Suite 250

May 14, 2019

Page 2

The Lease also includes two, two-year options for renewal. The final lease has been included as an attachment and staff is recommending approval.

FISCAL IMPACT:

The lease has a positive net present value of \$98,223 and requires upfront capital of \$30,109.

ATTACHMENTS:

- Lease



STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only May 14, 2019, is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Generations Escrow Corporation, a California corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 24031 El Toro Road, Suite 250 Laguna Hills, CA 92654 ("Premises"). The Premises are located in the County of Orange, and consist of approximately 2,471 rentable square feet and approximately 2,146 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 51,946 rentable square feet. (See also Paragraph 2)

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

1.3 **Term:** 3 years and 0 months ("Original Term") commencing June 1, 2019 ("Commencement Date") and ending May 31, 2022 ("Expiration Date"). (See also Paragraph 3)

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

1.5 **Base Rent:** \$5,312.65 per month ("Base Rent"), payable on the First day of each month commencing June 1, 2019. (See also Paragraph 4)

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

1.6 **Lessee's Share of Operating Expense Increase:** 4.71 percent (4.71 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$5,312.65 for the period June 1-30, 2019.

(b) **Security Deposit:** \$5,633.88 ("Security Deposit"). (See also Paragraph 5)

(c) **Parking:** N/A for the period N/A.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$10,946.53.

1.8 **Agreed Use:** Administrative office, escrow services. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2019. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

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

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Essex Realty Management, Inc. License No. 00965485 Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Sandi Montez License No. 01293010 Is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Cushman & Wakefield License No. 00968394 Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Kevin Turner License No. 00968394 Is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

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

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by Janet Shreiar, personally in her individual capacity and Barry Shreiar personally in his individual capacity ("Guarantor"). (See also Paragraph 37)

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

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Attachment: Lease (1854 : Civic Center Lease with Generations Escrow Corporation for Suite 250)

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

- ☐ Janitorial services
☐ Electricity
☐ Other (specify): _____

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

- ☒ an Addendum consisting of Paragraphs 1 through 7 ;
☒ a plot plan depicting the Premises; **Exhibit "A"**
☒ a current set of the Rules and Regulations; **Exhibit "B"**
☒ a Work Letter **/Requirements for Improvements or Alterations by Lessee Exhibit "D"**
☐ a janitorial schedule;
☒ other (specify): Exhibit "C" Waiver and Release, Exhibit "E" Personal Guaranty, Exhibit "F" Agency Law Disclosure.

2. Premises.

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

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

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

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

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

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

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

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promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

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

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

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

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

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

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

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

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

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

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

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

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

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

4. Rent.

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

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

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"Operating Expense Increase", in accordance with the following provisions:

(a) "Base Year" is as specified in Paragraph 1.9.

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

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

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

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of ~~\$2575~~ in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended

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to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use. (See Addendum Paragraph 2)

~~6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.~~

6.2 Hazardous Substances.

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

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

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

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

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

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

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60

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days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

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

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

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

7.3 Utility Installations; Trade Fixtures; Alterations.

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

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

In addition to and without limiting the other requirements of this Paragraph 7.3, all utilities, installations, and alterations made by Lessee shall also be subject to the provisions of Exhibit "D" attached to this Lease.

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

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to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

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

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

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

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

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

8.2 Liability Insurance.

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

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

8.3 Property Insurance - Building, Improvements and Rental Value.

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

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

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

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

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

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

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

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~~the certificate of insurance or copy of the policy required by paragraph 8.5.~~

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

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

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

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

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

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

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

9. Damage or Destruction.

9.1 Definitions.

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

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

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

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

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

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full

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replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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

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

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

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

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

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

10. Real Property Taxes.

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

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

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

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

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee

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Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

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

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

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

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

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

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

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(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

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

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

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

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph ~~3.3~~ **8 (See Addendum Paragraph 3)** is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

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

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

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

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

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

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

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

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for

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

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

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

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

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

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

13.6 Breach by Lessor. (See Addendum Paragraph 4)

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

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

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

15. Brokerage Fees.

~~15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee~~

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~~remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1, 10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

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

16. Estoppel Certificates.

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

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

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

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

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

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

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

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

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

23. Notices.

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

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

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt

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requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

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

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

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

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

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

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

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

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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

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

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

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

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

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

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**")

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shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

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

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

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

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

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

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

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

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

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

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE. **Attached hereto as Exhibit "E"**

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

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

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

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

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

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

39.4 Effect of Default on Options.

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

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

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

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

41. Reservations.

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

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

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

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

43. Authority; Multiple Parties; Execution.

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

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

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

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

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

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

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

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

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

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

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

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

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

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

50. Tenant Improvement Allowance. Lessor shall provide Lessee with a tenant improvement allowance of up to \$14,000.00 to be used for paint, carpet and doors, and other mutually agreeable improvements to the premises.

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

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

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

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

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

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

On: _____

By LESSOR:

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

By: _____
Name Printed: Donald J. White
Title: City Manager

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Executed at: 1 Park Plaza Ste 100, Irvine, CA
92614

On: _____

By LESSEE:

Generations Escrow Corporation, a
California corporation

By: _____
Name Printed: Janet Shreiar
Title: CEO
Phone: _____

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Attachment: Lease (1854 : Civic Center Lease with Generations Escrow Corporation for Suite 250)

Phone: _____
 Fax: _____
 Email: _____

Fax: _____
 Email: _____

By: _____
 Name Printed: _____
 Title: _____
 Phone: _____
 Fax: _____
 Email: _____
 Address: _____
 Federal ID No.: _____

By: _____
 Name Printed: Barry Shreiar
 Title: _____
 Phone: _____
 Fax: _____
 Email: _____
 Address: _____
 Federal ID No.: _____

BROKER

Essex Realty Management, Inc.

Attn: Sandi Montez
 Title: Property Manager

Address: 18012 Sky Park Circle, Suite 100,
Irvine CA 92614
 Phone: 949-218-3801
 Fax: _____
 Email: _____
 Federal ID No.: _____
 Broker/AGENT DRE License #: 00965485

BROKER

Cushman & Wakefield

Attn: Kevin Turner
 Title: _____

Address: _____
 Phone: _____
 Fax: _____
 Email: _____
 Federal ID No.: _____
 Broker/AGENT DRE License #: 00968394

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

THIS ADDENDUM TO LEASE (this “Addendum”) shall constitute part of that certain STANDARD MULTI-TENANT OFFICE LEASE – GROSS (“Lease”), dated as of May 14, 2019, between The City of Laguna Hills (“Lessor”), and Generations Escrow Corporation, a California corporation (“Lessee”). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

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

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

6/1/19-5/31/20	\$5,312.65	(\$2.15 Psf)
6/1/20-5/31/21	\$5,460.91	(\$2.21 Psf)
6/1/21-5/31/22	\$5,633.88	(\$2.28 Psf)

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

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

or CC&Rs or any other terms or provisions of such tenant's or occupant's lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

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

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

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

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

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

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

(c) Workers' Compensation and Employer's Liability Insurance. A policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Lessee agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against Lessor, its officials, officers, employees, agents and volunteers. Lessee shall obtain and maintain, in full force and effect throughout the term of this Lease, a policy of

Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

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

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

8.4 General.

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

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

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

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

failure to pay the insurance premium, the notice provided to Lessor shall be by ten (10) days prior written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

"13.6(c). Lessee's Remedies. Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged default by Lessor, Lessee's sole and exclusive remedy shall be either to seek either specific performance or monetary damages, provided that Lessor shall not be liable for loss of business profits or consequential damages, and provided further, that any recourse for monetary damages by Lessee against Lessor shall be limited solely and exclusively to an amount which is equal to the amounts paid by Lessee to Lessor under the Lease (and Lessee hereby expressly waives and releases personal liability of Lessor in excess of such amount on behalf of itself and all persons claiming by through, or under the lease) Further, in no event shall the obligations of Lessor under the Lease constitute the personal obligations of Lessor or its elected or appointed officers and officials, employees, agents, and volunteers, and Lessee shall have no right to seek recourse against Lessor's elected or appointed officers and officials, employees, agents, and volunteers, or any of their personal assets for the satisfaction of any liability of Lessor with respect to the Lease. Lessee expressly waives all remedies except those specifically set forth in the Lease, including, without limitation, any right of offset or abatement except as specifically set forth in the Lease, any right to terminate the Lease under Civil Code Sections 1932(2), 1933(4) and 1941 or any other successor statute, or any statutory, legal or equitable self-help remedy including, without limitation, Civil Code Section 1942 or any other current or future law. Nothing contained in the Lease shall entitle Lessee to terminate the Lease as a result of Lessor's default nor excuse Lessee from paying Rent or Additional Rent due hereunder."

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

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

7. Option to Renew Lessee shall be granted two, two (2) year Options to Renew its Lease by providing Lessor written notice no more than nine (9) months and no less than six (6) months prior to the then current Lease Term expiration. The Base Rental Rate during the extended term(s) shall be at the then current Fair Market Value for comparable space in the vicinity, with annual increases in accordance with the Base Rental Adjustment as provided for in the Lease.

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

“Lessor”

THE CITY OF LAGUNA HILLS

By: Donald J. White

By: _____
Its: City Manager

By: Melissa Au-Yeung

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures on next page]

“Lessee”

[Generations Escrow Corporation, a California corporation]

By: _____
Janet Shreiar

Its: _____
CEO

“Lessee”

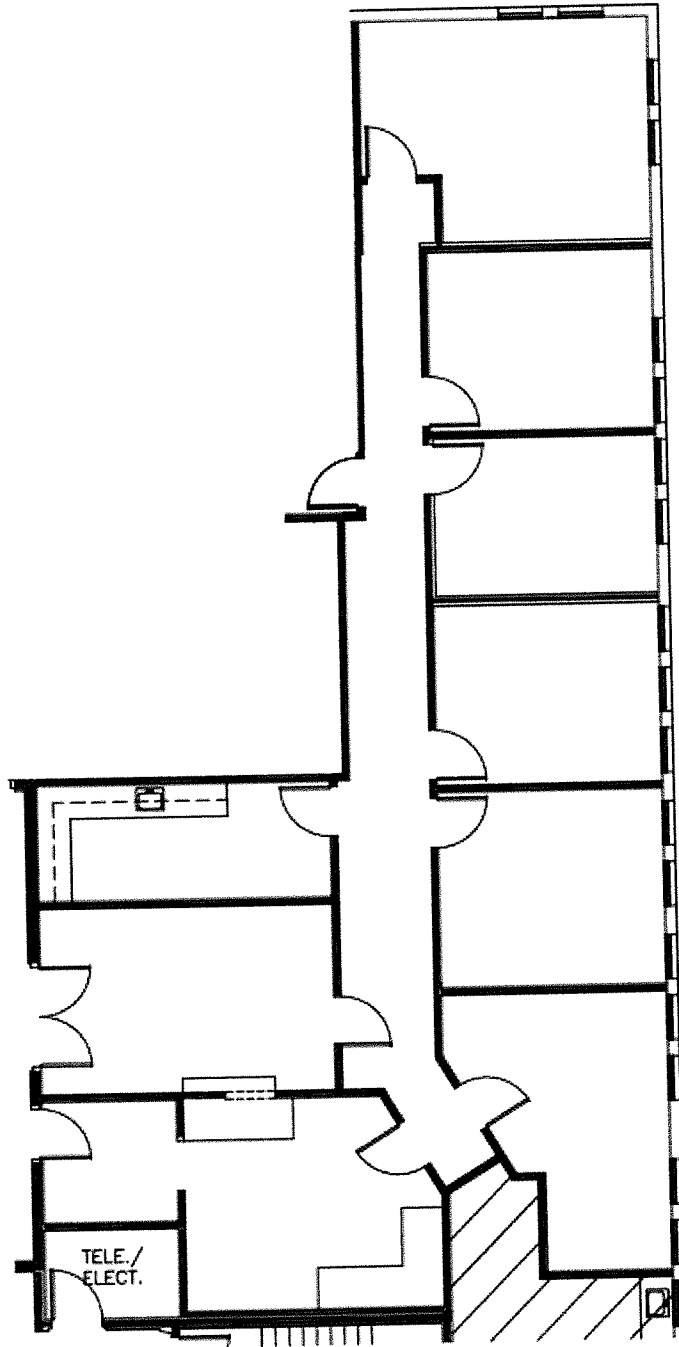
[Generations Escrow Corporation, a California corporation]

By: _____
Barry Shreiar

Its: _____

Exhibit "A"

LAGUNA HILLS CIVIC CENTER



For Leasing Information:
Sandi Montez
smontez@essexrealty.com

Managed By:

ESSEX | Management
Investment
Development

Attachment: Lease (1854 : Civic Center Lease with Generations Escrow Corporation for Suite 250)

EXHIBIT B

RULES AND REGULATIONS

ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE

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

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

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

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

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

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Lessee on any part of the Office Building Project or the Premises without the prior written consent of Lessor. If Lessor shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Lessor with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by Lessor. Lessor shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Lessee, and Lessor shall not be liable in damages for such removal.

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

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

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

9. No Lessee shall sweep or throw or permit to be swept or thrown from the

Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. Lessee shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

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

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

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

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

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

15. Lessee shall not alter any lock or install a new or additional lock or any bolt

on any door of the Premises without prior written consent of Lessor. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with a key for any such lock.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Lessor reserves the right by written notice to Lessee, to rescind, alter or

waive any rule or regulation at any time prescribed for the Office Building Project when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its lessees.

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

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

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

34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by Lessor from time-to-time. Lessee agrees to cooperate with Lessor in completing regular maintenance of the parking lot.
- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) Lessor may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.

- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. Lessee and Lessee's employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) Lessor reserves the right to restrict customer, Lessee and Lessee's employees parking to a limited designated area or areas.

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

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

Date: _____

Date: _____

Lessor's Initials: _____

Lessee's Initials: _____

EXHIBIT "C"**Waiver and Release.**

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

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

Date: _____

Date: _____

Lessor's Initials: _____ Lessee's Initials: _____

EXHIBIT "D"

WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE

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

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

(a) A separate scale drawing denoting all proposed construction and/or demolition, if necessary.

(b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.

(c) Specify all dimensions and complete references to all work to be performed in the affected areas.

(d) If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

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

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

(a) The contractor employed by Lessee and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.

(b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place.

(c) Lessee shall use Lessor's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant if available at competitive rates.

(d) Lessee and Lessee's contractors shall comply with all Applicable Laws pertaining to the performance of Lessee's Work and the completed improvements and all applicable safety regulations established by Lessor or the general contractor.

(e) Prior to commencement of any work in the Premises, Lessee and Lessee's contractors (and any subcontractors) shall obtain and provide Lessor with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies

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

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

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

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

contractor's request.

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

4. COSTS.

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

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

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

6. MECHANIC'S LIENS.

(a) Lessee shall not suffer or permit to be enforced against the Premises or any part of the Project any mechanic's, materialman's, contractor's or subcontractor's lien arising out of any work of improvement, however it may arise.

(b) Lessee shall notify Lessor at least ten (10) days prior to the commencement of construction of any Lessee's Work and Lessor shall have the right to post and record a notice of no responsibility in conformity with applicable law. Within ten (10) days following completion of Lessee's Work, Lessee shall file a Notice of Completion and deliver to Lessor an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Lessee's Work.

(c) In the event any lien is filed against the Project or any portion thereof or against Lessee's leasehold interest therein as a result of Lessee's work, Lessee shall obtain the release and/or discharge of said lien, within ten (10) days after the filing thereof. In the event Lessee fails to do so, Lessor may obtain the release and/or discharge of said lien and Lessee shall indemnify Lessor for the costs thereof, including reasonable attorney's fees, together with interest at the Applicable Interest Rate from the date of demand. Nothing herein shall prohibit Lessee from contesting the validity of any such asserted claim, provided Lessee has furnished to Lessor a lien release bond freeing the Premises from the effect of the lien claim.

7. INDEMNITY. Lessee shall indemnify, defend (with counsel satisfactory to Lessor) and hold Lessor harmless from and against any and all suits, claims, actions, loss, cost or expense (including claims for workers' compensation, attorney's fees and costs) based on personal injury or property damage, or otherwise (including, without limitation, contract and breach of warranty claims) arising from the performance of Lessee's Work. Lessee shall repair or replace (or, at Lessor's election, reimburse Lessor for the cost of repairing or replacing) any portion of the Building or item of Lessor's equipment or any of Lessor's real or personal property damaged, lost or destroyed in the performance of Lessee's Work.

8. BUILDING STANDARDS. All work shall conform to Lessor's established building standards and specifications. Lessee is required to make these standards part of the construction documents.

9. ROOF PENETRATIONS. If improvements penetrate the roof membrane, the penetrations will be sealed per Lessor/IRC roofing specifications and inspected by IRC to maintain roof warranty. The cost of inspection and all corrective work shall be borne by Lessee. Lessee shall use Lessor's original roofing contractor.

10. BUILDING MODIFICATIONS. Work will only be approved within the confines of a given space. Lessee will not be allowed to modify building exterior or mechanical and electrical service as provided to the building in common with other tenants.

11. ELECTRICAL WORK. All electrical work shall be approved from the unit space electrical panel only. Additional service requirements shall be secured only by direction of Lessor. Lessee shall use Lessor's original electrical contractor if available at competitive rates.

12. SCHEDULE OF WORK. Lessee shall be required to provide a schedule of all work to be performed, subject to Lessor approval. All costs to produce such schedule shall be borne solely by Lessee.

13. CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS. Building trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris. Unapproved usage will result in a penalty assessment to the Lessee equal to the cost of an extra pick-up service as provided under the current rate schedule of regular trash removal service.

14. INSPECTION BY LANDLORD. Lessor reserves the following rights: (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of nonresponsibility in conformity with California law, and (iii) the right to order, if reasonable, a total stop to all improvements underway for non-compliance with any of the requirements hereof.

15. GENERAL PROVISIONS.

(a) If Lessor has agreed to provide an allowance toward the cost of tenant improvements (other than the initial Lessee Improvement Allowance), Lessor shall retain from such funds an amount determined by Lessor until Lessee has fully complied with the requirements hereof.

(b) All materials, work, installations and decorations of any nature whatsoever brought on or installed in the Premises before the commencement of the Term or throughout the Term shall be at Lessee's risk, and neither Lessor nor any party acting on Lessor's behalf shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever.

(c) Nothing contained herein shall make or constitute Lessee as the agent of Lessor.

Attachment 1 to "Exhibit D"**ITEMS TO BE FURNISHED TO LESSOR FOR EACH WORK OF IMPROVEMENT**

1. Plan of Alterations for Lessor Approval.
2. Contractor(s), Address, Telephone Number, Contact Person.
3. Copy of Contractor's State and City Business License.
4. Copy of Building Permit.
5. Copy of Final Inspection and Signed Building Permit Cards.
6. Copy of Certificate of Insurance Naming The City of Laguna Hills and Essex Realty Management as Additional Insured. Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation, Employer's Liability and original Endorsement.
7. Signed Unconditional Lien Waiver in favor of Development Corporation.
8. Schedule of Work.
9. Copy of Completion and Payment Bond.
10. Architect's License and Expiration.
11. Copy of Permit Plans.
12. Copy of As-Builts.
13. Copy of Recorded Notice of Completion.
14. Certificate of Occupancy.
15. Evidence of Insurance for All-Risk/Builder's Risk Insurance to the Amount of Improvements.

Exhibit "E"

AIRCRE

GUARANTY OF LEASE

WHEREAS, The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California, hereinafter "Lessor", and Generations Escrow Corporation, a California corporation, hereinafter "Lessee", are about to execute a document entitled "Lease" dated May 14, 2019 concerning the premises commonly known as (street address, city, state, zip) 24031 El Toro Road, Suite 250 Laguna Hills, CA 92654 wherein Lessor will lease the premises to Lessee, and

WHEREAS, Janet Shreiar, an individual and Barry Shreiar, an individual hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, or by a course of conduct, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without the consent of or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty, (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Lease, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to provide estoppel statements and financial statements to Lessor. The failure of the Guarantors to provide the same to Lessor shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorneys' fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

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Attachment: Lease (1854 : Civic Center Lease with Generations Escrow Corporation for Suite 250)

If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made BY AIR CRE, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

GUARANTORS

Janet Shreiar and Barry Shreiar

Executed At: _____

On: _____

By: _____

Name Printed: Janet Shreiar

Title: _____

Address: _____

By: _____

Name Printed: Barry Shreiar

Title: _____

Address: _____

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Attachment: Lease (1854 : Civic Center Lease with Generations Escrow Corporation for Suite 250)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer	☐ Seller	☒ Lessor	☐ Lessee	<u>The City of Laguna Hills</u>	Date: <u>5/14/19</u>
☐ Buyer	☐ Seller	☐ Lessor	☐ Lessee	_____	Date: _____

Agent: Essex Realty Management Inc. DRE Lic. #: 00965485
Real Estate Broker (Firm)

By: Sandi Montez DRE Lic. #: 01293010 Date: 5/14/19
(Salesperson or Broker-Associate)

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Attachment: Lease (1854 : Civic Center Lease with Generations Escrow Corporation for Suite 250)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

Attachment: Lease (1854 : Civic Center Lease with Generations Escrow Corporation for Suite 250)

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(c) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Records Retention Management

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

SUMMARY:

State law authorizes cities to destroy records when the records are no longer required, the records have been retained for the time periods required by law, the City Council adopts a resolution authorizing the destruction, and the City Attorney provides written consent to the destruction (Government Code § 34090). On October 28, 2014, the City Council adopted Resolution No. 2014-10-28-2, which amended and restated the City's Record Retention Schedule. Records designated for disposal, as set forth in Exhibit "A" to the proposed Resolution attached hereto, *exclude* any of the following types of records, per Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; and (e) the minutes, ordinances, or resolutions of the legislative body or of a city board or commission.

City staff has identified records for disposal that have been retained for the time periods set forth in the City's Record Retention Schedule and are no longer required for City business. The Department Heads, City Manager, City Attorney, and City Clerk have verified that these records have been retained for the time periods set forth in the City's

Destruction of Records

May 14, 2019

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Record Retention Schedule and meet the requirements for disposal. Authority to dispose of these records is required as provided for by Government Code Section 34090.

ATTACHMENTS:

- Resolution
- Exhibit A

RESOLUTION NO. 2019-05-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO DISPOSE OF CERTAIN CITY RECORDS IN ACCORDANCE WITH THE CITY'S RECORD RETENTION SCHEDULE.

WHEREAS, Section 34090 of the California Government Code provides for the disposal of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

WHEREAS, the records and documents identified in Exhibit "A" attached hereto, have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by City Council Resolution No. 2014-10-28-2; and

WHEREAS, the records designated for disposal, as set forth Exhibit "A" attached hereto, exclude any of the following types of records, pursuant to Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; (e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission; and

WHEREAS, the Department Heads, City Manager, City Clerk and City Attorney have consented to the disposal of the records and documents identified in Exhibit "A".

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

SECTION 1. The records identified in Exhibit "A" attached hereto are no longer required for City business, and have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by Resolution No. 2014-10-28-2.

SECTION 2. The City Clerk is hereby authorized and directed to cause the disposal of those records listed and identified in Exhibit "A" which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 14th day of May 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2019-05-14-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 14th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

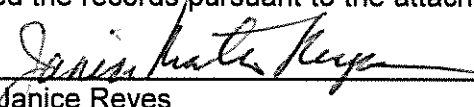
MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1851 : Destruction of Records)

Records Retention Management

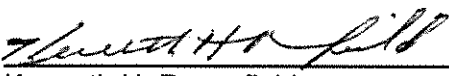
I hereby certify that: the records set forth on the attached list are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to dispose of same pursuant to Section 34090 of the Government Code of California.

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


Janice Reyes
Finance Director

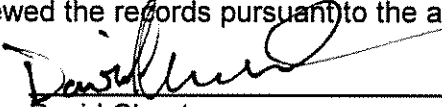
5/2/19
Date

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


Kenneth H. Rosenfield
Assistant City Manager/Director of Public Services

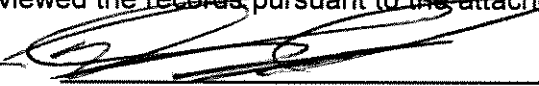
4/16/19
Date

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


David Chantarangsu
Community Development Director

4.16.19
Date

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


David Reynolds
Deputy City Manager

5/6/19
Date

City Clerk Approval: I have reviewed the records pursuant to the attached list for historical value and for compliance with the established retention requirements, and I consent to their disposal.


Melissa Au-Yeung
Deputy City Manager/City Clerk

5/7/19
Date

City Attorney Approval: I consent to the disposal of the records pursuant to the attached list:


Gregory E. Simonjan, City Attorney

5/7/19
Date

I hereby certify that the disposal of the records pursuant to the attached list was approved by the City Council of the City of Laguna Hills, California, by Resolution No. 2019-05-14- at a regular meeting of the City Council held in Laguna Hills, California, on May 15, 2019, and that by said Resolution, the department head or designee was authorized to dispose of the records.

City Clerk

Date

I hereby certify that, pursuant to the foregoing authority, the records pursuant to the attached list were disposed on _____, 2019.

City Clerk

Date

Attachment: Exhibit A (1851 : Destruction of Records)

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900011246	0110-40	5/15/2019	CITY CLERK	DEPARTMENTAL REPORTS	COMMUNITY SERVICES DEPARTMENT	2010	DESTROY
900013299	0110-40	5/15/2019	CITY CLERK	DEPARTMENTAL REPORTS	COMMUNITY SERVICES DEPARTMENT	2011	DESTROY
900016724	0120-20	5/15/2019	SERVICES COMMUNITY	PARKS & RECREATION COMMISSION	AGENDAS	2013	DESTROY
900009203	0120-20	5/15/2019	CITY CLERK	PARKS & RECREATION COMMISSION	APPLICATIONS, UNSUCCESSFUL	2009-01-06	DESTROY
900013256	0120-20	5/15/2019	CITY CLERK	PARKS & RECREATION COMMISSION	APPLICATIONS, UNSUCCESSFUL	2011-01-04	DESTROY
900016884	0120-20	5/15/2019	CITY CLERK	PARKS & RECREATION COMMISSION	APPLICATIONS, UNSUCCESSFUL	2013-02-05	DESTROY
900009202	0120-30	5/15/2019	CITY CLERK	TRAFFIC COMMISSION	APPLICATIONS, UNSUCCESSFUL	2009-01-06	DESTROY
900013253	0120-30	5/15/2019	CITY CLERK	TRAFFIC COMMISSION	APPLICATIONS, UNSUCCESSFUL	2011-01-04	DESTROY
900016885	0120-30	5/15/2019	CITY CLERK	TRAFFIC COMMISSION	APPLICATIONS, UNSUCCESSFUL	2013-02-05	DESTROY
900009354	0120-40	5/15/2019	CITY CLERK	COMMITTEES, GENERAL	CIVIC CENTER MANAGEMENT COMMITTEE	AGENDAS 2009	DESTROY
900011030	0120-40	5/15/2019	CITY CLERK	COMMITTEES, GENERAL	CIVIC CENTER MANAGEMENT COMMITTEE	AGENDAS 2010	DESTROY
900013300	0120-40	5/15/2019	CITY CLERK	COMMITTEES, GENERAL	CIVIC CENTER MANAGEMENT COMMITTEE	AGENDAS 2011	DESTROY
900014962	0120-40	5/15/2019	CITY CLERK	COMMITTEES, GENERAL	CIVIC CENTER MANAGEMENT COMMITTEE	AGENDAS 2012	DESTROY
900010893	0120-40	5/15/2019	CITY CLERK	COMMITTEES, GENERAL	SUBDIVISION COMMITTEE	AGENDAS	DESTROY
900005888	0130-10	5/15/2019	CITY CLERK	CIVIC GROUPS	SO OC CHAMBER OF COMMERCE	2007-2009	DESTROY
900000640	0130-50	5/15/2019	CITY CLERK	HOMEOWNER ASSOCIATIONS	NELLIE GAIL RANCH OWNERS ASSOC	REQUEST TO LANDSCAPE OSO PKWY	DESTROY
900005890	0130-60	5/15/2019	CITY CLERK	NON-PROFIT GROUPS	MISCELLANEOUS	2007-2009	DESTROY
900009507	0130-60	5/15/2019	CITY CLERK	NON-PROFIT GROUPS	OC HUMAN RELATIONS COUNCIL	2009-2011	DESTROY

3.7.b

Attachment: Exhibit A (1851 : Destruction of Records)

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900009357	0140-10	5/15/2019	CITY CLERK	LEAGUE OF CALIFORNIA CITIES	2009-2011		DESTROY
900014803	0140-10	5/15/2019	CITY CLERK	LEAGUE OF CALIFORNIA CITIES	CA MUNICIPAL LAW HANDBOOK	2006-2009	DESTROY
900011036	0140-10	5/15/2019	CITY CLERK	LEAGUE OF CALIFORNIA CITIES	WESTERN CITY MAGAZINE	2010	DESTROY
900013303	0140-10	5/15/2019	CITY CLERK	LEAGUE OF CALIFORNIA CITIES	WESTERN CITY MAGAZINE	2011	DESTROY
900014967	0140-10	5/15/2019	CITY CLERK	LEAGUE OF CALIFORNIA CITIES	WESTERN CITY MAGAZINE	2012	DESTROY
900009360	0140-30	5/15/2019	CITY CLERK	PROFESSIONAL GROUPS	IIMC	2009 NEWS DIGEST	DESTROY
900011884	0140-30	5/15/2019	CITY CLERK	PROFESSIONAL GROUPS	IIMC	2010-2013	DESTROY
900005894	0150-10	5/15/2019	CITY CLERK	CITIES, OTHER	2007 - 2009		DESTROY
900011039	0150-10	5/15/2019	CITY CLERK	CITIES, OTHER	2010-2012		DESTROY
900007524	0150-10	5/15/2019	CITY CLERK	CITIES, OTHER	IRVINE	2007-2009	DESTROY
900011885	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	GENERAL	2010	DESTROY
900007232	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	GRAND JURY ORANGE COUNTY	2007-2010	DESTROY
900009498	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	OC PUBLIC LIBRARY SYSTEM	ADVISORY BOARD 2009 - 2011	DESTROY
900011244	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	ORANGE COUNTY GREAT PARK	2010 - 2012	DESTROY
900009124	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	ORANGE COUNTY GREAT PARK	WILDLIFE CORRIDOR	DESTROY
900011745	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	REGISTRAR OF VOTERS	OC ELECTION ACADEMY	DESTROY

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900006463	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	REGISTRAR OF VOTERS	POLL WORKER TRAINING	DESTROY
900014036	0150-20	5/15/2019	CITY CLERK	ORANGE COUNTY AGENCIES	REGISTRAR OF VOTERS	SEVEN YEAR JOURNEY REPORT	DESTROY
900005898	0150-30	5/15/2019	CITY CLERK	STATE AGENCIES	2007-2009		DESTROY
900011043	0150-30	5/15/2019	CITY CLERK	STATE AGENCIES	2010-2012		DESTROY
900002195	0150-40	5/15/2019	CITY CLERK	FEDERAL AGENCIES	EL TORO MARINE CORPS AIR STATION	2005 BASE REUSE GENERAL	DESTROY
900006218	0150-40	5/15/2019	CITY CLERK	FEDERAL AGENCIES	US DEPARTMENT OF THE INTERIOR	OFFICE OF FEDERAL ACKNOWLEDGMENT	DESTROY
900007527	0150-40	5/15/2019	CITY CLERK	FEDERAL AGENCIES	US POSTAL SERVICE	2007-2010	DESTROY
900011226	0150-55	5/15/2019	CITY CLERK	SO CA ASSOC OF GOVERNMENTS (SCAG)	FISCALIZATION OF LAND USE	2010 - 2012	DESTROY
900005899	0150-95	5/15/2019	CITY CLERK	TRANSPORTATION CORRIDOR AGENCY	2007 - 2009		DESTROY
900011044	0150-95	5/15/2019	CITY CLERK	TRANSPORTATION CORRIDOR AGENCY	2010-2012		DESTROY
900015391	0160-05	5/15/2019	CITY CLERK	PUBLIC RELATIONS AND INFORMATION	COMMUNITY BULLETIN BOARD	COMMUNITY SERVICES DEPARTMENT	DESTROY
900016545	0160-05	5/15/2019	CITY CLERK	PUBLIC RELATIONS AND INFORMATION	COMMUNITY BULLETIN BOARD	WEBSITE	DESTROY
900009362	0160-05	5/15/2019	CITY CLERK	PUBLIC RELATIONS AND INFORMATION	MEDIA LIST	2009-2011	DESTROY
900009195	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUEST	KELLER RACKAUCKAS, LLP	DESTROY
900013095	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	2010 KOGERMAN	DESTROY
900009363	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2009	DESTROY

3.7.b

Attachment: Exhibit A (1851 : Destruction of Records)

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900013094	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2010 JULY-DECEMBER	DESTROY
900011045	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2010 JANUARY-JUNE	DESTROY
900013308	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2011 JULY-DECEMBER	DESTROY
900013307	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2011 JANUARY-JUNE	DESTROY
900014971	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2012 JULY-DECEMBER	DESTROY
900014970	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2012 JANUARY-JUNE	DESTROY
900016631	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2013 JULY-DECEMBER	DESTROY
900016630	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	GENERAL 2013 JANUARY-JUNE	DESTROY
900014800	0160-65	5/15/2019	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS	UNCLAIMED	DESTROY
900010517	0170-05	5/15/2019	CITY CLERK	RECORDS MANAGEMENT	QUESTYS CONVERSION	CMX UPGRADE	DESTROY
900013625	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	ASTLE, DAVID & NICOLLE	C1107	DESTROY
900014384	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	BRANDT, WALTER	C1111	DESTROY
900012779	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	BUSH, STEVEN ARTHUR	C1006	DESTROY
900012859	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	HURTADO, GINA(MARK SANGALANG)	C1007	DESTROY
900013506	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	KOLODISNER, MICHAEL	C1103	DESTROY
900013439	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	LAND, DIVINA B.	C1101	DESTROY
900014444	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	LING,WEI-MING	C1113	DESTROY
900013570	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	MACIAS, ROBERTO	C1105	DESTROY

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900014432	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	MCQUEEN,ANALYN	C1112	DESTROY
900013237	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	MERCURY INSURANCE (TACUJAN, JENNIFER)	C1010	DESTROY
900014171	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	MILLER, ELIZABETH	C1109	DESTROY
900014470	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	PEROVANO, CINDY	C1114	DESTROY
900013505	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	RAUCH, STACIE	C1102	DESTROY
900014476	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	REYES, JULIA	C1115	DESTROY
900013128	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	SAFAVI, AZAR	C1008	DESTROY
900011328	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	SCOTT, GUDIELIA	C1003	DESTROY
900013589	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	SHAHROURI, ISSAM	C1106	DESTROY
900013567	0180-15	5/15/2019	CITY CLERK	CLAIMS AGAINST CITY	TREML, JAMES	C1104	DESTROY
900006321	0230-20	5/15/2019	CITY CLERK	WATER QUALITY	ALISO CREEK	2006-2008	DESTROY
900003231	0230-20	5/15/2019	CITY CLERK	WATER QUALITY	GREENBACK LANDSCAPE RENEWAL	REBATE PROGRAM 2005-2006	DESTROY
900007525	0230-20	5/15/2019	CITY CLERK	WATER QUALITY	WATER QUALITY CONTROL BOARD	2007-2009	DESTROY
900005062	0230-70	5/15/2019	CITY CLERK	NOISE CONTROL	NOISE COMPLAINTS	MISCELLANEOUS	DESTROY
900007522	0240-05	5/15/2019	CITY CLERK	FIRE PROTECTION	2007-2010		DESTROY
900009372	0240-50	5/15/2019	CITY CLERK	WEED ABATEMENT/CONTROL	2009		DESTROY
900011072	0240-50	5/15/2019	CITY CLERK	WEED ABATEMENT/CONTROL	2010		DESTROY
900013318	0240-50	5/15/2019	CITY CLERK	WEED ABATEMENT/CONTROL	2011		DESTROY
900014981	0240-50	5/15/2019	CITY CLERK	WEED ABATEMENT/CONTROL	2012		DESTROY
900005914	0250-60	5/15/2019	CITY CLERK	VECTOR CONTROL	2007-2009		DESTROY

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900011073	0250-60	5/15/2019	CITY CLERK	VECTOR CONTROL	2010-2012		DESTROY
900010559	0260-35	5/15/2019	CITY CLERK	TRAFFIC ENFORCEMENT	2009		DESTROY
900007233	0260-60	5/15/2019	CITY CLERK	SPECIAL PROGRAMS	CITIZENS' OPTION FOR PUBLIC SAFETY	COPS PROGRAM FOR FY 2008/2011	DESTROY
900015105	0260-60	5/15/2019	CITY CLERK	SPECIAL PROGRAMS	ORANGE COUNTY CRIME STOPPERS	2011	DESTROY
018334	0270-50	5/15/2019	SERVICES COMMUNITY	HANDICAPPED CITIZEN'S WELFARE	ADA	1998	DESTROY
900009188	0280-50	5/15/2019	CITY CLERK	GROUPS/ORGANIZATIONS	FLORENCE SYLVESTER MEMORIAL	SENIOR CENTER	DESTROY
900012263	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"A" MISCELLANEOUS	FY2010-2011	DESTROY
900012264	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"B" MISCELLANEOUS	FY2010-2011	DESTROY
900012265	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"C" MISCELLANEOUS	FY2010-2011	DESTROY
900012266	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"D" MISCELLANEOUS	FY2010-2011	DESTROY
900012267	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"E" MISCELLANEOUS	FY2010-2011	DESTROY
900012268	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"F" MISCELLANEOUS	FY2010-2011	DESTROY
900012269	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"G" MISCELLANEOUS	FY2010-2011	DESTROY
900012270	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"H" MISCELLANEOUS	FY2010-2011	DESTROY
900012271	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"I" MISCELLANEOUS	FY2010-2011	DESTROY
900012272	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"J" MISCELLANEOUS	FY2010-2011	DESTROY

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012273	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"K" MISCELLANEOUS	FY2010-2011	DESTROY
900012274	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"L" MISCELLANEOUS	FY2010-2011	DESTROY
900012275	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"M" MISCELLANEOUS	FY2010-2011	DESTROY
900012277	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"MC" MISCELLANEOUS	FY2010-2011	DESTROY
900012276	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"N" MISCELLANEOUS	FY2010-2011	DESTROY
900012278	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"O" MISCELLANEOUS	FY2010-2011	DESTROY
900012279	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"P" MISCELLANEOUS	FY2010-2011	DESTROY
900012280	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"Q" MISCELLANEOUS	FY2010-2011	DESTROY
900012281	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"R" MISCELLANEOUS	FY2010-2011	DESTROY
900012282	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"S" MISCELLANEOUS	FY2010-2011	DESTROY
900012283	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"T" MISCELLANEOUS	FY2010-2011	DESTROY
900012284	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"U" MISCELLANEOUS	FY2010-2011	DESTROY
900012285	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"V" MISCELLANEOUS	FY2010-2011	DESTROY
900012286	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"W" MISCELLANEOUS	FY2010-2011	DESTROY

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012287	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	"XYZ" MISCELLANEOUS	FY2010-2011	DESTROY
900012977	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	A-THRONE CO., INC	FY2010-2011	DESTROY
900012972	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	A.C. LANDSCAPE	FY2010-2011	DESTROY
900012288	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ACTIVE NETWORK, THE	FY2010-2011	DESTROY
900012973	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALICEA, MIA	FY2010-2011	DESTROY
900012289	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALISO MEADOWS CONDOMINIUM ASSOC.	FY2010-2011	DESTROY
900012290	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALL AROUND LIGHTING	FY2010-2011	DESTROY
900012291	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALL CITY MANAGEMENT	FY2010-2011	DESTROY
900013691	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	AMBIUS, INC	FY2010-2011	DESTROY
900013477	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	APPRECIATION AWARDS	FY2010-2011	DESTROY
900012974	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	AQUA CHILL OF MISSION VIEJO	FY2010-2011	DESTROY
900012292	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ARAMARK	FY2010-2011	DESTROY
900013754	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ASSN OF CA CITIES-ORANGE COUNTY	FY2010-2011	DESTROY
900012975	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	AT&T CALNET	FY2010-2011	DESTROY

Laguna Hills City Clerk

Destroy Date From 5/15/2019 To 5/15/2019
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900012976	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	AT&T/MCI (VOL 1)	FY2010-2011	DESTROY
900013480	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	AU-YEUNG, MELISSA	FY2010-2011	DESTROY
900013593	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	AUTOMOBILE CLUB OF SOUTHERN CA	FY2010-2011	DESTROY
900012298	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF AMERICA JAN-JUN	FY2010-2011	DESTROY
900012297	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF AMERICA JUL-DEC	FY2010-2011	DESTROY
900012293	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF NEW YORK TRUST COMPANY	FY2010-2011	DESTROY
900012294	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BEE MAN, THE	FY2010-2011	DESTROY
900012295	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BILL'S SOUND AND SECURITY	FY2010-2011	DESTROY
900012296	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BRAME, DR. MARILYN	FY2010-2011	DESTROY
900012900	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BRESSETTE, RANDAL	FY2010-2011	DESTROY
900013137	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	BUILD A FORT VOLUNTEEN	FY2010-2011	DESTROY
900014048	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	C & A ATHLETICS	FY 2010-2011	DESTROY
900012299	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	C&D ELECTRIC	FY2010-2011	DESTROY
900012978	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA OFFICE SYSTEMS	FY2010-2011	DESTROY

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900012300	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA SOC OF MUN FINANCE OFFICER	FY2010-2011	DESTROY
900013479	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA YELLOW CAB	FY2010-2011	DESTROY
900012302	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARL WARREN & COMPANY	FY2010-2011	DESTROY
900012902	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARRUTH, MELODY	FY2010-2011	DESTROY
900012303	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CDW GOVERNMENT, INC	FY2010-2011	DESTROY
900013526	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CERVANTES, EDWARD	FY2010-2011	DESTROY
900012304	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHANNING, BRUCE	FY2010-2011	DESTROY
900012305	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHEVRON	FY2010-2011	DESTROY
900012306	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CITY OF, VARIOUS	FY2010-2011	DESTROY
900014046	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	CODE PUBLISHING COMPANY, INC	FY 2010-2011	DESTROY
900014047	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	COMPLETE OFFICE OF CALIFORNIA	FY 2010-2011	DESTROY
900012308	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	COUNTY OF ORANGE MISCELLANEOUS	FY2010-2011	DESTROY
900012311	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	DATA TICKET	FY2010-2011	DESTROY
900013767	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	DELL COMPUTER CORPORATION	FY2010-2011	DESTROY

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900012314	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	DEPARTMENT OF CONSERVATION, CA	FY2010-2011	DESTROY
900012315	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	DISCOUNT WAREHOUSE OFFICE SUPPLIES	FY2010-2011	DESTROY
900012316	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	DMV	FY2010-2011	DESTROY
900012317	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	DOGGIE WALK BAGS	FY2010-2011	DESTROY
900013200	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	DUNBAR ARMORED, INC.	FY2010-2011	DESTROY
900013768	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ECHEVARRIA, LUCY	FY2010-2011	DESTROY
900012318	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ECONOMICS	FY2010-2011	DESTROY
900012320	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	EL TORO WATER DISTRICT UTILITIES	FY2010-2011	DESTROY
900013205	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ELKINS, CHRISTINA	FY 2010-2011	DESTROY
900012321	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ENERGOV	FY2010-2011	DESTROY
900012322	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ERMAC	FY2010-2011	DESTROY
900012323	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ESSEX REALTY MANAGMENT, INC.	FY2010-2011	DESTROY
900012993	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	EVERBANK COMMERCIAL FINANCE	FY2010-2011	DESTROY
900013183	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	FAUBEL PUBLIC AFFAIRS	FY2010-2011	DESTROY

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900012324	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	FEDERAL EXPRESS	FY2010-2011	DESTROY
900014600	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	FISCAL YEAR-END CLOSE A/P	FY2010-2011	DESTROY
900012325	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GARDA CL WEST, INC	FY2010-2011	DESTROY
900013476	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GARZA, RICK	FY2010-2011	DESTROY
900012326	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GAS COMPANY	FY2010-2011	DESTROY
900013246	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GORMAN, RON	FY 2010-2011	DESTROY
900012327	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GOVPARTNER	FY2010-2011	DESTROY
900012328	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GOVT FINANCE OFFICERS ASSN	FY2010-2011	DESTROY
900012329	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GRC ASSOCIATES, INC.	FY2010-2011	DESTROY
900013769	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	GREENSPAN, FRANCES	FY2010-2011	DESTROY
900012331	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	HANDS ON SCREEN PRINTING	FY2010-2011	DESTROY
900012332	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	HASLER	FY2010-2011	DESTROY
900012333	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	HDL COREN & CONE	FY2010-2011	DESTROY
900012334	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	HINDERLITER, DE LLAMAS & ASSOC	FY2010-2011	DESTROY

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900012396	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	HOGLE-IRELAND, INC.	FY2010-2011	DESTROY
900012395	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	HOME DEPOT, THE	FY2010-2011	DESTROY
900012446	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	HSBC BUSINESS SOLUTIONS	FY2010-2011	DESTROY
900014136	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	INTEGRATED MEDIA SYSTEMS	FY2010-2011	DESTROY
900012335	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRON MOUNTAIN OFFSITE	FY2010-2011	DESTROY
900012336	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRV SEAVER MOTORCYCLES	FY2010-2011	DESTROY
900012337	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRVINE RANCH WATER DISTRICT	FY2010-2011	DESTROY
900013499	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	JAVED, HUMZA	FY2010-2011	DESTROY
900012340	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	JOE A. GONSALVES & SON	FY2010-2011	DESTROY
900012341	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	JOHNS, PEGGY	FY2010-2011	DESTROY
900012342	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	JONES, VERN	FY2010-2011	DESTROY
900013204	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	K F STUDIOS	FY 2010-2011	DESTROY
900012343	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	KEY EQUIPMENT FINANCE, INC	FY2010-2011	DESTROY
900013918	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	KNIGHT, ANGIE	FY2010-2011	DESTROY

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900013498	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	KOGERMAN, BARBARA	FY2010-2011	DESTROY
900013919	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	KONICA MINOLTA BUSINESS SOLUTIONS - USA - CA	FY2010-2011	DESTROY
900012344	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	LANCE, SOLL & LUNGHARD, LLP	FY2010-2011	DESTROY
900012905	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	LAUTENSCHLEGER, JOEL	FY2010-2011	DESTROY
900012345	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	LEAGUE OF CALIFORNIA CITIES	FY2010-2011	DESTROY
900012983	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	LINDY OFFICE PRODUCTS	FY2010-2011	DESTROY
900013247	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	LUCY, STEVEN	FY 2010-2011	DESTROY
900013917	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MAIN GRAPHICS	FY2010-2011	DESTROY
900012347	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MARTIN LOCK & SAFE CO.	FY2010-2011	DESTROY
900013206	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MEDLOCK, GEORGE	FY 2010-2011	DESTROY
900012348	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MEEHAN, DAN	FY2010-2011	DESTROY
900013136	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MERCURY DISPOSAL SYSTEM, INC	FY2010-2011	DESTROY
900013915	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MIGLIACCIO, JENNIFER	FY2010-2011	DESTROY
900012349	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MITSUBISHI ELECTRIC	FY2010-2011	DESTROY

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900012350	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MOBILE MINI, INC.	FY2010-2011	DESTROY
900013914	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MOLLOY, JULIE	FY2010-2011	DESTROY
900013916	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MONOGRAM MAGIC	FY2010-2011	DESTROY
900013361	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MOSS, LEVY & HARTZHEIM LLP	FY2010-2011	DESTROY
900013509	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MUSCO SPORTS LIGHTING, LLC	FY2010-2011	DESTROY
900013359	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MUSIC MOVES ACADEMY, INC	FY2010-2011	DESTROY
900013360	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	MYERS, JOHN	FY2010-2011	DESTROY
900012984	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	NEXTEL	FY2010-2011	DESTROY
900013182	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	NIMMO, DAVID	FY2010-2011	DESTROY
900012310	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	O.C. TREASURER, TRAFFIC SIGNAL	FY2010-2011 VOL 1	DESTROY
900013717	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	O.C. TREASURER, TRAFFIC SIGNAL	FY2010-2011 VOL 2	DESTROY
900013898	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	OC TREASURER MISCELLANEOUS	FY2010-2011	DESTROY
900012355	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	OFFICE SOLUTIONS	FY2010-2011	DESTROY
900012356	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE CO CITY MANAGERS ASSN OCCMA	FY2010-2011	DESTROY

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900012357	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE CO DIV LEAGUE OF CA CITIES	FY2010-2011	DESTROY
900012358	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY FIRE AUTHORITY	FY2010-2011	DESTROY
900012359	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY REGISTER ADVERTISE	FY2010-2011	DESTROY
900012360	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY REGISTER SUBSCRIPT	FY2010-2011	DESTROY
900012307	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY TREASURER, LAW - PARKING	FY2010-2011	DESTROY
900012309	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY TREASURER, ROADS	FY2010-2011	DESTROY
900012361	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORKIN PEST CONTROL	FY2010-2011	DESTROY
900012362	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	OROS CONSULTING SERVICES, LLC	FY2010-2011	DESTROY
900012364	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	PACIFIC PARTY RENTAL	FY2010-2011	DESTROY
900013920	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	PACK, DWAYNE	FY2010-2011	DESTROY
900012365	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	PAPER RECYCLING SPECIALISTS	FY2010-2011	DESTROY
900013921	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	PRICE, FRANK	FY2010-2011	DESTROY
900013923	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	PRICE, ROBIN	FY2010-2011	DESTROY
900012366	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	QUEST DIAGNOSTICS	FY2010-2011	DESTROY

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900012367	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	QUIKSILVER COURIER	FY2010-2011	DESTROY
900012369	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	RALPHS GROCERY STORE	FY2010-2011	DESTROY
900012370	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	RAM AIR ENGINEERING, INC.	FY2010-2011	DESTROY
900012371	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SERVICES PROGRAM	FY2010-2011	DESTROY
900012986	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, VEHICLE CITATIONS	FY2010-2011	DESTROY
900012985	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SVCS RENTAL DEP	FY2010-2011	DESTROY
900012372	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SVCS RENTAL FEE	FY2010-2011	DESTROY
900013912	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	RENEGADE RACING	FY2010-2011	DESTROY
900012373	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYES, JANICE FINANCE MGR-PETTY CASH	FY2010-2011	DESTROY
900012374	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYES, JANICE MATEO	FY2010-2011	DESTROY
900012375	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYNOLDS, DAVID	FY2010-2011	DESTROY
900012376	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYNOLDS, DAVID DEP CITY MGR-PETTY CASH	FY2010-2011	DESTROY
900012397	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	RITZ COMPANIES, THE	FY2010-2011	DESTROY
900013181	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	RK ENGINEERING GROUP	FY2010-2011	DESTROY

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900013908	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	ROSENFELD, KEN	FY2010-2011	DESTROY
900012377	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	RPW SERVICES, INC.	FY2010-2011	DESTROY
900012378	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SADDLEBACK FAMILY & URGENT CARE	FY2010-2011	DESTROY
900012379	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SADDLEBACK VALLEY UNIFIED SD	FY2010-2011	DESTROY
900013135	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAFECHECKS	FY2010-2011	DESTROY
900012380	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAN DIEGO GAS AND ELECTRIC	FY2010-2011	DESTROY
900012381	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAN JOAQUIN HILLS TRANS CORRIDOR	FY2010-2011	DESTROY
900012382	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SCCCA	FY2010-2011	DESTROY
900012898	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SCOTT, R. CRAIG	FY2010-2011	DESTROY
900013202	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SECURE LIVE SCAN	FY2010-2011	DESTROY
900014140	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SHARPS COMPLIANCE, INC	FY2010-2011	DESTROY
900012987	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SKYHAWK ACADEMY	FY2010-2011	DESTROY
900012385	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SMART & FINAL	FY2010-2011	DESTROY
900012899	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SONGSTAD, ALLAN	FY2010-2011	DESTROY

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900012386	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTH COAST WATER DISTRICT	FY2010-2011	DESTROY
900013000	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTH COAST WATERS	FY2010-2011	DESTROY
900012387	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES	FY2010-2011 (VOL 1)	DESTROY
900012388	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES	FY2010-2011 (VOL 2)	DESTROY
900014052	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES	FY2010-2011 (VOL 3)	DESTROY
900012389	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	STANDARD TEL	FY2010-2011	DESTROY
900013134	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	STAPLETON, VIVIAN	FY2010-2011	DESTROY
900012390	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	STATE DEPARTMENT OF JUSTICE	FY2010-2011	DESTROY
900014138	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	STONE IMAGERY	FY2010-2011	DESTROY
900012391	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	STUDIO TWO BLACK DIAMOND	FY2010-2011	DESTROY
900012392	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SUNSET PROPERTY SERVICES	FY2010-2011	DESTROY
900014139	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	SYMQUEST SERVICES	FY2010-2011	DESTROY
900012393	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	TAB PRODUCTS CO.	FY2010-2011	DESTROY
900012394	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	TARGET	FY2010-2011	DESTROY

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900013924	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	TECH WASH SERVICES, INC	FY2010-2011	DESTROY
900013925	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	TOMARK SPORTS, INC.	FY2010-2011	DESTROY
900012398	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	TRAUMA INTERVENTION PROGRAM	FY2010-2011	DESTROY
900013201	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	TYLERWORKS/FUND BALANCE	FY2010-2011	DESTROY
900013032	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	U-HAUL	FY2010-2011	DESTROY
900012399	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	U.S. POSTAL SERVICE	FY2010-2011	DESTROY
900013926	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	UPSIDE MARKETING & PROMOTIONS	FY2010-2011	DESTROY
900012400	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	VERIZON WIRELESS	FY2010-2011	DESTROY
900014137	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	WATKINS, CRAIG	FY2010-2011	DESTROY
900013927	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	WAXIE SANITARY SUPPLY	FY2010-2011	DESTROY
900012401	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	WELLS FARGO FINANCIAL LEASING	FY2010-2011	DESTROY
900013928	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	WEST PUBLISHING COMPANY	FY2010-2011	DESTROY
900012403	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	WHITE, DON	FY2010-2011	DESTROY
900012405	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	XEROX CORPORATION	FY2010-2011	DESTROY

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900014053	0300-15	5/15/2019	FINANCE	ACCOUNTS PAYABLE - VENDORS	YOUNG REMBRANDTS	FY2010-2011	DESTROY
900009303	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	CALIFORNIA EMERGENCY PHYSICIAN	FY2007-2008	DESTROY
900008103	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	CALPERS	FY2007-2008	DESTROY
900009301	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	CORVEL CORPOATION	FY2007-2008	DESTROY
900007040	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	CSAC EXCESS INSURANCE AUTHORITY	FY2007-2008	DESTROY
900007041	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	GUARDIAN	FY2007-2008	DESTROY
900007036	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	NORTHWESTERN MUTUAL LIFE	FY2007-2008	DESTROY
900007037	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	PACIFICARE HEALTH	FY2007-2008	DESTROY
900007042	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	PARS	FY2007-2008	DESTROY
900007035	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	REASSURE AMERICA LIFE INSURANCE	FY2007-2008	DESTROY
900007703	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	ST OF CAL, DEPT OF INDUST. RELATIONS	FY2007-2008	DESTROY
900007038	0300-17	5/15/2019	FINANCE	BENEFITS-VENDORS	STANDARD INSURANCE COMPANY	FY2007-2008	DESTROY
900013791	0300-30	5/15/2019	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2010-2011 1ST QUARTER	DESTROY
900014226	0300-30	5/15/2019	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2010-2011 2ND QUARTER	DESTROY
900014672	0300-30	5/15/2019	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2010-2011 3RD QUARTER	DESTROY
900015060	0300-30	5/15/2019	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY2010-2011 4TH QUARTER	DESTROY
900014952	0300-30	5/15/2019	FINANCE	WARRANT/CHECK REGISTERS	AND BENEFIT REPORTS	FY 2009/10 - 2010/11	DESTROY
900014778	0300-30	5/15/2019	FINANCE	WARRANT/CHECK REGISTERS	CHECK SIGNING RECORD	FY2010-2011	DESTROY

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900010680	0320-30	5/15/2019	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY2007-2008 1ST & 2ND QUARTERS	DESTROY
900010681	0320-30	5/15/2019	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY2007-2008 3RD & 4TH QUARTERS	DESTROY
900010678	0320-30	5/15/2019	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PARKING	FY2007-2008	DESTROY
900010677	0320-30	5/15/2019	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PAYROLL ACCOUNT	FY2007-2008	DESTROY
900010675	0320-30	5/15/2019	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	NATION'S TRUST TRADE CONFIRMATION	FY2007-2008	DESTROY
900006346	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 7713000-7713999 2008	DESTROY
900008186	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 7714000-7714999 2008	DESTROY
900008877	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	CASHED CHECKS, GENERAL	BANK OF AMERICA 7715000-7715999 2008	DESTROY
900007837	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	CASHED CHECKS, PAYROLL	BANK OF AMERICA 20000-20999 2008	DESTROY
900008878	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	CASHED CHECKS, PAYROLL	BANK OF AMERICA 21000-21999 2008	DESTROY
900007427	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	NUMERIC	7713500-7713999 2008	DESTROY
900007787	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	NUMERIC	7714000-7714499 2008	DESTROY
900008093	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	NUMERIC	7714500-7714999 2008	DESTROY
900008659	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	NUMERIC	7715000-7715499 2008	DESTROY
900009023	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	NUMERIC	7715500-7715999 2008	DESTROY
900009273	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	NUMERIC	7716000 - 7716499 2008	DESTROY
900007945	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	PAYROLL	20641-21140 2008	DESTROY

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900008269	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	PAYROLL	21141-21640 2008	DESTROY
900008969	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	PAYROLL	21641-22140 2008	DESTROY
900009346	0320-40	5/15/2019	FINANCE	ISSUED CHECKS	PAYROLL	22141-22640 2008	DESTROY
900014400	0320-43	5/15/2019	FINANCE	DEPOSIT SLIPS	BANK OF AMERICA	2008	DESTROY
900007352	0320-49	5/15/2019	FINANCE	ARMORED TRANSPORT RECEIPTS	BANK OF AMERICA	2007-2008	DESTROY
900009460	0360-30	5/15/2019	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2009 JAN - JUN	DESTROY
900009461	0360-30	5/15/2019	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2009 JUL - DEC	DESTROY
900011209	0370-38	5/15/2019	CITY CLERK	REJECTED BIDS	ALICIA PKWY/LA PAZ RD TRAFFIC SIGNAL	2010-03-11	DESTROY
900012656	0370-38	5/15/2019	CITY CLERK	REJECTED BIDS	CITYWIDE STREET MAINTENANCE 101-G	2010-09-23	DESTROY
900012834	0370-38	5/15/2019	CITY CLERK	REJECTED BIDS	COMMUNITY CENTER/COSTEAU PARK	2010-12-7 CIP 514/239	DESTROY
900010742	0370-38	5/15/2019	CITY CLERK	REJECTED BIDS	LAGUNA HILLS DRIVE PAVEMENT REHAB	2009-11-12	DESTROY
900009496	0370-38	5/15/2019	CITY CLERK	REJECTED BIDS	MOULTON PKWY PAVEMENT REHAB	2009-02-12	DESTROY
900011247	0370-38	5/15/2019	CITY CLERK	REJECTED BIDS	WEED ABATEMENT	2010-03-25	DESTROY
900009770	0370-60	5/15/2019	CITY CLERK	VENDOR LISTS/BROCHURES	TAB FOLDERS	2009-2012	DESTROY
900008866	0370-65	5/15/2019	CITY CLERK	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	COMMUNITY DEVELOPMENT SOFTWARE	2007-10-22 V001	DESTROY
900008867	0370-65	5/15/2019	CITY CLERK	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	COMMUNITY DEVELOPMENT SOFTWARE	2007-10-22 V002	DESTROY
900013868	0370-65	5/15/2019	CITY CLERK	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	COMPENSATION STUDY	2011-04-04	DESTROY

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900012999	0370-65	5/15/2019	CITY CLERK	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	ON-CALL GEOTECHNICAL ENGINEERING	2010-07-06	DESTROY
900014808	0370-65	5/15/2019	CITY CLERK	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	SOLID WASTE AND RECYCLING	2011-05-23	DESTROY
900017813	0370-65	5/15/2019	SERVICES COMMUNITY	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	SURVEILLANCE CAMERA SYSTEM UPGRADE	COMMUNITY CENTER 2013	DESTROY
900010328	0390-15	5/15/2019	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2007-2008 1ST - VOL 1	DESTROY
900009418	0390-15	5/15/2019	FINANCE	ACCOUNTS RECEIVABLE	SALES TAX-SBOE LOCAL REVENUE ALLOCATION DATA 07/14/2007 - 07/14/2008		DESTROY
900012753	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2010-2011 1ST QTR DRAWER 02	DESTROY
900013102	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2010-2011 2ND QTR DRAWER 02	DESTROY
900013420	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2010-2011 3RD QTR DRAWER 02	DESTROY
900013833	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2010-2011 4TH QTR DRAWER 02	DESTROY
900014336	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2010-2011 QTRS 1-4 DRAWER 03	DESTROY
900014331	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2010-2011 YEAR-END	DESTROY
900014337	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	AND CR REPORTS	FY2010-2011 YEAR-END DRAWER 3	DESTROY
900013579	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 APR CASH DRAWER 02	DESTROY
900013580	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 APR CASH DRAWER 03	DESTROY
900012922	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 AUGUST CASH DRAWER 02	DESTROY

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900012923	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 AUGUST CASH DRAWER 03	DESTROY
900012930	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 DEC CASH DRAWER 02	DESTROY
900012931	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 DEC CASH DRAWER 03	DESTROY
900013575	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 FEB CASH DRAWER 02	DESTROY
900013576	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 FEB CASH DRAWER 03	DESTROY
900013573	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 JAN CASH DRAWER 02	DESTROY
900013574	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 JAN CASH DRAWER 03	DESTROY
900012920	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 JULY CASH DRAWER 02	DESTROY
900012921	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 JULY CASH DRAWER 03	DESTROY
900013584	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 JUN CASH DRAWER 02	DESTROY
900013585	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 JUN CASH DRAWER 03	DESTROY
900013577	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 MAR CASH DRAWER 02	DESTROY
900013578	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 MAR CASH DRAWER 03	DESTROY
900013582	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 MAY CASH DRAWER 02	DESTROY

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900013583	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 MAY CASH DRAWER 03	DESTROY
900012928	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 NOV CASH DRAWER 02	DESTROY
900012929	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 NOV CASH DRAWER 03	DESTROY
900012926	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 OCT CASH DRAWER 02	DESTROY
900012927	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 OCT CASH DRAWER 03	DESTROY
900012924	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 SEPT CASH DRAWER 02	DESTROY
900012925	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY2010-2011 SEPT CASH DRAWER 03	DESTROY
900012752	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2010-2011 1ST QTR	DESTROY
900013103	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2010-2011 2ND QTR	DESTROY
900013422	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2010-2011 3RD QTR	DESTROY
900013835	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2010-2011 4TH QTR	DESTROY
900012751	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2010-2011 1ST QTR	DESTROY
900013104	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2010-2011 2ND QTR	DESTROY
900013421	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2010-2011 3RD QTR	DESTROY
900013834	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2010-2011 4TH QTR	DESTROY
900014338	0390-60	5/15/2019	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2010-2011 CASH DRAWER 03	DESTROY
900014296	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	ACCOUNTS RECEIVABLE 120	FY2010-2011	DESTROY
900014325	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	ACCT REC - REC FEES 12003	FY2010-2011	DESTROY
900014366	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	ARINV	FY2010-2011	DESTROY

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900014355	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BANK OF AMERICA ACCT./GENERAL ACCT. 00101	FY2010-2011	DESTROY
900013831	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 APRIL	DESTROY
900012854	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 AUGUST	DESTROY
900013283	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 DECEMBER	DESTROY
900013646	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 FEBRUARY	DESTROY
900013423	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 JANUARY	DESTROY
900012723	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 JULY	DESTROY
900014339	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 JUNE	DESTROY
900013781	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 MARCH	DESTROY
900013941	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 MAY	DESTROY
900013193	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 NOVEMBER	DESTROY
900013107	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 OCTOBER	DESTROY
900013007	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2010-2011 SEPTEMBER	DESTROY
900014301	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	C & D DEPOSITS	FY2010-2011	DESTROY
900014367	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	CANDIDATE STATEMENTS 45908	FY2010-2011	DESTROY
900014356	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	COMMUNICATION EVENTS	FY2010-2011	DESTROY
900014319	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	COURT FINES 46100	FY2010-2011	DESTROY
900014309	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	DELQ TAX SALE TEETER PLAN 40700	FY2010-2011	DESTROY
900014318	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	DUE FROM OTHER GOVS 152	FY2010-2011	DESTROY
900014317	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	DUE TO OTHER FUNDS 00250	FY2010-2011	DESTROY
900014334	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	ENGINEERING DEPOSITS 22444	FY2010-2011	DESTROY
900014292	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	ENGINEERING FEES	FY2010-2011	DESTROY
900014294	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	ENGINEERING TRUST ACCOUNTS	FY2010-2011	DESTROY

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900013830	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 APRIL	DESTROY
900012855	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 AUGUST	DESTROY
900013282	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 DECEMBER	DESTROY
900013647	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 FEBRUARY	DESTROY
900013424	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 JANUARY	DESTROY
900012733	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 JULY	DESTROY
900014340	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 JUNE	DESTROY
900013783	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 MARCH	DESTROY
900013940	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 MAY	DESTROY
900013194	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 NOVEMBER	DESTROY
900013106	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 OCTOBER	DESTROY
900013005	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2010-2011 SEPTEMBER	DESTROY
900014326	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FEES - 4TH OF JULY 45120	FY2010-2011	DESTROY
900014295	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FIRE FEES	FY2010-2011	DESTROY
900014316	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE CABLE 43000	FY2010-2011	DESTROY
900014315	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE SDG&E 43100	FY2010-2011	DESTROY
900014333	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE 50 CAL GAS 43300	FY2010-2011	DESTROY
900014311	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	IN-LIEU SALES TAX 41001	FY2010-2011	DESTROY
900014363	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	INTEREST ON UNAPPORT TAXES 40330	FY2010-2011	DESTROY
900014314	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	INTEREST RECEIVABLE 125	FY2010-2011	DESTROY
900014330	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MAPS & PUBLICATIONS 456	FY2010-2011	DESTROY
900014328	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MARATHON REGISTRATION 45160	FY2010-2011	DESTROY
900014329	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MARATHON SPONSORS 45161	FY2010-2011	DESTROY

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900014359	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MARINE 3/5 22151	FY2010-2011	DESTROY
900014362	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MEDICAL COBRA 21220	FY2010-2011	DESTROY
900014358	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MEETING EXPENSE 61200	FY2010-2011	DESTROY
900014313	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MISCELLANEOUS REVENUE 459	FY2010-2011	DESTROY
900014285	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	MOTOR VEHICLE IN LIEU 413	FY2010-2011	DESTROY
900014298	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	NSF CHECKS 12001	FY2010-2011	DESTROY
900014300	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PLANNING DEPOSITS	FY2010-2011	DESTROY
900014299	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PLANNING FEES	FY2010-2011	DESTROY
900014357	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROGRAM SUPPLIES 31062	FY2010-2011	DESTROY
900014364	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROP TAX SEC PUBLIC UTILITY 40030	FY2010-2011	DESTROY
900014304	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED CURRENT 400	FY2010-2011	DESTROY
900014297	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED HOMEOWNER 40010	FY2010-2011	DESTROY
900014306	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED PRIOR YEAR 40200	FY2010-2011	DESTROY
900014293	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED SUPP ROLL 40020	FY2010-2011	DESTROY
900014305	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX UNSECURED CURRENT 40100	FY2010-2011	DESTROY
900014383	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	PROPTAX MISCELLA 40210	FY2010-2011	DESTROY
900014307	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	REAL PROPERTY TRANSFER TAX 40400	FY2010-2011	DESTROY
900014368	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	REC PROP DAMAGES 45903	FY2010-2011	DESTROY
900014312	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECEPENOFFSET 45905	FY2010-2011	DESTROY
900013832	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 APRIL	DESTROY

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900012856	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 AUGUST	DESTROY
900013281	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 DECEMBER	DESTROY
900013648	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 FEBRUARY	DESTROY
900013425	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 JANUARY	DESTROY
900012732	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 JULY	DESTROY
900014341	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 JUNE	DESTROY
900013782	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 MARCH	DESTROY
900013942	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 MAY	DESTROY
900013195	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 NOVEMBER	DESTROY
900013105	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 OCTOBER	DESTROY
900013004	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2010-2011 SEPTEMBER	DESTROY
900014289	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RENTAL FEES 45501	FY2010-2011	DESTROY
900014290	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	RENTAL FEES 45502	FY2010-2011	DESTROY
900014320	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	SAAV 46200	FY2010-2011	DESTROY
900014310	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	SALES & USE TAX 41000	FY2010-2011	DESTROY
900014308	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	SEC PY PENALTIES 40310	FY2010-2011	DESTROY
900014365	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	SENIOR MOBILITY PROGRAM 22141	FY2010-2011	DESTROY
900014302	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	SWIMMING POOL BONDS	FY2010-2011	DESTROY
900014286	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	TAXES RECVBLE 00110	FY2010-2011	DESTROY
900014321	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	TRAFFIC PERMIT 44303	FY2010-2011	DESTROY
900014291	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	VEHICLE CODE FINES 460	FY2010-2011	DESTROY
900014360	0390-65	5/15/2019	FINANCE	RECEIPTS, GENERAL	VLF PROPERTY TAX 40600	FY2010-2011	DESTROY
900009375	0410-10	5/15/2019	CITY CLERK	AGENDAS	2009		DESTROY
900010966	0410-10	5/15/2019	CITY CLERK	AGENDAS	2010		DESTROY

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900013320	0410-10	5/15/2019	CITY CLERK	AGENDAS	2011		DESTROY
900014955	0410-10	5/15/2019	CITY CLERK	AGENDAS	2012		DESTROY
900009376	0410-10	5/15/2019	CITY CLERK	AGENDAS	ACTION AGENDA	2009	DESTROY
900011084	0410-10	5/15/2019	CITY CLERK	AGENDAS	ACTION AGENDA	2010	DESTROY
900013321	0410-10	5/15/2019	CITY CLERK	AGENDAS	ACTION AGENDA	2011	DESTROY
900014984	0410-10	5/15/2019	CITY CLERK	AGENDAS	ACTION AGENDA	2012	DESTROY
900009377	0410-10	5/15/2019	CITY CLERK	AGENDAS	AGENDA APPROVAL FORMS	2009	DESTROY
900010965	0410-10	5/15/2019	CITY CLERK	AGENDAS	AGENDA APPROVAL FORMS	2010	DESTROY
900013319	0410-10	5/15/2019	CITY CLERK	AGENDAS	AGENDA APPROVAL FORMS	2011	DESTROY
900014956	0410-10	5/15/2019	CITY CLERK	AGENDAS	AGENDA APPROVAL FORMS	2012	DESTROY
900009379	0410-10	5/15/2019	CITY CLERK	AGENDAS	TO DO LIST	2009	DESTROY
900011086	0410-10	5/15/2019	CITY CLERK	AGENDAS	TO DO LIST	2010	DESTROY
900013322	0410-10	5/15/2019	CITY CLERK	AGENDAS	TO DO LIST	2011	DESTROY
900014985	0410-10	5/15/2019	CITY CLERK	AGENDAS	TO DO LIST	2012	DESTROY
900011087	0410-13	5/15/2019	CITY CLERK	REQUESTS TO SPEAK	2010		DESTROY
900013323	0410-13	5/15/2019	CITY CLERK	REQUESTS TO SPEAK	2011		DESTROY
900006095	0410-14	5/15/2019	CITY CLERK	AGENDA PACKETS	07-01-16	COMMISSION INTERVIEWS	DESTROY
900009514	0410-14	5/15/2019	CITY CLERK	AGENDA PACKETS	09-01-20	COMMISSION INTERVIEWS	DESTROY
900013434	0410-14	5/15/2019	CITY CLERK	AGENDA PACKETS	11-01-12	COMMISSION INTERVIEWS	DESTROY
900011115	0410-14	5/15/2019	CITY CLERK	AGENDA PACKETS	POSTING OF AGENDA REPORTS	2010-2012	DESTROY
900006124	0410-25	5/15/2019	CITY CLERK	CLOSED SESSIONS	CLOSED SESSION FORM	2007-2010	DESTROY
900010645	0410-30	5/15/2019	CITY CLERK	COUNCIL MEMBER AS CITY REP	2009-2012		DESTROY

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900010994	0410-37	5/15/2019	CITY CLERK	MEETING SCHEDULES/NOTICES	2010		DESTROY
900015107	0410-37	5/15/2019	CITY CLERK	MEETING SCHEDULES/NOTICES	2012	APPROVED MEETING SCHEDULE	DESTROY
900005926	0410-37	5/15/2019	CITY CLERK	MEETING SCHEDULES/NOTICES	CITY COUNCIL DEADLINES	2008-2012	DESTROY
900008381	0410-40	5/15/2019	CITY CLERK	STUDY SESSIONS	JUNE 10 2008		DESTROY
900013650	0410-47	5/15/2019	CITY CLERK	WORKSHOPS	CITY COUNCIL WORKSHOP	2011	DESTROY
900009382	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2009	DESTROY
900010968	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2010	DESTROY
900013327	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2011	DESTROY
900015027	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	CERTIFICATES PRESENTED BY CITY	2012	DESTROY
900010971	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	CONDOLENCES	2010 - 2012	DESTROY
900010970	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	PRESENTATIONS TO THE CITY	2010	DESTROY
900013329	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	PRESENTATIONS TO THE CITY	2011	DESTROY
900015029	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	PRESENTATIONS TO THE CITY	2012	DESTROY
900010969	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2010	DESTROY
900013328	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2011	DESTROY
900015028	0410-65	5/15/2019	CITY CLERK	PROCLAMATIONS	PROCLAMATIONS PRESENTED BY CITY	2012	DESTROY
900004374	0430-30	5/15/2019	CITY CLERK	STATE/FEDERAL ELECTIONS	2006-06-06		DESTROY
900007453	0430-30	5/15/2019	CITY CLERK	STATE/FEDERAL ELECTIONS	2008-02-05		DESTROY

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900009109	0430-30	5/15/2019	CITY CLERK	STATE/FEDERAL ELECTIONS	2008-11-04		DESTROY
900009637	0430-30	5/15/2019	CITY CLERK	STATE/FEDERAL ELECTIONS	2009-05-19		DESTROY
900013054	0430-30	5/15/2019	CITY CLERK	STATE/FEDERAL ELECTIONS	2010-11-02		DESTROY
900015444	0430-30	5/15/2019	CITY CLERK	STATE/FEDERAL ELECTIONS	2012-11-06		DESTROY
900012574	0430-60	5/15/2019	CITY CLERK	INITIATIVES (PETITIONS)	CITY COUNCIL TERM LIMITS	KOGERMAN, BARBARA 2010	DESTROY
900002846	0440-05	5/15/2019	CITY CLERK	CONFLICT OF INTEREST	CALENDARS AND CORRESPONDENCE	2005-2006	DESTROY
900005936	0440-05	5/15/2019	CITY CLERK	CONFLICT OF INTEREST	CALENDARS AND CORRESPONDENCE	2007-2009	DESTROY
900011091	0440-05	5/15/2019	CITY CLERK	CONFLICT OF INTEREST	CALENDARS AND CORRESPONDENCE	2010-2012	DESTROY
900001567	0450-05	5/15/2019	CITY CLERK	CODE ENFORCEMENT PROGRAM	WEEKEND CODE ENFORCEMENT	2004-2005	DESTROY
900004609	0480-55	5/15/2019	CITY CLERK	FEDERAL	2006-2008		DESTROY
900005939	0480-60	5/15/2019	CITY CLERK	STATE	2007-2009		DESTROY
900005752	0500-05	5/15/2019	CITY CLERK	PERSONNEL ADMINISTRATION	2006-2010		DESTROY
900001839	0500-25	5/15/2019	CITY CLERK	EMPLOYEE AWARDS AND COMMENDATION	2005 - 2010		DESTROY
900003329	0520-10	5/15/2019	CITY CLERK	COMPENSATION PLANS	2005		DESTROY
900006719	0520-10	5/15/2019	CITY CLERK	COMPENSATION PLANS	2007		DESTROY
900013685	0610-60	5/15/2019	CITY CLERK	TEMPORARY USE PERMITS	GENERAL		DESTROY
900015246	0620-05	5/15/2019	CITY CLERK	ENVIRONMENTAL REVIEW	MV CABOT-CAMINO CAPISTRANO	BRIDGE PROJECT	DESTROY
900001652	0670-20	5/15/2019	CITY CLERK	CDBG APPLICATIONS	CDBG FUNDING APPLICATION	FY 2005-2006	DESTROY
900003910	0670-20	5/15/2019	CITY CLERK	CDBG APPLICATIONS	CDBG FUNDING APPLICATION	FY 2006-2007	DESTROY

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900012839	0680-20	5/15/2019	CITY CLERK	TEMPORARY SIGN PERMITS	24401 RIDGE ROUTE	ROAD CONSTRUCTION	DESTROY
900005940	0690-20	5/15/2019	CITY CLERK	PROJECTS/PROGRAMS	2007 ANNUAL ECONOMIC ASSESSMENT	REPORT	DESTROY
900016755	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2013 ART ROOM		DESTROY
900016761	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2013 CLASSROOM		DESTROY
900016758	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2013 HERITAGE ROOM JANUARY - JUNE		DESTROY
900016757	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2013 HERITAGE ROOM JULY-DECEMBER		DESTROY
900016810	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2013 MEETING ROOMS ABC JANUARY-JUNE		DESTROY
900016759	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2013 MEETING ROOMS ABC JULY-DECEMBER		DESTROY
900016756	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2013 PHYSICAL ACTIVITY ROOM		DESTROY
900016754	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	ATHLETIC FACILITY PERMITS	2013	DESTROY
900016753	0700-30	5/15/2019	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	PICNIC SHELTERS	2013	DESTROY
900006288	0700-40	5/15/2019	CITY CLERK	VANDALISM/GRAFFITI	GRAFFITI	2007-2009	DESTROY
900006720	0700-60	5/15/2019	CITY CLERK	FUNDING PROGRAMS	PARK FUNDS	PER CAPITA GRANT PROGRAM	DESTROY
900009328	0700-60	5/15/2019	CITY CLERK	FUNDING PROGRAMS	PLAYFUL CITY USA		DESTROY
900002494	0710-15	5/15/2019	CITY CLERK	CIVIC CENTER BUDGET	LAGUNA HILLS CIVIC CENTER	2005/2006 - 2008/2009	DESTROY
900013436	0800-60	5/15/2019	BUILDING	INSPECTION LOGS	2011 INSPECTION RUN SHEETS		DESTROY

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900010636	0810-05	5/15/2019	CITY CLERK	ENGINEERING PERMITS/SUBDIVISIONS	FENCE ON CITY EASEMENT	25311 GALLUP CIRCLE	DESTROY
900009009	0820-18	5/15/2019	CITY CLERK	CIP CERTIFIED PAYROLL	ALISO HILLS SLOPE RENOVATION	CIP NO. 316	DESTROY
900008360	0820-18	5/15/2019	CITY CLERK	CIP CERTIFIED PAYROLL	BECKENHAM PARK RENOVATIONS	CIP NO. 229	DESTROY
900004541	0820-18	5/15/2019	CITY CLERK	CIP CERTIFIED PAYROLL	COUNTY CLERK RECORDERS OFFICE	DRE POWER AND CABLING	DESTROY
900004570	0820-18	5/15/2019	CITY CLERK	CIP CERTIFIED PAYROLL	MOULTON PARKWAY WIDENING	CIP NO. 138	DESTROY
900007391	0840-05	5/15/2019	CITY CLERK	TRANSPORTATION	GO LOCAL STUDY	2007-2009	DESTROY
900001697	0860-05	5/15/2019	CITY CLERK	TRAFFIC ENGINEERING	ALISO CREEK SOUND WALL	NOISE MITIGATION	DESTROY
900000528	0910-50	5/15/2019	CITY CLERK	SPECIAL EVENTS	FOURTH OF JULY	2004-2008	DESTROY
900016730	0910-50	5/15/2019	SERVICES COMMUNITY	SPECIAL EVENTS	FOURTH OF JULY	2013	DESTROY
900006122	0930-40	5/15/2019	CITY CLERK	PUBLIC SCHOOLS	LAGUNA HILLS HIGH SCHOOL	STADIUM	DESTROY
900004304	0930-40	5/15/2019	CITY CLERK	PUBLIC SCHOOLS	LAGUNA HILLS STUDENT LIAISON	2006-2008	DESTROY
900015464	0930-40	5/15/2019	CITY CLERK	PUBLIC SCHOOLS	VALENCIA ELEMENTARY SCHOOL	2012	DESTROY
900013175	0940-30	5/15/2019	CITY CLERK	YOUTH SPORTS ACTIVITIES	ADVERTISING BANNERS IN CITY PARK	2010	DESTROY
900003256	0950-20	5/15/2019	CITY CLERK	ACTIVITIES/SPECIAL PROGRAMS	GET FIT CAMPAIGN		DESTROY
900016683	0950-20	5/15/2019	SERVICES COMMUNITY	ACTIVITIES/SPECIAL PROGRAMS	HALF MARATHON 5K 2013		DESTROY
900007107	0950-20	5/15/2019	CITY CLERK	ACTIVITIES/SPECIAL PROGRAMS	SCHOLARSHIP PROGRAM REVISIONS	2007	DESTROY
900016733	0950-20	5/15/2019	SERVICES COMMUNITY	ACTIVITIES/SPECIAL PROGRAMS	SPRING	2013	DESTROY
900016734	0950-20	5/15/2019	SERVICES COMMUNITY	ACTIVITIES/SPECIAL PROGRAMS	SUMMER	2013	DESTROY
900016732	0950-20	5/15/2019	SERVICES COMMUNITY	ACTIVITIES/SPECIAL PROGRAMS	WINTER	2013	DESTROY

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900000039	0950-25	5/15/2019	CITY CLERK	VOLUNTEER PROGRAMS	2004-2007		DESTROY
900007696	0950-25	5/15/2019	CITY CLERK	VOLUNTEER PROGRAMS	2008-2011		DESTROY
900006461	0950-25	5/15/2019	CITY CLERK	VOLUNTEER PROGRAMS	ARBOR DAY	2007	DESTROY
900015070	0950-25	5/15/2019	SERVICES COMMUNITY	VOLUNTEER PROGRAMS	VOLUNTEER CONNECTION DAY	2011-2013	DESTROY
900013072	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 FALL REGISTRATION FORMS	A-L VOL. I	DESTROY
900013073	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 FALL REGISTRATION FORMS	M-Z VOL. I	DESTROY
900013068	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 SPRING REGISTRATION FORMS	A-L VOL. I	DESTROY
900013069	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 SPRING REGISTRATION FORMS	M-Z VOL. I	DESTROY
900013070	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 SUMMER REGISTRATION FORMS	A-L VOL. I	DESTROY
900013071	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 SUMMER REGISTRATION FORMS	M-Z VOL. I	DESTROY
900014595	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 WINTER LEAGUE REGISTRATION FORMS		DESTROY
900013066	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 WINTER REGISTRATION FORMS	A-L VOL. I	DESTROY
900013067	0950-30	5/15/2019	SERVICES COMMUNITY	REGISTRATION FORMS	2011 WINTER REGISTRATION FORMS	M-Z VOL. I	DESTROY
036072	1010-05	5/15/2019	CITY CLERK	CABLE TELEVISION	DIRECTORY OF CABLE OPERATORS	2004	DESTROY
900003296	1010-05	5/15/2019	CITY CLERK	CABLE TELEVISION	DIRECTORY OF CABLE OPERATORS	2005	DESTROY
900009827	1060-35	5/15/2019	SERVICES COMMUNITY	FRANCHISE ADMINISTRATION	CR&R	2009-2010 ANNUAL REPORTS	DESTROY

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900009595	1060-35	5/15/2019	ADMINISTRATION	FRANCHISE ADMINISTRATION	CR&R QUARTERLY REPORTS	FY2009-2010	DESTROY
900010232	1060-35	5/15/2019	ADMINISTRATION	FRANCHISE ADMINISTRATION	ECONOMICS MEMOS/REPORTS	FY2008-2010	DESTROY
900009555	1060-35	5/15/2019	ADMINISTRATION	FRANCHISE ADMINISTRATION	SOLAG/CR&R	FY2009-2010	DESTROY
900012249	1060-35	5/15/2019	ADMINISTRATION	FRANCHISE ADMINISTRATION	TIERRA VERDE/GREENWASTE	FY2010 DISPOSAL REPORTS	DESTROY
900011203	1060-50	5/15/2019	SERVICES COMMUNITY	HOUSEHOLD HAZARDOUS WASTE	DISPOSAL PROGRAMS	2010 FOOD WASTE PROGRAMS	DESTROY
900009718	1060-50	5/15/2019	ADMINISTRATION	HOUSEHOLD HAZARDOUS WASTE	USED OIL	BLOCK GRANT-15TH CYCLE 2009-2010	DESTROY
900003845	1080-05	5/15/2019	CITY CLERK	WATER MANAGEMENT	2005-2007		DESTROY

Record Count: 607



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Resolution Establishing a New Employment Classification Along with Salary Range and Benefits for a Position Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing a new Employment Classification along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

SUMMARY:

With the impending retirement of the City's long-time Accounting Specialist, as is the practice of the City, staff conducted a thorough review of the current structure and staffing complement of the Finance Division within the General Government Department. Taking into account the present and future needs of the City, staff is recommending the addition of two Extended Part-Time Accounting Specialists rather than filling the position of Full-Time Accounting Specialist. It is anticipated that the Extended Part-Time Accounting Specialists will each work approximately 25-30 hours per week. This new staffing complement would allow for an additional 10-20 hours of support for the Finance Division than current staffing allows. Also to note, the additional staff member would provide the Finance Division greater flexibility in maintaining the City's internal control procedures.

The current annual cost for a Full-Time Accounting Specialist is approximately \$115,600,

Resolution Establishing a New Employment Classification

May 14, 2019

Page 2

which includes all salary and benefits costs. The estimated cost for adding two Extended Part-Time Accounting Specialists is \$115,900. The current monthly salary for the Accounting Specialist is \$5,261 - \$6,394, or \$30.35 - \$36.89 on an hourly basis. This range is based on the average of the comparator agencies' average plus five percent for the Accounting Specialist position.

This position would be subject to all provisions of the MOU. However, because there are currently no Extended Part-Time classifications authorized in the most recent Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA) and, as stated previously, this position will be included in the bargaining unit represented by LHCEA, it is necessary for the City Council to approve the new classification and salary range to the MOU by adopting the attached Resolution.

FISCAL IMPACT:

The current annual cost for a Full-Time Accounting Specialist is approximately \$115,600, which includes all salary and benefits costs. The estimated cost for adding two Extended Part-Time Accounting Specialists is \$115,900. The cost for the two Extended Part-Time Accounting Specialists will be incorporated into the upcoming 2019-2021 Biennial Budget.

ATTACHMENTS:

- Resolution Adding Extended Part-Time Accounting Specialist Classification

RESOLUTION NO. 2019-05-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A NEW EMPLOYMENT CLASSIFICATION ALONG WITH SALARY RANGE AND BENEFITS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

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

WHEREAS, on June 12, 2018, the City Council approved and adopted the Memorandum of Understanding ("MOU") between the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA" or "Association"), which became effective July 1, 2018, and will remain in effect until June 30, 2021; and

WHEREAS, Section IV of the MOU, entitled "Salary and Pay," establishes the employment classifications and the Salary Schedule for those positions in the bargaining unit covered by the MOU as of the time of the signing of the MOU, including both full-time positions (non-management) and extended part-time positions; and

WHEREAS, upon recommendation of the City Manager, the City Council now wishes to add a new extended part-time, non-management position to the bargaining unit covered by the MOU.

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

SECTION 1. The purpose and intent of this Resolution is to establish a new extended part-time, non-management employment classification and salary range for the position of "Accounting Specialist" to Section IV, "Salary and Pay," of the MOU between the City and the Association.

SECTION 2. The new extended part-time, non-management employment classification and salary range established by this Resolution for the "Accounting Specialist" position will be included in the bargaining unit covered by the MOU and represented by the Association and all provisions in the MOU between the City and the Association will be applicable to this new position.

SECTION 3. The following new extended part-time, non-management employment classification is hereby established and assigned the following salary range:

EXTENDED PART-TIME POSITION – NON MANAGEMENT	HOURLY RANGE	
Accounting Specialist	\$ 30.35	\$ 36.89

SECTION 4. The Members of the Association have been notified concerning the actions set forth herein.

SECTION 5. The changes to the employment classifications and salary ranges set forth herein shall be effective May 15, 2019.

PASSED, APPROVED, AND ADOPTED this 14th day of May 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-05-14-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 14th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Claim of Steven Bohm and Application for Leave to Present a Late Claim

RECOMMENDATION: That the City Council: (1) Deny the Application for Leave to Present a Late Claim submitted by Claimant Steven Bohm on the grounds that the criteria established in Government Code Section 911.6 for excusing the late claim are not met; and (2) Direct the City Clerk to provide written notice to claimant Steven Bohm that his application is denied and that his underlying Claim is again returned as untimely.

SUMMARY:

The City received a late "Claim for Damages to Person or Property" (Claim) from Steven Bohm (Claimant) on March 25, 2019, for a slip and fall incident that occurred on June 30, 2018, at the privately owned and maintained Moulton Ranch Park in Laguna Hills. Subsequently, on April 26, 2019, the City received an "Application for Leave to File Late Claim" ("Application") from the Claimant. The Claimant's Application failed to establish any of the statutory criteria under the Government Tort Claims Act for excusing the filing of the late Claim. It is recommended that the City Council deny the Claimant's Application.

BACKGROUND:

On March 25, 2019, the City received a "Claim for Damages to Person or Property" from Steven Bohm, 47310 Heliotrope, Palm Desert, CA 92260 (**Attachment 1**). The claimant alleges that he slipped and fell due to sand on the pavement at Moulton Ranch Park in Laguna Hills – a private park owned and maintained by Moulton Ranch III Homeowners

Application for Leave to Present a Late Claim

May 14, 2019

Page 2

Association. Pursuant to the City of Laguna Hills Liability Claims Administration Procedures, effectuated by City Council Resolution No. 2016-09-13-1, the City processed and submitted the claim to its third party claims administrator (“TPA”) on March 25, 2019, for investigation.

After its review of the claim, the TPA determined that the Claimant did not submit the Claim within six months after the event or occurrence as required by Section 901 and 911.2 of the California Government Code and subsequently notified the Claimant that the Claim was late. Consequently, the City returned the late Claim within 45 days of receipt of the Claim as required by Section 911.4 of the California Government Code (**Attachment 2**). Both the City and the TPA notified the Claimant that his only recourse was to submit to the City an “Application for Leave to Present a Late Claim”. On April 26, 2019, the City received a letter from the Claimant’s entitled “Application for Leave to Present a Late Claim” (**Attachment 3**).

ANALYSIS:

Pursuant to the Government Tort Claims Act, the City Council must take action on the Claimant’s pending “Application for Leave to Present a Late Claim”, dated April 26, 2019, to the extent that the Claim is for personal injury. Furthermore, an “Application for Leave to Present a Late Claim” must be presented to the public entity within a reasonable time not to exceed one year after the accrual of the cause of action, must state the reason for the delay in presenting the Claim, and the proposed Claim must be attached. Cal. Gov’t Code § 911.4. The Claimant’s Application did not state any reasons for the delay in presenting the Claim and, in addition, the Claimant did not attach a copy of the Claim to his Application.

The City must grant the application where one or more of the following is applicable: (1) the Claim was not presented in a timely fashion because of mistake, inadvertence, surprise or excusable neglect, but only if the public entity would not be prejudiced in its defense by the failure to have presented a timely Claim; (2) the Claimant was a minor throughout the Claim period; (3) the Claimant was physically or mentally incapacitated throughout the Claim period; (4) the Claimant died before the expiration of the Claims period. Cal. Gov’t Code § 911.6. These are the same grounds upon which a petition to be relieved from the claims requirement can be granted. Cal. Gov’t Code §§ 911.6, 946.6. The burden is on the Claimant to establish the grounds for relief by a preponderance of the evidence. *Toscano v. County of Los Angeles*, 92 Cal. App. 3d 775, 155 Cal. Rptr. 146 (1979); *El Dorado Irrigation District v. Superior Court*, 98 Cal. App. 3d 57, 62-63, 159 Cal.

Application for Leave to Present a Late Claim

May 14, 2019

Page 3

Rptr. 267 (1979). *See also* CEB, California Government Tort Liability Practice §§ 7.31 - 7.39 (4th ed. 2003). Based on staff's review of the Application, the Claimant has not met this burden.

A late Claim is excused when the delay was due to “mistake, inadvertence, surprise or excusable neglect” and the public entity will not be prejudiced in its defense of the Claim by this delay. Cal. Gov’t Code § 911.6(b)(1). The standard for showing mistake, inadvertence, surprise or excusable neglect is the same standard as under Cal. Civ. Proc. Code § 473. *City of Fresno v. Superior Court*, 104 Cal. App. 3d 25, 32, 163 Cal. Rptr. 807 (1980). A mistake must be reasonable to justify delay. The California Supreme Court has defined “excusable neglect” as “neglect that might have been the act or omission of a reasonably prudent person under the same or similar circumstances.” *Ebersol v. Cowan*, 35 Cal. 3d 427, 197 Cal. Rptr. 601 (1983).

Prejudice to the public entity is not an issue unless the Claimant establishes excusable neglect. In other words, prejudice is an additional reason to deny an application but lack of prejudice is not a reason to grant a petition. *Rojas v. Riverside General Hospital*, 203 Cal. App. 3d 1151, 1163, 205 Cal. Rptr. 435 (1988), overruled on other grounds, *Passavanti v. Williams*, 225 Cal. App. 3d 1602, 275 Cal. Rptr. 887 (1990); *Hasty v. County of Los Angeles*, 61 Cal. App. 3d 623, 131 Cal. Rptr. 347 (1976). The Claimant’s ignorance of the Claims filing requirement, standing alone, does not constitute excusable neglect. *El Dorado Irrigation District v. Superior Court*, 98 Cal. App. 3d 57, 159 Cal. Rptr. 267 (1979).

CONCLUSION:

As stated above, the Claimant has failed to establish any of the statutory criteria under the Government Tort Claims Act for excusing the filing of the late Claim, to the extent that the Claim is for personal injury. Therefore, it is recommended that the City Council deny the Application.

ATTACHMENTS:

- Claim
- Notice of Return of Late Claim
- Application for Leave to Present a Late Claim



CITY OF LAGUNA HILLS

Administration and Finance

March 25, 2019

Jaclyn Marquez
Carl Warren & Company
P.O. Box 25180
Santa Ana, California 92799-5180

RE: CLAIMANT: STEVEN BOHM
CLAIM NO.: C1902

Ms. Marquez:

The enclosed Claim was presented to this office this date and has been referred to the appropriate City department for its investigation and also to the offices of Woodruff, Spradlin & Smart, Attention of Greg Simonian. By this letter, you are authorized to commence the necessary investigation of this claim on behalf of the City.

We request that you give such notices as may be appropriate to the City's insurance carrier(s) and further request that you submit your preliminary and all subsequent reports to me, with a copy to the City's insurance carrier, if appropriate.

Sincerely,

Melissa Au-Yeung
Deputy City Manager/City Clerk

Enclosure

cc: City Attorney
Finance Director
Public Services Director

CITY OF LAGUNA HILLS

CLAIM FOR DAMAGES To Person or Property

Reserve for Date Stamp

LGHCC MAR25'19 AM 8:53

Claim No. C1902Received by Sandy C.Via: U.S. Mail ☒
Hand Delivered ☐

1. Claims for death or injury to person or to personal property must be filed not later than six months after the occurrence (Government Code Section 911.2). Be sure your claim is against the City of Laguna Hills, not another public entity.
2. Claims for damages to real property must be filed not later than one year after the occurrence (Government Code Section 911.2).
3. Read the entire claim before filing.
4. See page four for the diagram upon which to locate the place of the accident.
5. This claim form must be signed on page three at the bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claims must be filed with the City Clerk (Government Code Section 915a).

THE UNDERSIGNED RESPECTFULLY SUBMITS THE FOLLOWING CLAIM AND INFORMATION RELATIVE TO DAMAGE TO PERSONS AND/OR PERSONAL PROPERTY PURSUANT TO THE PROVISIONS OF SECTIONS 900 THROUGH 915.2 OF THE GOVERNMENT CODE:

Completed claims must be mailed or delivered to:

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

CLAIMANT INFORMATION

Name: Steven BohmAddress: 47310 Heliotrope
Palm Desert, CA 92260Phone: Daytime () 7602380196Evening () 7602380196

1. Name, telephone number, and address to which claimant desires notices to be sent, if other than above:

2. **WHEN** did damage or injury occur? (Give exact date and hour)

June 30, 2018

Attachment: Claim (1852 : Application for Leave to Present a Late Claim)

City of Laguna Hills
Claim Form
Page 2

3. **WHERE** did damage or injury occur? (State specific location and locate on diagram on page four, where appropriate. Give street names and addresses and measurements from landmarks.)

Moulton Ranch Park,
Meadow Crest Dr + Bridlewood
Laguna Hills

4. **HOW** did damage or injury occur? (Give full details)

I was playing with my grandchildren
+ slipped on the pavement due to the
sand on the pavement, I reached out
for my grandchild, fell

5. What particular act or omission by the City, or its employees, caused the alleged damage or injury?

Sand should not be at play
ground that can cause it to
be slippery

6. Give a description of the injury, property damage, or loss, so far as is known at the time of filing this claim. If there were no injuries, state, "No injuries."

hit my head, jaw & eye, & head
injured.
Jaw is still not all the way healed

7. Give the name(s) of the City employee(s) causing the damage or injury:

8. Give names and addresses of any other persons injured:

9. Give names and addresses of owners of any damaged property:

Attachment: Claim (1852 : Application for Leave to Present a Late Claim)

City of Laguna Hills
Claim Form
Page 3

10. Give names and addresses of all witnesses, hospitals, doctors, etc.:

ST Joseph Hospital
Care Ambulance service
Dr Nathan Sautter

11. Damages claimed:

- a. Amount claimed as of this date: \$ 2329.55
- b. Estimated amount of future costs \$ 1000.00 + or -
- c. Total amount claimed: \$ 3329.55 + or -
- d. Basis for computation of amounts claimed (include copies of **all** bills, invoices, estimates, etc.):

1000 is for jaw pain that I still have
not sure if I will need further care

12. Expenditures made on account of accident or injury: (Date - Item)

See sheets

13. Insurance payments received, if any, and name(s) of Insurance Company(ies):

See sheets

14. Any additional information that might be helpful in considering this claim:

I lost consciousness for a time. had
to postpone my flight that I was to
take that day

I HAVE READ THE MATTERS AND STATEMENTS MADE IN THE ABOVE CLAIM AND KNOW THE SAME TO BE TRUE OF MY OWN KNOWLEDGE, EXCEPT AS TO THOSE MATTERS STATED UPON INFORMATION OR BELIEF AND AS TO SUCH MATTERS I BELIEVE THAT SAME TO BE TRUE. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed this 30 day of January 2019, at Palm Desert
California
(State)

STB

Claimant's Signature

Attachment: Claim (1852 : Application for Leave to Present a Late Claim)

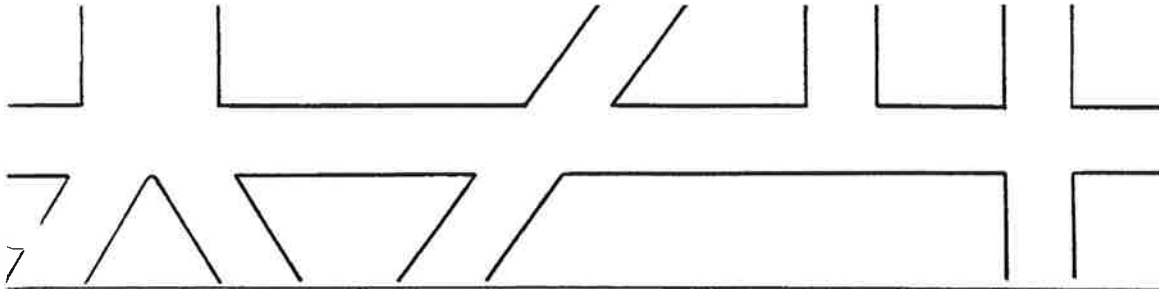
READ CAREFULLY

For all accident claims, place on the following diagram the names of streets, including north, east, south, and west; indicate place of accident by "X" and by showing house numbers or distances to street corners.

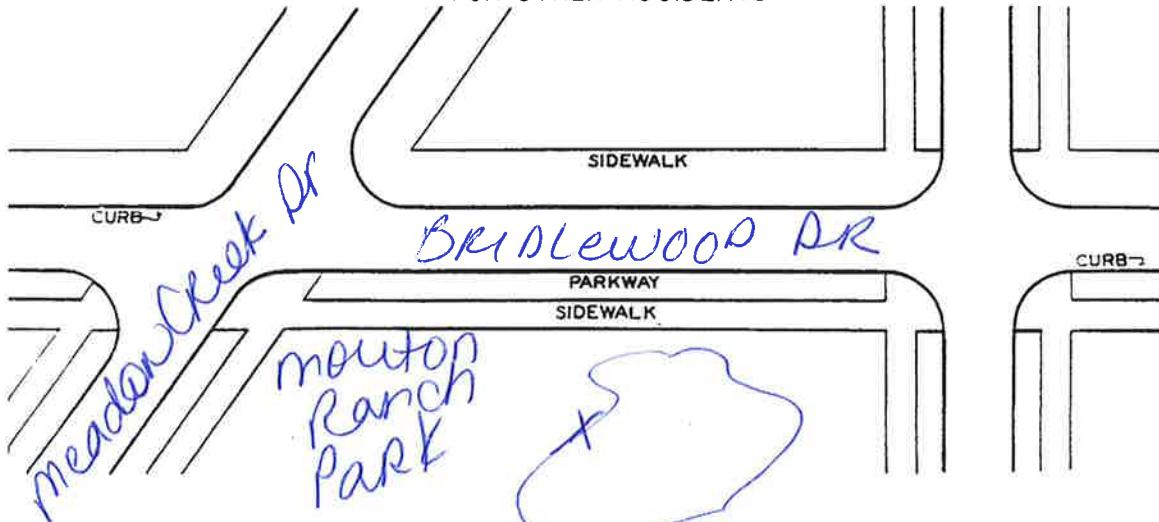
If a City vehicle was involved, designate with the letter "A" the location of the City vehicle when you first saw it, and with the letter "B" the location of you or your vehicle when you first saw the City vehicle. Designate with "A-1" the location of the City vehicle at the time of the accident, and designate your location or the location of your vehicle at the time of the accident with "B-1". Designate the point of impact with an "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



Sty Br

Signature of Claimant or
 Person filing on his behalf,
 Giving relationship to
 Claimant

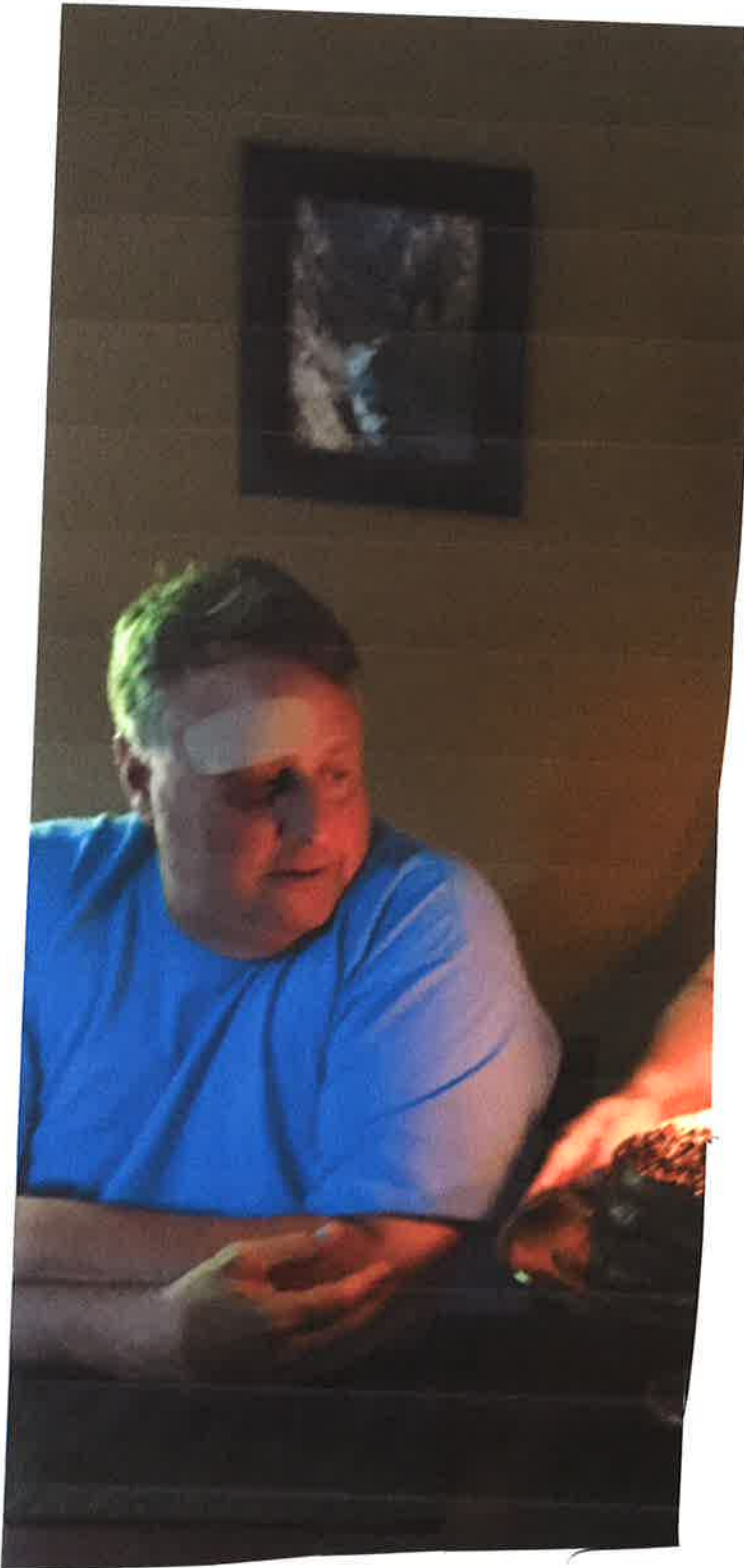
Steven Behm

Typed Name

1-30-19

Date

Attachment: Claim (1852 : Application for Leave to Present a Late Claim)



July 3RD
Picture

STB

Attachment: Claim (1852 : Application for Leave to Present a Late Claim)

Claim Type	Claim Number	Patient	Service Date	Provided By	Billed	Allowed Amount
Medical	2018215088468	Steven (07/03/1956)	Jul. 06, 2018	Sautter, Nathan B	\$623.00	\$424.73
Medical	2018197CC4911	Steven (07/03/1956)	Jun. 30, 2018	St Joseph Heritage Health	\$40.00	\$36.73
Medical	2019036BF3097	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$401.00	\$0.00
Medical	2019036BF3100	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$37.00	\$0.00
Medical	2018311BV3155	Steven (07/03/1956)	Jun. 30, 2018	Newport Harbor Pathology	\$24.00	\$0.00
Medical	2018190CI3346	Steven (07/03/1956)	Jun. 30, 2018	Mission Hospital Regional	\$20430.00	\$2440.00
Medical	2018310DE9356	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$37.00	\$0.00
Medical	2018310DE9370	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$30.00	\$0.00
Medical	2018310DE9350	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$401.00	\$0.00
Medical	2018310DE9383	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$192.00	\$0.00
Medical	2018309BF6525	Steven (07/03/1956)	Jun. 30, 2018	Newport Harbor Pathology	\$1535.00	\$0.00
Medical	2018306CP8691	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$401.00	\$238.51
Medical	2018306CP8722	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$30.00	\$28.99
Medical	2018306CP8715	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$192.00	\$139.25
Medical	2018306CP8697	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$37.00	\$37.00
Medical	2018199CR2854	Steven (07/03/1956)	Jun. 30, 2018	Mission Viejo Emergency P	\$1258.00	\$191.76
Pharmacy	083183575441833270	Steven (07/03/1956)	Jun. 30, 2018	Cvs #09924	\$11.99	Does Not Apply
Pharmacy	019808045931833270	Steven (07/03/1956)	Jun. 30, 2018	Cvs #09924	\$18.69	Does Not Apply
Medical	2018209BG1555	Steven (07/03/1956)	Jun. 30, 2018	Care Ambulance Service In	\$1487.66	\$1487.66
Medical	2019036BF3084	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$192.00	\$0.00
Medical	2019036BF3102	Steven (07/03/1956)	Jun. 30, 2018	Coast Radiology Imaging &	\$30.00	\$0.00

Paid	Deductible	Coinsurance	Copay	Not Covered	Your Cost	Status
\$307.15	\$0.00	\$82.58	\$35.00	\$0.00	\$117.58	Approved
\$25.71	\$0.00	\$11.02	\$0.00	\$0.00	\$11.02	Approved
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$876.00	\$888.57	\$375.43	\$300.00	\$0.00	\$1564.00	Approved
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$166.96	\$0.00	\$71.55	\$0.00	\$0.00	\$71.55	Approved
\$20.29	\$0.00	\$8.70	\$0.00	\$0.00	\$8.70	Approved
\$97.48	\$0.00	\$41.77	\$0.00	\$0.00	\$41.77	Approved
\$25.90	\$0.00	\$11.10	\$0.00	\$0.00	\$11.10	Approved
\$134.23	\$0.00	\$57.53	\$0.00	\$0.00	\$57.53	Approved
Does Not Apply	Does Not Apply	Does Not Apply	Does Not Apply	Does Not Apply	\$4.19	Approved
Does Not Apply	Does Not Apply	Does Not Apply	Does Not Apply	Does Not Apply	\$5.00	Approved
\$1041.36	\$0.00	\$446.30	\$0.00	\$0.00	\$446.30	Approved
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Denied

2329.55

June 30, 2013



Attachment: Claim (1852 : Application for Leave to Present a Late Claim)

SHB

July 2, 2018



Attachment: Claim (1852 : Application for Leave to Present a Late Claim)

SK Br



CITY OF LAGUNA HILLS

Administration and Finance

April 30, 2019

Steven Bohm
47310 Heliotrope
Palm Desert, CA 92660

RE: NOTICE OF RETURN OF LATE CLAIM

Dear Steven Bohm:

The claim you presented to the City of Laguna Hills on March 25, 2019, is being returned because it was not presented within six (6) months after the event or occurrence as required by law. (See, Sections 901 and 911.2 of the Government Code.) Because the claim was not presented within the time allowed by law, no action was taken on the claim.

Your only recourse at this time is to apply without delay to the City of Laguna Hills for leave to present a late claim. (See, Sections 911.4 and 912.2, inclusive, and Section 946.6 of the Government Code.) Under some circumstances, leave to present a late claim will be granted. (See, Sec. 911.6 of the Government Code.)

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

Melissa Au-Yeung
Deputy City Manager

Enclosure: Original Claim Presented
Proof of Service

cc: Claims Administrator
City Attorney
Finance Director

April 23, 2019

Melissa Au-Yeung
Deputy City Manager
Laguna Hills

RECEIVED
APR 26 2019
CITY OF LAGUNA HILLS

***Re: Steven Bohm v. City of Laguna Hills
Application for Leave to Present a Late Claim***

Dear Ms. Au-Yeung,

I am asking for leave to file a late claim. I received a letter from Warren and Company dated March 28, 2019 regarding my claim with the City of Laguna Hills. The letter stated to "direct all future correspondence and inquiries" to their attention, therefore, I sent them an application for leave to present a late claim on April 8, 2019. I was advised today that the application needed to be sent to the clerk's office. I tell you this to give you background as to why more time has now passed.

I am asking leave from the City of Laguna Hills to present a late claim based on the incident that occurred within the City of Laguna Hills on June 30, 2018 at Moulton Ranch Park. As you can imagine, based on the type of injury, medical issues and bills, it would be good cause to grant me permission to present a late claim.

Additionally, I am also bringing the claim to help prevent further harm from occurring at this park, as it could happen to anyone and will continue to happen if it is not remedied. I was playing at the park with my grandchildren, when I slipped on the sand that had been left on the rubber ground (making it very slippery). There were no warning signs. I was basically "knocked out" and required an ambulance to be called and transportation to a local hospital. The injury to my face took a long time to heal, and for the pain to subside. It is still not back to "normal".

I understand now that there was a 6-month time period in which to present my cause of action and I exceeded that time but there is no prejudice to the City in order to present any defenses. Given the circumstances, I am asking for the City to grant me permission to present a late claim.

Please advise if this is acceptable to the City.

Thank you,



Steven Bohm

Attachment: Application for Leave to Present a Late Claim (1852 : Application for Leave to Present a Late Claim)



Attachment: Application for Leave to Present a Late Claim (1852 : Application for Leave to Present a Late Claim)

SK Br



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019

TO: Mayor and Council Members

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

ISSUE: Grant Application for Environmental Cleanup Program - Phase VIII Catch Basin Debris Gates Project, CIP No. 412-H

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

SUMMARY:

In accordance with project categories for Measure M2, the Orange County Transportation Authority (OCTA) has issued a call for projects for the Tier 1 Environmental Cleanup Program (ECP) to provide grant funding for catch basin debris gates, and other devices, intended to mitigate pollutants generated from public roadways which adversely impact storm water runoff water quality. Staff has prepared and submitted the application for the City's eighth phase application for this program by the due date of May 9, 2019. The City Council is requested to approve the submission of this grant application and adopt the attached required OCTA project application Resolution.

BACKGROUND:

The City has previously applied for seven phases, and received funding for six

Grant Application for Environmental Cleanup Program - Phase VIII Catch Basin Debris Gates Project
May 14, 2019
Page 2

phases, for the installation of the Catch Basin Debris Gates and, most recently, Trash Screens, which intercept and prohibit most organic materials and litter from entering catch basins and storm drains. These project phases have resulted in the installation of Debris Gates at approximately 80% of the City's inventory. This Program has been implemented to improve storm water quality, meet trash control requirements and for compliance with the intentions of Regional Permits issued under the National Pollution Discharge Elimination System Program.

Studies conducted by the City in 2006 show a 70% decrease in the volume of trash and an 81% decrease in volume of silt/sediment in catch basins fitted with the G2 Automatic Retractable Screen (ARS) Debris Gates as compared with similar catch basins without debris gates. The findings concluded that installing ARS Debris Gates throughout the City would significantly decrease trash, pollutants, and debris from entering both the Aliso Creek Watershed creek and the San Juan Creek Watershed creek.

OCTA recently issued a call for projects for the Tier I ECP to provide a new round of grant funding for catch basin debris gate installations to mitigate pollutants generated from public roadways which adversely impact storm water runoff water quality. To access these grant funds, Staff has prepared the attached grant application covering 117 catch basins for the City's eighth phase application of this program. This application was submitted to OCTA by the due date of May 9, 2019. The City Council is requested to approve the submission of this grant application and adopt the attached required OCTA project application Resolution.

CEQA FINDINGS:

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

Grant Application for Environmental Cleanup Program - Phase VIII Catch Basin Debris
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FISCAL IMPACT:

The Phase VIII Environmental Cleanup Program Funding Application, in the amount of \$250,000, requires a 20% local funding match or \$50,000. Funds for this match have been included in the proposed Fiscal Year 2019/2020 Capital Improvement Program Budget for CIP No. 412-H.

ATTACHMENTS:

- Resolution
- Laguna Hills 2019 ECO Tier 1 Application

RESOLUTION NO. 2019-05-14-X

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. The City Council of the City of Laguna Hills hereby authorizes Kenneth H. Rosenfield, P.E., Assistant City Manager/Director of Public Services, as the official representative of the City of Laguna Hills to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Phase VIII Catch Debris Gate Project.

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

PASSED, APPROVED, AND ADOPTED this 14th day of May 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2019-05-14-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 14th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

APPLICATION INSTRUCTIONS

Local Agencies applying for Project X ECP funds are required to complete and submit this application. Any projects not in compliance with the CTFP Guidelines will not be eligible for funding.

SECTION I: General Project Information

Applicant Information

Agency:	CITY OF LAGUNA HILLS
Project Title:	LAGUNA HILLS CPS-Mod & ARS-CL SCREEN PROJECT PHASE VIII
Device Type(s) & Quantity:	G2 CPS-Mod (117) & ARS-CL curb-opening screens (244)
Project Manager:	KENNETH H. ROSENFELD, P.E.
Phone:	(949) 707-2655
Email:	KROSENFELD@LAGUNAHILLSCA.GOV

Proposed Funding Summary

Total Project Cost:	\$250,000	Local Match: (Cash Only, 20% minimum)	\$50,000
M2 ECP Funds Request:	\$200,000	Project is Part of a Larger Construction Effort:	No

Project Readiness & Schedule

City Council Approval:	5/14/2019
Design & Permitting (If Applicable)	NA
Award of Contract	11/26/2019
Construction/Installation (Start and Completion)	Start: 12/9/2019 Completion: 1/24/2020

Application Checklist

		YES	N/A
A	Environmental Documentation (As Applicable)	☐	☒
B	Detailed Project Estimate	☒	☐
C	Location Maps & Project Site Photos	☒	☐
D	Detailed Project Schedule	☒	☐
E	Design/Concept Drawings	☒	☐
F	City Council Resolution	☒	☐
G	Project Drainage Area(s), Priority Land Use(s), and BMP Location(s) shapefiles/KMZs	☒	☐



Project Description – Describe the project location and the Tier 1 type improvements proposed. If the project is included in an existing Integrated Water Management Plan, please provide details on why it was included. Use additional pages as needed.

The City's proposed project will install stormwater protection G2 CPS-Mod™ and ARS-CL™ screens in catch basins in two geographic areas. These areas are part of the Aliso Creek Watershed that flow into Aliso Creek and downstream to Trubuco Creek, San Juan Creek (all with 303(d) pollutants) and into the Pacific Ocean.

The primary target area (Area 1) is central Laguna Hills in priority land use (PLU) areas including commercial, office, mixed use, public institutions, arterial roadways, and the residential areas intertwined nearby. This area is bordered by the I-5 freeway (North and East) and high traffic arterial transportation roadways of Moulton Pkwy and Paseo De Valencia (West and South), and is connected by OCTA routes on those roads and Alicia Pkwy, Los Alisos Rd, La Paz Rd, and Cabot Rd. There are 112 CBs to be installed, and the area includes more than 1,300 acres.

Area 2 is much smaller and includes 5 CBs with 20 acres of stormwater runoff. While this residential area is not considered PLU, it is located less than .6 miles from the I-5 and/or 73 freeways and likely receives transportation pollutants.

These Tier 1 BMPs proposed for our project are installed in existing stormwater catch basins (CBs). G2 Construction's ARS-CL™ installs in the curb-face opening of CBs and prevents pollutants $\frac{3}{4}$ " or larger from entering the catch basin. The G2 CPS-Mod™ full-capture connector pipe screen is installed inside the CB around the discharge pipe. It prevents everything 5mm or larger from escaping the CB and flowing downstream.

In 2005-2006, the City installed 170 ARS screens with first generation ARS in City CBs. This project helped to pioneer research and evaluation of CB screening BMPs. The ARS keeps pollutants outside of the CB, and the City's twice-monthly street sweeping picks up the debris. This BMP effectively stops 75% to 90% of trash and pollutants from entering the CB. By also installing the CPS-Mod we increase the pollutant capture rate to 100% that enters the CB. Since 2009, City Staff has implemented a multi-year plan to reduce urban pollution by installing the more advanced and higher quality G2 ARS-CL screens funded by the City and grants from this OCTA ECP Tier 1 program. The City's goal is to retrofit all 568 City CBs with both of these BMP devices. No environmental documentation is required for this Phase VIII project. Included in this proposal:

- Attachment A - Support Documentation for questions #2 and 3
- Attachment B - Detailed Project Estimate
- Attachment C - Location Maps
- Attachment D - Representative Project Site Photographs
- Attachment E - Detailed Project Schedule
- Attachment F - Design/Concept Drawing
- Attachment G - Draft City Council Resolution
- Attachment H - Vendor and Installer info

**SECTION II: Detailed Project Information & Scoring**

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

The City's proposed project will install two types of BMP devices made and installed by G2 Construction: ARS-CL™ and CPS-Mod™. The ARS-CL devices are made of 304 stainless steel and prevent most pollution from entering the catch basin (CB), and the CPS-Mod stops 100% of particles 5mm or larger from exiting the CB and flowing downstream. G2's ARS and CPS screens are the best method to protect our watershed because Laguna Hills has a network of 568 CBs, and these BMP devices effectively stop pollutants at their source.

This project targets two geographic areas that flow into Aliso Creek and downstream to Trubuco Creek, San Juan Creek (all with 303(d) pollutants) and into the Pacific Ocean. This project will install devices in 117 CBs. The primary target area (Area 1) is central Laguna Hills in priority land use areas with commercial, office, mixed use, public institutions, arterial roadways, and the residential areas intertwined nearby. This area is bordered by the I-5 freeway (North and East) and high traffic arterial transportation roadways of Moulton Pkwy and Paseo De Valencia (West and South), and is connected by OCTA routes on those roads and Alicia Pkwy, Los Alisos Rd, La Paz Rd, and Cabot Rd. Area 1 includes more than 1,300 acres and receives the highest concentration of transportation pollutants in the City. This area connects to the I-5 Freeway at El Toro, Alicia Pkwy, and La Paz Rd, and is home to Laguna Hills Mall, Saddleback Medical Center, City Hall, and multiple shopping districts. This area has the greatest opportunity to reduce transportation related pollution from entering receiving water and impacting Orange County's surface and groundwater systems.

Area 1 will have 112 City CBs installed with 112 CPS-Mod™. The CBs effected by the near future I-5 Widening Projects, Segment 3, are excluded. Of these 112 CBs, 47 have an existing ARS-CL™ curb-opening screens that will remain in place. All 65 without an existing ARS-CL will receive the BMP (total of 215 unique ARS-CL screens, with between 1 and 8 per CB).

Area 2 is smaller and includes 5 catch basins in the South that will receive CPS-Mod™ and ARS-CL™ devices. This area has 20 acres of stormwater runoff from a residential neighborhood and flows into Aliso Creek. While this is non-PLU land it is located less than .6 miles from the I-5 and/or 73 freeways and likely receives transportation pollutants. These 5 CBs are large and will receive 30 unique ARS-CL™ screens and 5 CPS-Mod.

These BMPs will protect stormwater from more than 1,300 acres in the Aliso Creek Watershed (downstream 303(d) listings including Selenium, Total Nitrogen as N, and Toxicity). We have again selected G2 Construction's ARS-CL and CPS-Mod because they are highly effective and robust, and are OCTA ECP and OCPW approved. The City's experience with G2 and their devices has been very positive and we are pleased with their product effectiveness and life and the company's level of service.

In summary, the CPS and ARS devices selected will be the most effective BMPs for improving storm water quality downstream because they screen trash and pollutants to 5mm and 3/4", respectively. These devices are by far the best value and have proven effective for more than a decade at the City.



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

2. Based on information provided by the applicant, a cost/benefit calculation will be conducted to compare the total project cost to the area of priority land uses treated by the proposed BMP(s). Please complete the table below: **(up to 16 points)**:

	BMP(s)		
	Type 1	Type 2, etc.	
Type(s) of BMP(s) proposed:	CPS-Mod™ Full-Capture Screens by G2	ARS-CL™ Curb Screens by G2	
Number of each BMP type:	117	244	
Total drainage area(s) contributing to each BMP type:	1,374	797	
Drainage area(s) that is/are considered Priority Land Uses*:	955	554	Total 955
Total Project Cost:			\$250,000
Cost/Benefit (\$/ac of priority land uses):			\$262
Project Score (to be completed by OCTA):			Click to enter text.

*Refer to City General Plans for general land use distribution/coverage information. Refer to the Statewide Trash Provisions for a complete definition of Priority Land Uses (e.g. high density residential, industrial, commercial, mixed urban, public transportation stations).

3. Pollutant Reduction Benefits: Project benefits will be based on treatment capacity and BMP type. Applicant to provide the calculations used to determine the following scores: **(up to 12 points)**:

Line	Factor	Points Available	Multiplier	Line Score
A	Fractional percent of 1-yr, 1-hr event peak flowrate treated by the BMP(s)	0 to 1	3	3
B	Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP(s)	0 to 1.5	3	4.5
C	BMP Multiplier: •0 points if BMP is not low-impact development (LID) or treatment control •1/3 point for high capacity systems •2/3 point for filters/biofilters •1 point for zero-discharge BMPs	0 to 1	6	Click to enter text.
Project Score:				7.5
Scoring Equation (Max 12 points): (Ax3) + (Bx3) + (Cx6) Calculations may be provided on a separate sheet				



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

The City's proposed project is extremely effective in preventing visible forms of pollutants from entering waterways and ending up in the receiving waters downstream and on County beaches. Our project has two excellent lines of defense that ensures this.

First, the full-capture CPS-Mod™ will stop 100% of visible pollutants that get past the existing ARS and enter the catch basin. The CPS devices will stop everything 5mm and larger from exiting the catch basin and entering the connector pipe and waterways. These visible pollutants such as plastic (bottles, cups, bags, containers, straws, utensils), aluminum and metal cans, cardboard, Styrofoam (food containers, cups), paper, cigarettes and more are screened from the water before ever entering the connector pipe and waterways.

Second, the ARS CL12™ screens are designed to stop the most visible pollutants from ever entering our catch basins. The ARS stops everything ¾" or larger from entering the catch basin and our weekly street sweeping program removes this debris quickly. Also, the ARS screens close off the entire curb opening of our catch basins, and physically prevents people from consciously or unconsciously putting trash into the catch basin. This acts as an excellent deterrent to polluters and reminds everyone that trash and pollutants should never be discarded into the storm drain system.

The proposed CPS and ARS and project is the most effective solution for stopping the most visible forms of pollutants from entering the storm water system. Installation of these catch basin screens is the most cost-effective method for preventing trash from traveling downstream. This enables the City to continue installing and maintaining these devices throughout the City.

The City of Laguna Hills has been advocating for a clean environment for decades, and educating the public is an essential part of this commitment. When our residents see installed ARS and CPS screens they understand that trash and other items should not be disposed of in the catch basin. This education reduces the amount of pollution that our new ARS and CPS screens will need to stop.

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



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

The City considered many alternative BMPs prior to selecting G2's CPS-Mod and ARS-CL screens.

1. Hydrodynamic separators were considered, but the cost and value didn't justify pursuing this BMP. The cost per acre for treatment was very high.
2. Bioretention basins have some advantages that the City finds appealing. However, the cost per location makes it difficult to justify at this time. Additional research is needed before selecting this BMP.
3. Filter baskets inside catch basins were tested several years ago, but they had limits to their effectiveness and had high maintenance needs. Plus, filter baskets are not considered a full-capture system. In all respects, less attractive than G2's ARS and CPS.
4. Permeable pavement is a good option for allowing stormwater to pass water into the ground below, but it doesn't have a trash capture element to it.

We selected the CPS-Mod and ARS CL for this project because they deliver greater value than the other options. Effectiveness and affordability for these custom fabricated and installed systems allows for a high number of CBs to be installed.

Additional Info. The City participants in several BMP programs now:

- A. Street sweeping. The City has our arterial streets swept weekly and residential streets swept twice per month. Sweeping in conjunction with our installed ARS-CL is extremely effective in preventing trash from entering our catch basins.
- B. Litter control through enforcing anti-litter laws; providing litter receptacles in busy and high pedestrian traffic areas of the community such as at bus stops and along trails.
- C. Cleaning litter receptacles on a regular basis to avoid litter overflow.
- D. Waste reduction by promoting recycling and providing recycling containers in busy, high pedestrian traffic areas of the community.
- E. Community education in the form of posters in public places, door hangers, school visits, and clean-up campaigns. The problem with these is they are labor intensive, costly, and require ongoing support. They also do not completely change people's behavior.

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



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

According to G2 Construction, the manufacturer of the CPS-Mod™ and ARS-CL™, their patented CPS and ARS devices have been proven effective over the past 14 years over thousands of installations. Note, the City's experience with the devices is consistent with the information below.

Performance Effectiveness:

CPS-Mod - 100% reduction in litter, debris, and pollutants that are 5mm or larger. State Water Board certified as trash full-capture.

ARS-CL - 88% reduction in litter, debris, and pollutants (average total weight).

Storage Capacity:

CPS-Mod - 44 cubic feet (average; size of the catch basin to the height of the CPS screen).

ARS-CL - Does not "capture." Works in combination with street sweeping to block pollutants.

Filtered Flow Rates in CFS (cubic feet per second):

CPS-Mod: 18"dp/4.2 sqft screen = 4.06 CFS @ 5mm;

CPS-Mod: 24"dp/7.0 sqft screen = 6.76 CFS @ 5mm;

CPS-Mod: 30"dp/11.0 sqft screen= 10.63 CFS @ 5mm.

ARS-CL: 3.5'= 1.45 CFS; 5'= 2.13 CFS ; 7'=2.93 CFS ; 10'=4.31 CFS ; 14'=6.02 CFS ; 21'=8.99 CFS ; 28'= 12.08 CFS @ 3/4" filter.

In 2005-2006, the City of Laguna Hills participated in the Sulphur Solution Project with the City of Laguna Niguel. One key component of the project was to install automatic retractable screens (ARS) in catch basins across the City. In 2006, following installations, the City's catch basins were cleaned and the trash, debris, soil and "muck" was measured and the data was analyzed.

Data analysis showed that ARS retrofitted catch basins had a 70% drop in the volume of trash and an 81% drop in the volume of soil/muck/sediment, as compared with similar catch basins without ARS screens. Average volume in catch basins without ARS was 4.7 cubic feet, while average volume with ARS was 1.4 cubic feet. Net reduction of 3.3 cf per CB. The City's street sweeper collected removed the debris prior to entry in the CB. This data was submitted to the San Diego Regional Water Quality Control Board that year.

The G2 ARS-CL is a more effective design, higher quality, and longer lasting than the 1st generation ARS installed in 2005-2006. It was tested by LACDPW at their BMP testing site at San Gabriel dam. A total of 10 tests were performed including water flow rates ranging from 0.25 to 5.0 cfs. The ARS-CL passed testing at all flow ranges and the Design Division concluded the device met all requirements for performance and safety. This product is approved throughout California.

G2 Construction's ARS-CL is customized during fabrication to fit each specific catch basin. The ARS screens prevent all objects 3/4" or larger from entering the catch basin and current model ARS-CL prevents 85-95% of debris, trash, and pollutants from ever entering the waterway system from our streets.

7. Project Readiness: How long after OCTA Board of Directors approval (September 2018) will the project be operational (select one)? **(up to 6 points):**



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

☒ <4 Months 6 Points	☐ 4 – 8 Months 4 Points	☐ 8 – 12 Months 2 Points	☐ > 12 Months 1 Point
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8. Will the project provide any secondary benefits beyond water quality improvements (i.e., water-use efficiency, public awareness, flood control, recreation, habitat, sustainability)? **(up to 5 points)**

Secondary benefits, beyond water quality improvements include:

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

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



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

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

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

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



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

The City's operations and maintenance plan for the proposed CPS-Mod and ARS-CL screens includes regular inspections, cleanings, and maintenance for their entire ten-year lifespan. Services provided by the City will include :

1. Inspections of the CPS and ARS will be performed twice annually by the City's street maintenance team or an outside contractor. Inspections will include visually checking both devices, and mechanically checking the ARS. The locking system will be inspected annually as required by the manufacturer's warranty. The inspection will document any issues that need to be addressed or verify working order.
2. Repair needs identified during the inspections will be documented and then fixed. The City will take photos, and provide a description and location. G2 Construction will provide the repair under the 10 year warranty.
3. Cleaning the front ARS screen will be performed weekly for arterial highways and every two weeks for residential streets by our contracted Street Sweeping company. As required, the ARS screens will be kept clean and not have mud and debris built up in front of it. Street sweeper brushes are an acceptable method of cleaning the stainless steel screen according to G2. Street sweeping also removes trash and objects that may prevent the ARS from functioning properly, while also preventing those pollutants from entering our storm drain system.
4. Catch basins with installed CPS will be cleaned 3 times annually, and is typically scheduled in October prior to the rainy season, January, and May. The ARS and CPS screens are also cleaned off during this removal of trash and debris. The non-hazardous materials are collected and disposed of at the city green waste bin, which is considered by the County of Orange as a limited volume transfer station. Any hazardous material will be contained and disposed of properly.
5. After each significant storm event, the City's street maintenance crews will visually inspect the ARS devices from the exterior of the catch basin to check for open, damaged, or clogged screens, as recommended by the manufacturer. This identifies any issue that may have been caused by the storm, and before the next street sweeping event. Crews will remove debris that may be preventing the ARS from fully closing and locking. The screen will be returned to its default locked position. If any problems are identified, then we'll make any fixes that are easy and will follow the manufacturer's operations and maintenance guidelines. This has been the standard procedure after each significant storm event.
6. G2 Construction will provide service and warranty work as needed by the City. The City plans to keep all installed devices on this project, and past years, working effectively. This ensures that the City's installation of full-capture systems, as required by the State, have a long term impact on our water quality.

11. BONUS: Is the proposed local match over the 20% minimum cash match requirement? If yes, enter match rate here. **(0.5 points for each 5% overmatch, up to 5 points)**



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

N/A

Note: In-kind services are not eligible as local match

SECTION III: Additional Project Details

Match Sources

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

NA

Joint Applicant Information (if applicable)

See program guidelines for details on joint applicant applications and enter the details below.

Local Agency: NA

Local Agency: Click to enter text.

Project Manager: Click to enter text.

Project Manager: Click to enter text.

Phone: Click to enter text.

Phone: Click to enter text.

Email: Click to enter text.

Email: Click to enter text.

Additional Comments

NA



PROJECT X

2019 Tier 1 Call for Projects Application for Funding

I hereby certify that the information provided herein this form is accurate and consistent with accompanying documentation. I further certify that the above information has been approved by Council resolution and that awarded funds will not be used outside of their intended purpose.

Kenneth H. Rosenfield

Name (Print)

Signature

Date

Attachment: Laguna Hills 2019 ECO Tier 1 Application (1849 : Grant Application for Environmental Cleanup Program - Phase VIII Catch Basin



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019

TO: Mayor and Council Members

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

ISSUE: Approval of Amendment No. 1 to Cooperative Agreement No. C-5-3586 Between Orange County Transportation Authority and Cities of Laguna Hills, Aliso Viejo, Laguna Niguel, and Mission Viejo for Alicia Parkway Regional Traffic Signal Synchronization Project (City Designated Project No. 168G)

RECOMMENDATION: That the City Council: (1) Approve Amendment No. 1 to the Cooperative Agreement No. C-5-3586 between Orange County Transportation Authority and Cities of Laguna Hills, Aliso Viejo, Laguna Niguel, and Mission Viejo for Alicia Parkway Regional Traffic Signal Synchronization Project (City designated project, CIP No. 168G); and (2) Authorize the Mayor to sign the Agreement.

SUMMARY:

The Traffic Signal Synchronization Program (TSSP) is a funding program within Measure M2 and seeks to coordinate over 2,000 traffic signals throughout Orange County. The Alicia Parkway TSSP is a multi-agency project to enhance the traffic signal equipment, update traffic control equipment, and reduce travel time along this arterial highway. The project spans the entire length of Alicia Parkway from the City of Mission Viejo to the City of Laguna Niguel. All traffic signals along Alicia Parkway in the City of Laguna Hills will be upgraded as a part of this project. Due to the multi—agency and regional nature of the Alicia Parkway TSSP, the OCTA opted to manage this project.

Cooperative Agreement C-5-3586 dated June 24, 2016, attached, of which the City of Laguna Hills was a signatory, initiated the Alicia Parkway TSSP. The Agreement will soon expire but the Alicia Parkway TSSP is not fully complete. Amendment No. 1 to

OCTA Amendment No. 1 to Cooperative Agreement No. C-5-3586

May 14, 2019

Page 2

Cooperative Agreement No. C-5-3586, attached, extends the term of the agreement for an additional thirty-one (31) calendar months until December 31, 2021. The fiscal impact of this project remains unchanged. Approval of Amendment No. 1 to Cooperative Agreement No. C-5-3586 is recommended.

FISCAL IMPACT:

The Alicia Parkway TSSP has an estimated cost of \$2,309,000 including improvements in the City of Laguna Hills in the estimated value of \$198,687.50. The City's contribution to this project is \$39,737.50. Funds are available in the current fiscal year Capital Improvement Program budget, in CIP No. 168, to account for the City's cost identified in the original Cooperative Agreement C-5-3586.

ATTACHMENTS:

- Amendment No. 1 to Agr C-5-3586
- Original Agr C-5-3586 with OCTA

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-5-3586**

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITIES OF LAGUNA HILLS, ALISO VIEJO, LAGUNA NIGUEL,

AND

MISSION VIEJO

FOR

ALICIA PARKWAY REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

THIS AMENDMENT NO. 1 is made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between the Orange County Transportation Authority, ("AUTHORITY"), and the Cities of Laguna Hills, Aliso Viejo, Laguna Niguel, and Mission Viejo (hereinafter referred to as the "PARTICIPATING AGENCIES").

WITNESSETH:

WHEREAS, by Agreement No. C-5-3586 dated June 24, 2016 the AUTHORITY and PARTICIPATING AGENCIES entered into a cooperative agreement for coordination of traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (Project P) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, AUTHORITY and PARTICIPATING AGENCIES agree to extend the term of the agreement for an additional thirty one (31) months to December 31, 2021;

NOW, THEREFORE, it is mutually understood and agreed that Agreement No. C-5-3586 is hereby amended in the following particulars only:

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**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP**

1. Amend **ARTICLE 9. ADDITIONAL PROVISIONS**, page 9 of 16, Paragraph A, line 4 and 5, to delete "May 2019", as the expiration date of the Agreement and in lieu thereof, insert "December 31, 2021".

The balance of Agreement No. C-5-3586 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-5-3586 to be executed on the date of the last signature below.

CITY OF LAGUNA HILLS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Dore Gilbert
Mayor

By: _____
Meena Katakia
Manager, Capital Projects

Date: _____

Date: _____

ATTEST:

By: _____
Melissa AU-Yeung
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian
City Attorney

Date: _____

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**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP**

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-5-3586 to be executed on the date of the last signature below.

3 **CITY OF ALISO VIEJO**

4 By: _____
5 Ross Chun
6 Mayor

7 Date: _____

8 **ATTEST:**

9 By: _____
10 Mitzi Ortiz
11 City Clerk

12 Date: _____

13 **APPROVED AS TO FORM:**

14 By: _____
15 Scott Smith
16 City Attorney

17 Date: _____
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Attachment: Amendment No. 1 to Agr C-5-3586 (1848 : OCTA Amendment No. 1 to Cooperative Agreement No. C-5-3586)

AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

1 IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-5-3586 to be executed on the date of the last signature below.

3 **CITY OF LAGUNA NIGUEL**

4 By: _____
5 John Mark Jennings
6 Mayor

7 Date: _____

8 **ATTEST:**

9 By: _____
10 Eileen Gomez
11 City Clerk

12 Date: _____

13 **APPROVED AS TO FORM:**

14 By: _____
15 Kevin Ennis
16 City Attorney

17 Date: _____
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Attachment: Amendment No. 1 to Agr C-5-3586 (1848 : OCTA Amendment No. 1 to Cooperative Agreement No. C-5-3586)

AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

1 IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to
2 Agreement No. C-5-3586 to be executed on the date of last signature below.

3 CITY OF MISSION VIEJO

4 By: _____
5 Greg Rath
6 Mayor

7 Date: _____

8 ATTEST:

9 By: _____
10 Karen Hamman
11 City Clerk

12 Date: _____

13 APPROVED AS TO FORM:

14 By: _____
15 Bill Curley
16 City Attorney

17 Date: _____

Attachment: Amendment No. 1 to Agr C-5-3586 (1848 : OCTA Amendment No. 1 to Cooperative Agreement No. C-5-3586)

Distributed: 6-24-16
 Accounting
 CAMM
 FPA
 PM R. Keith E. Alvarez
 Vendor
 CA V. Anderson

COOPERATIVE AGREEMENT NO. C-5-3586

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITIES OF LAGUNA HILLS, ALISO VIEJO, LAGUNA NIGUEL,

AND

MISSION VIEJO

FOR

ALICIA PARKWAY REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this 24 day of June, 2016, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the cities of Laguna Hills, Aliso Viejo, Laguna Niguel, and Mission Viejo, (hereinafter referred to as "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as the "Parties".

RECITALS:

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (Project P) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, the AUTHORITY has completed the competitive 2015 Call for Projects (hereinafter, "2015 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter, "APPLICATION") prepared by the City of Laguna Hills (hereinafter referred to as the "APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Alicia Parkway (hereinafter, "PROJECT"); and

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COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

1 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to
2 designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out
3 PROJECT; and

4 **WHEREAS**, the PROJECT will include approximately forty (40) traffic signalized intersections
5 as identified in the APPLICATION; and

6 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements
7 identified in the APPLICATION including certain hardware and software upgrades to intersection traffic
8 controller units, traffic telematics and intertie systems, Advanced Transportation Management
9 Systems (ATMS), and other associated systems (hereinafter collectively referred to as "ITS
10 ELEMENTS"), will be constructed and/or installed and implemented as part of the PROJECT as
11 identified in the APPLICATION; and

12 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate
13 the inclusion of other ITS elements (hereinafter OTHER ELEMENTS) that should be installed at the
14 same time as the construction of the PROJECT and are not part of this Agreement; and

15 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the sole
16 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course
17 of the project; and

18 **WHEREAS**, based on APPLICATION, the AUTHORITY agrees to implement the PROJECT; and

19 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide
20 PROJECT funding in a combined cash and in-kind services match of Four Hundred Sixty Two Thousand
21 Fifty Eight Dollars (\$462,058.00), as shown in Attachment A, or equivalent to twenty percent (20%) of
22 PROJECT cost; and

23 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
24 Agreement to implement the PROJECT in support of Project P; and

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**COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP**

1 **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities
2 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the
3 PROJECT.

4 **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding for
5 the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative
6 agreement on April 27, 2015; and

7 **WHEREAS**, the City of Laguna Hills' City Council approved this Agreement on the 20 day of
8 June, 2016.

9 **WHEREAS**, the City of Aliso Viejo's City Council approved this Agreement on the 17 day of
10 February, 2016.

11 **WHEREAS**, the City of Laguna Niguel's City Council approved this Agreement on the ____ day
12 of _____, 20____.

13 **WHEREAS**, the City of Mission Viejo's City Council approved this Agreement on the 23 day
14 of February, 2016.

15 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
16 PARTICIPATING AGENCIES as follows:

17 **ARTICLE 1. COMPLETE AGREEMENT**

18 A. This Agreement, including any attachments incorporated herein and made applicable by
19 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
20 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior
21 representations, understandings, and communications. The invalidity in whole or in part of any term or
22 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.
23 The above referenced Recitals are true and correct and are incorporated by reference herein.

24 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'
25 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
26 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or

COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

1 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force
2 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except
3 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
4 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

5 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
6 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
7 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
8 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
9 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
10 AGENCIES except when specifically confirmed in writing by an authorized representative of
11 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
12 accordance with the provisions of this Agreement.

13 **ARTICLE 2. SCOPE OF AGREEMENT**

14 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
15 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
16 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any
17 other supplemental agreements that may be required to facilitate purposes thereof.

18 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

19 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

20 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the
21 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures
22 contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

23 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
24 operational integrity between PROJECT and other similar type projects not older than three (3) years.

25 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
26 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

1 D. AUTHORITY shall perform web-based public outreach activities for the project to
2 communicate major project milestones and results.

3 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as
4 described in CTFP.

5 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of
6 PROJECT, may perform a technical and/or field review to ensure that the CTFP guidelines, policies, and
7 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the
8 PROJECT three-year grant period is complete. If the technical and or field review determines that any of
9 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse
10 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

11 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in
12 APPLICATION and Attachment A for the dollar cash match at the start of the PROJECT or at a mutually
13 agreed upon time to facilitate any respective AGENCY funding timeframes.

14 H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review
15 process, including documentation of in-kind match conforming to Attachment A and will include the
16 PROJECT in the list of active projects in OCfundTrAcker until completion of the three-year grant period.
17 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

18 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

19 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
20 implementation of the PROJECT:

21 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure,
22 and complete the PROJECT as identified in APPLICATION.

23 B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

24 C. To collect all data necessary to provide new optimized timing plans including, but not
25 limited to, manual intersection all movement counts, and twenty four (24) hour / seven (7) day automated
26 machine traffic counts with vehicle classification.

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1 D. To develop and implement new timing plans optimized for signal synchronization.

2 E. To provide updated timing plans for all control systems and all relevant data used to
3 develop said plans to PARTICIPATING AGENCIES.

4 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2
5 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is
6 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
7 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the
8 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments
9 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and
10 After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

11 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

12 PARTICIPATING AGENCIES agree to the following responsibilities for implementation and
13 funding of PROJECT:

14 A. Provide a technical representative to meet and participate as a member of the
15 PROJECT's Traffic Forum.

16 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of
17 PROJECT.

18 C. To participate and support PROJECT implementation within the timeframe outlined in
19 APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

20 D. To provide AUTHORITY all current intersection, local field master, and/or ATMS timing
21 plans and related data upon request.

22 E. To provide the local cash match and/or documentation for the in-kind services match
23 for PROJECT in accordance with Attachment A. Failure to provide included local cash match and or
24 evidence of in-kind services match may result in the loss of future participation for competitive funding
25 opportunities.

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COOPERATIVE AGREEMENT NO. C-5-3586
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1 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
2 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar
3 days of receipt of an invoice.

4 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified
5 in Attachment A shall provide documentation of conformance as part of the semi-annual review process.

6 H. To waive all fees associated with any local agency permits that may be required of the
7 consultant, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

8 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as
9 part of semi-annual review process until completion of the three-year PROJECT grant period. Documents
10 to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

11 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue ongoing
12 monitoring and maintenance after the three-year grant period is complete and continue until the end of
13 the PROJECT per additional maintenance of effort in APPLICATION.

14 **ARTICLE 6. DELEGATED AUTHORITY**

15 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
16 Agreement are delegated to their respective City Manager, or designee, and the actions required to be
17 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
18 Executive Officer or designee.

19 **ARTICLE 7. AUDIT AND INSPECTION**

20 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
21 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
22 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
23 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a
24 period of five(5) years after final payment, or until any on-going audit is completed. For purposes of audit,
25 the date of completion of this Agreement shall be the date of AUTHORITY's payment of consultant's final
26 billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the right to reproduce

COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

ARTICLE 8. INDEMNIFICATION

A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and agents (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 (PARTICIPATING AGENCIES' employees included), for damage to property, including property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify, protect, and hold harmless PARTICIPATING AGENCIES, its City Council, boards and commissions, officers, directors, employees, volunteers, and agents (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 (AUTHORITY's employees included), for damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

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**COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP**

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 9. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be in full force and effect through May 20 19

B. Amendment: This Agreement may be extended or amended in writing at any time by the mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless executed in writing by all Parties and AUTHORITY.

C. Termination: In the event any Party defaults in the performance of their respective obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written notice to the Party in default.

D. Termination for Convenience: Either Party may terminate this Agreement for its convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for convenience to the other Party.

E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal, state, and local laws, statues, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they are 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.

G. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

1 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
2 number of counterparts, each of which, when executed and delivered shall be deemed an original and all
3 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

4 I. Force Majeure: Either Party shall be excused from performing its obligations under this
5 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
6 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;
7 commandeering of material, products, plants or facilities by the federal, state or local government; national
8 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause
9 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond
10 the control and is not due to the fault or negligence of the Party not performing.

11 J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or
12 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
13 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
14 void and of no force and effect. Consent to one assignment shall be deemed consent to any subsequent
15 assignment, nor the waiver of any right to consent to such subsequent assignment.

16 K. Governing Law: The laws of the State of California and applicable local and federal laws,
17 regulations and guidelines shall govern this Agreement.

18 L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
19 the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

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**COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP**

M. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To LAGUNA HILLS:	To AUTHORITY:
City of Laguna Hills	Orange County Transportation Authority
24035 El Toro Road Laguna Hills, CA 92653	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Ken Rosenfield City Engineer/Director of Public Works Tel: (949) 707-2655 Email: krosenfield@ci.laguna-hills.ca.us	Attention: Venita Anderson Senior Contract Administrator Tel: (714) 560-5427 E-mail: vanderson@octa.net

To ALISO VIEJO:	To LAGUNA NIGUEL:
City of Aliso Viejo	City of Laguna Niguel
12 Journey Suite 100 Aliso Viejo, CA 92656-5335	30111 Crown Valley Parkway Laguna Niguel, CA 92677
Attention: Shaun Pelletier Assistant City Engineer Tel: (949) 425-2533 Email: spelletier@cityofaliso Viejo.com	Attention: Edgar Abrenica Associate Traffic Engineer Tel: (949) 362-4338 Email: eabrenica@cityoflagunaniguel.org

To MISSION VIEJO:
City of Mission Viejo
200 Civic Center Mission Viejo, CA 92691 Attention: Philip Nitollama, Traffic Engineer Tel: 949-470-3068 Email: pnitollama@cityofmissionviejo.org

**COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP**

This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3586 to be executed on the date first written above.

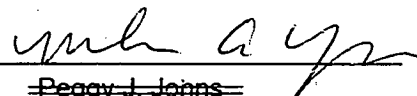
CITY OF LAGUNA HILLS

By: 
~~Dore J. Gilbert~~
 Mayor
 BARBARA KOGERMAN

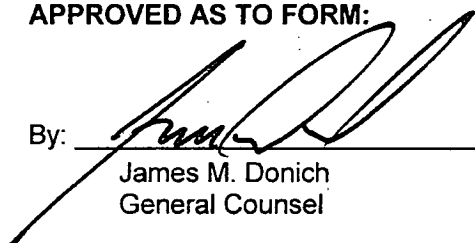
ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 
 Darrell Johnson
 Chief Executive Officer

ATTEST:

By: 
~~Peggy J. Johns~~
 City Clerk
 MELISSA AU-YEUNG

APPROVED AS TO FORM:

By: 
 James M. Donich
 General Counsel

APPROVED AS TO FORM

By: 
 Gregory E. Simonian
 City Attorney

APPROVAL RECOMMENDED:

By: 
 Kia Mortazavi
 Executive Director, Planning

Dated: _____

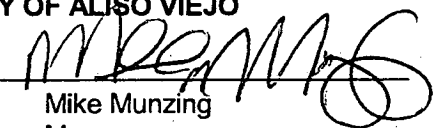
Dated: 6-23-16

COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

This Agreement shall be made effective upon execution by all Parties.

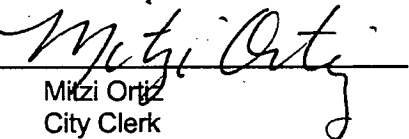
IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3586 to be
executed on the date first written above.

CITY OF ALISO VIEJO

By: 

Mike Munzing
Mayor

ATTEST:

By: 

Mitzi Ortiz
City Clerk

APPROVED AS TO FORM

By: 

Scott Smith
City Attorney

Dated: 2/17/16

COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3586 to be
executed on the date first written above.

CITY OF LAGUNA NIGUEL

By: Laurie Davies
Laurie Davies
Mayor

ATTEST:

By: Eileen Gomez
Eileen Gomez
City Clerk

APPROVED AS TO FORM

By: Terry E. Dixon
Terry E. Dixon
City Attorney

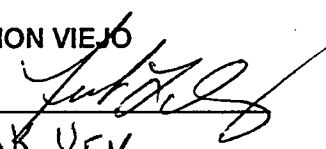
Dated: 6/20/16

COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP

This Agreement shall be made effective upon execution by all Parties.

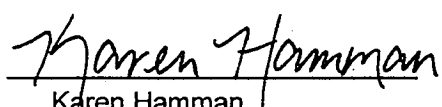
IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3586 to be
executed on the date first written above.

CITY OF MISSION VIEJO

By: 

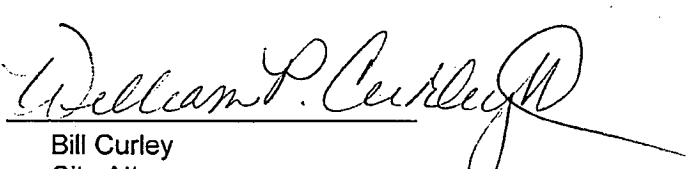
FRANK URY
Mayor

ATTEST:

By: 

Karen Hamman
City Clerk

APPROVED AS TO FORM

By: 

Bill Curley
City Attorney

Dated: 2-23-16

Attachment: Original Agr C-5-3586 with OCTA (1848 : OCTA Amendment No. 1 to Cooperative Agreement No. C-5-3586)

**COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP
ATTACHMENT A**

DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH	IN-KIND	TOTAL MATCH
City of Laguna Niguel	\$ 220,809.50	\$0	\$ 220,809.50
City of Aliso Viejo	\$ 37,292.50	\$0	\$ 37,292.50
City of Laguna Hills	\$ 39,737.50	\$0	\$ 39,737.50
City of Mission Viejo	\$ 139,218.50	\$25,000.00	\$ 164,218.50
	\$437,058.00	\$25,000.00	\$462,058

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Laguna Niguel	General Fund	\$ 220,809.50
City of Aliso Viejo	General Fund	\$ 37,292.50
City of Laguna Hills	General Fund	\$ 39,737.50
City of Mission Viejo	General Fund	\$ 139,218.50
TOTAL		\$437,058.00

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
			\$
TOTAL			

**COOPERATIVE AGREEMENT NO. C-5-3586
ALICIA PARKWAY - RTSSP
ATTACHMENT A**

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL*
City of Mission Viejo	Traffic Engineer	Project Administration & Signal Timing	35	\$145	\$5,075
City of Mission Viejo	Transportation Analyst	Project Administration & Signal Timing	45	\$94	\$4,230
City of Mission Viejo	PW Inspector	Project Inspection	29	\$124	\$3,596
City of Mission Viejo	Traffic Systems Specialist (HCI)	Signal Timing Implementation & Operations	50	\$115	\$5,750
City of Mission Viejo	IT Manager	Fiber Design & System Integration	20	\$145	\$2,900
City of Mission Viejo	IT Specialist	Fiber Design & System Integration	30	\$115	\$3,450
Total for <u>City of Mission Viejo</u>:					\$ 25,000.00
TOTAL IN-KIND MATCH*:					\$ 25,000.00

**Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for April 9, 2019, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the April 9, 2019, Regular Meeting.

ATTACHMENTS:

- 190409 PA Minutes

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:13 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Chair	Present	
Janine Heft	Vice Chair	Present	
Erica Pezold	Agency Member	Present	
Don Sedgwick	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES FOR MARCH 12, 2019, REGULAR MEETING

4.3.1 Approval of Minutes for March 12, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the March 12, 2019, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Vice Chair
SECONDER:	Dave Wheeler, Agency Member
AYES:	Dore J. Gilbert, M.D., Chair; Janine Heft, Vice Chair; Erica Pezold, Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 7:13 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

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

The City Manager gave no Administrative Reports.

6.2. Assistant City Manager/Public Services Director**6.2.1 Interstate 5 at El Toro Road Interchange Future Design, Planning and Environmental Document/Project Report Presentation**

Assistant City Manager/Public Services Director Rosenfield reviewed the information provided in the staff report and responded to requests for additional information.

Constantino Stamation, Project Manager, CalTrans Orange County, provided a PowerPoint presentation and responded to requests for additional information.

Recommendation: That the City Council receive a presentation on the future design and Planning and Environmental Document/Project Report of the Interstate 5 at El Toro Road Interchange Project and direct Staff to provide comments to Caltrans within the public review period.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Tentative Parcel Map/Variance No. 8-18-4282, a Request to Subdivide the Courtyard at La Paz into Two Parcels at 25242-25342 McIntyre Street and a Request for Variances from the Minimum Rear Setback and Minimum Landscape Coverage Requirements

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for TPM/VA No. 8-18-4282; (2) Find and determine that the project is not subject to the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines; and, (3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Tentative Parcel Map/Variance No. 8-18-4282, a request to subdivide the Courtyard at La Paz into two parcels at 25242-25342 McIntyre Street and a request for variances from the minimum rear setback and minimum landscape coverage requirements."

SUMMARY:

Tentative Parcel Map/Variance No. 8-18-4282 (TPM 2017-178) is a request by Brenda Wright of Walden and Associates ("Applicant"), on behalf of La Paz Shopping Center, a California Limited Partnership ("Owner"), to subdivide the Courtyard at La Paz property into two parcels with approval of two variances from city development standards ("Project"). The approximately 8.25-acre property, located on the southeast corner of La Paz Road and McIntyre Street within the City's Community Commercial zoning district, is currently developed as a commercial retail center ("Center"). The two parcels the proposed subdivision intends to create include: Parcel 1 (7.8 acres), which will encompass most of the Center, and Parcel 2 (0.45 acres), which will encompass the

Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz)

May 14, 2019

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entire Advance Beauty College building. The proposed Project will facilitate the ability for the current tenant of a standalone building within the Center (which was formerly a Claim Jumper restaurant), to independently own the building and property on which their business, Advanced Beauty College (“ABC”), is situated. No development is proposed in conjunction with the Project.

The purpose of a Tentative Parcel Map is to ensure that subdivisions of land into four or fewer parcels are consistent with the Laguna Hills General Plan, Zoning and Development Code (“Code”), California Subdivision Map Act, and the City’s Subdivision Ordinance.

The proposed subdivision is consistent with the General Plan’s goals and strategies, and with two exceptions, is consistent with the Code. The existing ABC building, which would be located on proposed Parcel 2, is located within the required rear setback area; however, it is believed that the building was legally constructed in the current location pursuant to approvals by the County of Orange in 1974. The proposed subdivision will also result in deficient minimum landscape coverage on both parcels, which is also a result of previous County approvals. The Applicant has requested City approval of variances to the minimum rear setback requirement and minimum landscape coverage requirement in order to allow the property to be subdivided in the manner proposed. Staff supports the requests for variances and believes the required findings for the variances can be made, as discussed in the report below and attached Resolution of Approval (Attachment 1).

Staff has reviewed this Project for compliance with the California Environmental Quality Act (CEQA) and determined that this Project will have no possibility of having a significant effect on the environment. Finally, conditions of approval have been added to ensure that this project will not result in any significant and adverse impacts to public health, safety, and general welfare.

AUTHORITY:

The process the City must follow in reviewing new development projects is found in Section 9-92.030 of the Code. The Planning Agency has review authority over the proposed tentative parcel map and variances.

Section 7-9-254 of the Subdivision Ordinance and Chapter 9-86 of the City’s Development Code require subdivisions to be consistent with the County’s Subdivision Ordinance, the Laguna Hills General Plan, and applicable development standards

Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz)

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including lot size, coverage, density, and setbacks. Staff has recommended approval of the proposed Project based on a written explanation of the Project's consistency with these requirements. These written explanations (known as findings) are listed and discussed in the attached Proposed Resolution of Approval.

BACKGROUND:

The Center is located west of the I-5 freeway at the southeast corner of La Paz Road and McIntyre Street (Attachment 2). Surrounding land uses include residential to the south, professional offices to the east, residential to the north across La Paz Road, and commercial retail to the west across McIntyre Street. The Center was developed in 1973 with approximately 73,000 square feet of building space for general retail uses and 487 parking stalls. The Center was originally named the Wild West Center, then re-named the La Paz Center, and is now named The Courtyard at La Paz.

The current layout of the Center consists of five centralized buildings surrounding a courtyard, a Dunkin Donuts drive-through pad at the northwest corner of the property, a single-tenant building at the southwest corner of the property (Flamingo's Mexican Grill), and another single-tenant building at the southeast corner (Advance Beauty College). Larger tenants in the Center currently include a 24-Hour Fitness health club and JOANN Fabrics and Crafts store.

The City's historical record (planning entitlements, building permits, etc.) for the property extends back to 1973 consisting of the County's records until the date of the City's incorporation in 1991, but does not include records from when the property was originally developed. The Center includes buildings situated unusually close to property lines, so it is believed that a number of variances were issued by the County to facilitate development on the parcel. Staff believes these records were either not provided to the City, or lost during the transition from County to City jurisdiction. County entitlements issued to facilitate development of the site "run with the land," meaning the City must honor the use permits and variances granted to the property under the County's jurisdiction. Recent city-approved entitlement approvals include development permits for the Dunkin Donuts (CUP/PUP/SDP No. 5-14-2848) and the Advance Beauty College (CUP/PUP No. 7-14-2924).

PROPOSAL & ANALYSIS:

Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz)

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Overview

The Applicant is proposing to subdivide the approximately 8.25-acre property into two parcels (see Attachments 3 & 4 for Letter of Justification and Proposed Parcel Map). Parcel 1 (7.8 acres) will encompass most of the Center. Parcel 2 (0.45 acres) will encompass the entire Advance Beauty College building and the twenty existing parking stalls that abut the building. The proposed map will facilitate ABC's independent ownership of the building and property on which their business is currently situated. No development is proposed in conjunction with the Project.

As identified on the proposed Tentative Parcel Map, the property is encumbered by multiple existing and proposed easements. The Public Services and Community Development Departments have reviewed and determined that none of the easements are in conflict with the proposed Project.

Consistency with the General Plan

The General Plan Land Use Element identifies areas in the city where opportunities exist for future revitalization and calls these areas "Future Study Areas." The Courtyard at La Paz is located in the La Paz Gateway Future Study Area, where the General Plan envisions buildings to be reconstructed, enlarged or reoriented "to create more vibrant street life and to provide better pedestrian access from adjacent areas." Although no development is proposed as part of this Project, any future improvements to the Center will be evaluated with the General Plan's goals for the La Paz Gateway in mind.

Consistency with the Development Code and Subdivision Ordinance

The California Subdivision Map Act authorizes local agencies to regulate and control the design and improvement of projects where land is being subdivided. Subdivisions involving the creation of fewer than five parcels are accomplished through a Parcel Map. The City adopted the County of Orange Subdivision Ordinance and Manual upon incorporation, and subsequently adopted the County's Subdivision Ordinance and Manual by reference as it existed on December 20, 1991. The documents are the City's regulations governing the subdivision process. The approval criteria outlined in these documents are primarily based upon a proposed subdivision's (including parcel maps) consistency with the City's General Plan, Development Code, and all applicable development standards of the zoning district where the subdivision is proposed.

Section 7-9-254 of the Subdivision Ordinance and Chapter 9-86 of the City's

Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz)

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Development Code require subdivisions to be consistent with the County subdivision ordinance, the Laguna Hills General Plan, and applicable development standards including lot size, coverage, density, and setbacks. The table below summarizes the characteristics of the property upon completion of the subdivision and compares them to the Code's development standards.

Development Standard	Required Standard	Proposed Standard
Minimum Lot Size	10,000 sq. ft.	Parcel 1: 339,222 sq. ft. Parcel 2: 19,892 sq. ft.
Minimum Lot Width	50 ft.	Parcel 1: 685 ft. Parcel 2: 139 ft.
Minimum Lot Depth	100 ft.	Parcel 1: 345 ft. Parcel 2: 149 ft.
Maximum Lot Coverage	50%	Parcel 1: 25% Parcel 2: 46%
Minimum Front Building Setback	20 ft.	Parcel 1: 39 ft. Parcel 2: 22 ft.
Minimum Front Parking Lot Setback	10 ft.	Parcel 1: 30 ft. Parcel 2: 10 ft.
Minimum Side Setback	10 ft.	Parcel 1: 20 ft. Parcel 2: 10 ft.
Minimum Rear Setback	15 ft.	Parcel 1: 77 ft. Parcel 2: 5 ft.*
Minimum Landscape Coverage	15%	Parcel 1: 9.3%* Parcel 2: 10.6%*

* Subject to proposed Variances

Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz)

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As shown in the table above, Parcel 1 in the proposed subdivision meets all of the Code's applicable development standards, except for minimum landscape coverage. Parcel 2 is deficient in two development standards; minimum rear setback and minimum landscape coverage.

Request for Variances

In order for the City to approve the requested subdivision, the Applicant must obtain approval of variances to address the proposed development standard deficiencies, since approval of a parcel map requires consistency with applicable development standards. The Code allows variances to be granted from any development standard or criteria affecting establishment of a use in a zoning district, but may not be granted to approve a use which would otherwise be prohibited by a zoning district. Variances shall run with the land (in other words, are tied to the property, and not to the owner) and shall remain in full force and validity subject to adherence to limitations and conditions prescribed by the granting authority (LHMC 9-92(F)).

The minimum rear setback deficiency on Parcel 2 is due to the building being built five feet from the rear property line instead of the required fifteen feet. In researching the entitlement history of the property, staff could not locate any County-approved variance that would allow the ABC building to be constructed five feet from the property line. The figure to the right identifies the existing property lines and Center layout. The area highlighted in orange represents a parking area for use by ABC and the Center, but is in fact located on an adjacent property, with the parking area dedicated to the Center by an easement.



In light of the City's incomplete entitlement record and the rationale that an approximately 9,000 square foot building could not be built without permits, staff believes it is likely that variances to the setback requirements for this building were granted by the County. Although the ABC building was constructed approximately five

Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz)

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feet from the rear property line, the proposed subdivision does not adjust this existing condition.

The minimum landscape coverage deficiency on both Parcel 1 and Parcel 2 is a result of subdividing property in a completely built-out environment. No new development or construction is proposed as part of this Project, and the existing buildings and associated improvements (i.e., parking areas, hardscape/landscape areas, sidewalks) are to remain. A 15% landscape coverage requirement results in an approximately 3,000 square foot landscaped area on Parcel 2 alone, which is not feasible to create in this existing built environment. If constructed, a significant building remodel or loss of parking stalls would be necessary. Otherwise the existing landscaping conditions will remain as they have existed since the property was developed.

Staff is supportive of the requested variances in light of the fact that other developments in the area that were approved under the County (i.e., La Paz Village, across McIntyre Street) were constructed in a way that allowed the property to be subdivided so that each individual building would be situated on its own, stand-alone parcel. Approval of these variances will grant the Courtyard at La Paz property owner the same privilege while assisting the property owner with obtaining financing for future center improvements.

Parking and Circulation

No changes to the parking lot and circulation layout are proposed. An existing Conditional Use Permit/Parking Use Permit (CUP/PUP-7-14-2924) for shared parking currently exists, and will remain in effect for both Parcel 1 and Parcel 2. The CUP/PUP also provides the City with the ability to review and approve any changes to parking and circulation proposed on the site. To ensure shared circulation patterns and parking access remains in the event the new separate parcels are ultimately sold in the future, staff has included Condition of Approval No. 10, which requires the Applicant/Owner to prepare a recordable instrument in a form approved by the City Attorney and City Manager that address responsibility for reciprocal parking, ingress and egress, and circulation should individual parcels be sold.

CONCLUSION:

Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz)

May 14, 2019

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Staff has reviewed this project for compliance with the requirements of the City's Development Code and General Plan goals and strategies and determined that, subject to approval of the proposed variances, this Project is in compliance with these regulations. Therefore, approval of Tentative Parcel Map/Variance No. 8-18-4282 is warranted.

PUBLIC NOTICE:

The proposed Project was advertised in an adjudicated newspaper of general circulation on May 2, 2019. In addition, 99 property owners and occupants within 300 feet of the Project were mailed a public hearing notice. To date, no comments have been received. Any written comments received will be distributed at the Planning Agency public hearing.

CEQA FINDINGS:

This project is deemed exempt from the requirements of the California Environmental Quality Act based upon CEQA Guidelines Section 15061(b)(3), which exempts projects that have no possibility of having a significant effect on the environment. The proposed subdivision does not include any physical improvements to the project site and will therefore have no possibility of having a significant effect on the environment.

ATTACHMENTS:

- Attachment 1 – Proposed Resolution of Approval
- Attachment 2 – Vicinity Map
- Attachment 3 – Letter of Justification
- Attachment 4 – Proposed Tentative Parcel Map

Attachment 1

Proposed Resolution of Approval



RESOLUTION NO. PA2019-05-14-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP/VARIANCE NO. 8-18-4282, A REQUEST TO SUBDIVIDE THE COURTYARD AT LA PAZ INTO TWO PARCELS AT 25242-25342 MCINTYRE STREET AND A REQUEST FOR VARIANCES FROM THE MINIMUM REAR SETBACK AND MINIMUM LANDSCAPE COVERAGE REQUIREMENTS

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

WHEREAS, an application for Tentative Parcel Map/Variance No. 8-18-4282 has been received from Brenda Wright of Walden and Associates ("Applicant"), on behalf of La Paz Shopping Center, LP, a California Limited Partnership ("Owner"), to subdivide the Courtyard at La Paz property into two parcels at 25242-25342 McIntyre Street ("Project"); and

WHEREAS, the Project consists of (a) the proposed subdivision of the property into two parcels, an approximately 7.80 acre parcel consisting of the existing Courtyard at La Paz commercial retail center (Parcel 1) and an approximately 0.46 acre parcel containing the existing Advance Beauty College building (Parcel 2); (b) proposed Variances from the minimum rear setback and minimum landscape coverage requirements; and

WHEREAS, the Project is hereby found to be exempt from the requirements of the California Environmental Quality Act pursuant to Title 14, Chapter 3, Section 15061(b)(3) of the California Code of Regulations, which exempts projects that have no possibility of having a significant effect on the environment; and

WHEREAS, the Planning Agency has considered public comments, written and oral information, and testimony presented by City staff, the Applicant/Owner, and other interested parties with respect to the subject application at a duly noticed public hearing held on May 14, 2019.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. That the required findings by the City for approval of Tentative Parcel Map/Variance No. 8-18-4282 have been met and made as follows:

Tentative Parcel Map

1. That the proposed map is consistent with the General Plan:

The General Plan land use designation of the Property subject to the proposed parcel map is Community Commercial, which provides for the development and maintenance of areas where a variety of goods and services can be obtained within neighborhood related small scale commercial centers. The maximum lot coverage for property in the Community Commercial land use designation is 50%. Existing uses on the Property include restaurant, retail, and commercial uses permitted within the Community Commercial land use designation, and no new development is proposed in conjunction with the proposed parcel map. The proposed parcel map would divide the Property into two parcels. Creation of these new, separate parcels will not result in the maximum lot coverage of 50% to be exceeded with respect to any of the proposed new parcels. The subject Property is also located in the General Plan's "La Paz Gateway" future study area, which envisions buildings to be reconstructed, enlarged, or reoriented "to create more vibrant street life and to provide better pedestrian access from adjacent areas." The proposed parcel map will further that goal by aiding the Owner in obtaining funding to finance future improvements to the project site.

2. That the design and improvement of the proposed subdivision is consistent with the General Plan:

The General Plan land use designation of the Property subject to the proposed parcel map is Community Commercial, which is implemented by the Community Commercial chapter in the City's Development Code. No physical development is proposed in conjunction with the proposed subdivision. All development at the project site already exists and has supported the retail/ commercial use of the Property without issue since the 1970s. The proposed subdivision merely creates property lines along an existing development "envelope" such as buildings and parking improvements. With approval of the proposed variance, the Applicant/Owner will be relieved from compliance with certain development standards outlined in the Community Commercial chapter of the Development Code, which helps implement the General Plan. The granting of the variance will not materially affect the implementation of the City's General Plan since the Property is already used for commercial purposes.

3. That the site is physically suitable for the proposed type of development:

No physical development is proposed in conjunction with the proposed subdivision. All development at the project site already exists and has supported the retail/ commercial use of the Property without issue since the 1970s. The proposed subdivision merely creates property lines along existing development "envelopes" such as buildings and parking improvements.

4. That the requirements of the California Environmental Quality Act have been satisfied:

The proposed subdivision has been deemed exempt from the requirements of the California Environmental Quality Act based upon CEQA Guidelines Section 15061(b)(3). This section exempts projects that have no possibility of having a significant effect on the environment. The Applicant is not proposing a physical development on the Property at this time, so no impact to the environment will occur as a result of this Tentative Parcel Map.

5. That the site is physically suitable for the proposed density of development:

No physical development is proposed in conjunction with the proposed subdivision. All development at the project site already exists and has supported the retail/commercial use of the Property without issue since the 1970s. The proposed subdivision merely creates property lines along existing development "envelopes" such as buildings and parking improvements. Further, creation of the proposed new, separate parcels will not result in the maximum lot coverage of 50% applicable to the property to be exceeded on any of the proposed new parcels with respect to the existing improvements.

6. That the design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat.

No physical development is proposed in conjunction with the proposed subdivision. All development at the project site already exists and has supported the retail/ commercial use of the Property without issue since the 1970s. The proposed subdivision merely creates property lines along existing development "envelopes" such as buildings and parking improvements.

7. That the design of the subdivision and the type of improvements proposed are not likely to cause serious public health problems:

No physical development is proposed in conjunction with the proposed subdivision. All development at the project site already exists and has supported the retail/ commercial use of the Property without issue since the 1970s. The proposed subdivision merely creates property lines along existing development "envelopes" such as buildings and parking improvements. A condition of approval has been included to ensure that adequate utilities continue to be provided, along with the use of joint parking facilities and internal on-site circulation, should individual parcels be sold.

8. That the design of the subdivision and the type of improvements proposed will not conflict with easements of record or established by court judgment acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided and that these will be substantially equivalent to ones previously acquired by the public.

The proposed subdivision will occur on a site with existing development and easements that have adequately supported the improvements without issue.

9. That the design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning regulations pursuant to Section 7-9-254 of the subdivision code.

The existing land use mix at the project site will not change as a result of this subdivision proposal. Section 7-9-254 of the County subdivision code relates to the parcel map's conformity with applicable zoning standards. The proposed Variances will allow the County-approved land use development pattern to remain. The proposed parcel map does not include any new development.

Variance

1. That the strict application of the development code deprives the property owner of privileges enjoyed by other properties in the vicinity and in an identical land use designation because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location or surroundings.

The Applicant/Owner has requested Variances from the minimum rear setback on Parcel 1 and minimum landscape coverage requirements on both Parcel 1 and 2. The requested Variances will allow the Property

Owner of the Courtyard at La Paz to create a stand-alone parcel for the previously-developed Advance Beauty College on the property. The Variances are necessary due to the circumstances with which the commercial property was originally approved under the County in the 1970s. Specifically, the Advance Beauty College building was constructed approximately five feet from the rear property line, and the proposed subdivision cannot adjust this existing condition since it would require the building to be moved or partially demolished, which is unreasonable. Furthermore, the property was developed without the City's required landscape coverage, and the proposed subdivision does not include any development or improvements. In order to meet the City landscape coverage standard, structures, parking stalls, and/or hardscape would need to be reconstructed to accommodate 15% coverage on both parcels. Other developments in the area that were approved under the County (such as the nearby La Paz Office Plaza) were constructed in a way that allowed the property to be subdivided and for each building to have its own individual parcel. The requested Variances will allow the Courtyard at La Paz Property Owner the same privilege.

2. That the grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstance in the same zoning district.

Granting of the requested Variances will provide relief from the City's minimum rear setback and minimum landscape coverage development standards in order to allow creation of a stand-alone parcel for an existing business. The Variances are necessary due to the unique circumstances under which the property was originally approved and developed under County jurisdiction. Without the Variances, the Property Owner of the Courtyard at La Paz would be unable to create a stand-alone parcel, where other properties in the Community Commercial zoning district have already done so. For instance, the La Paz Village, located directly across McIntyre Street, is a similarly-shaped property, with individual parcels for individual buildings. Furthermore, although in the Freeway Commercial zoning district rather than the Community Commercial zoning district, the La Paz Office Plaza located directly to the east was originally approved by the County, but has been able to exercise the ability to subdivide the property into parcels for each individual building on the property. Therefore, approval of the proposed Variances will not grant a special privilege, but will allow the Property Owner the same development rights other nearby property owners in the same zone have exercised.

3. That the variance is granted upon hardship and not convenience.

The proposed Variances are being requested due to hardship stemming from the circumstances under which the Courtyard at La Paz was originally approved by the County. For unknown reasons, the building currently

occupied by the Advance Beauty College was constructed five feet away from the rear property line. The location of the building limits the Property Owner's ability to subdivide the property as a stand-alone parcel without the proposed variance. Furthermore, as the center was developed under County jurisdiction, in order to meet the current City landscape coverage standard, structures, parking stalls, and/or hardscape would need to be reconstructed to accommodate 15% coverage on both parcels, which is a hardship on the Property Owner. It should be noted that both the La Paz Village and La Paz Office Plaza located adjacent to the Project site, and were originally approved by the County, have been able to exercise the ability to subdivide into separate parcels for each individual building on the properties.

4. That the grant of variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity.

The Variances are being requested in conjunction with a tentative parcel map that does not include physical development. The existing land use and configuration of the project site will not change as a result of granting these Variances. Therefore, approval of the Variances will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity.

5. That the variance does not grant a use not permitted by the zoning district.

The Variances are being requested in conjunction with a tentative parcel map that does not include physical development. The existing land use and configuration of the project site will not change as a result of granting the Variances. The existing uses on site, including retail/service businesses, restaurants, and health clubs, are permitted by right in the zoning district and/or have obtained necessary permits. Therefore, approval of the Variances will not grant a land use not permitted in the Community Commercial zoning district.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Tentative Parcel Map/Variance No. 8-18-4282 subject to the following conditions of approval:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: the Project Applicant, Brenda Wright of Walden and Associates, on behalf of the Owner(s), La Paz Shopping Center, a California Limited Partnership, and tenant(s) of the property, and each of their respective successors and assigns.

2. Unless the context dictates otherwise, whenever the term “this Permit” is used in the following Conditions of Approval, it shall collectively refer to the Tentative Parcel Map/Variance No. 8-18-4282 approved pursuant to this Resolution No. PA2019-05-14-X, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof (“Indemnitees”), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively “Claims” and “Actions”), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys’ fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City’s full cost thereof.
4. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City’s Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.

6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
7. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's/City Council approval.
8. Within 48 hours from Project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Determination.
9. The conditions of Project approval set forth herein may include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservations, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.

Planning Division

10. Prior to or concurrent with recordation of the Final Parcel Map, the Applicant shall record a declaration, covenant, agreement, reciprocal easement agreement, or other instrument, in a form approved by the City Attorney and City Manager, which provides for continued (a) reciprocal pedestrian and vehicular access and circulation between Parcels 1 and 2; (b) reciprocal parking between Parcels 1 and 2; and (c) reciprocal easements for common utility facilities serving Parcels 1 and 2. The instrument shall be consistent with the approved tentative parcel map, shall be enforceable by the City, shall run with the land, shall bind all current and future owners and tenants of all or portions of Parcels 1 and 2, shall provide that violation of the terms of the instrument constitute a violation of these conditions of approval, and shall not be modified or terminated without prior written approval from the City, which approval shall not be unreasonably delayed or withheld.
11. A Final Parcel Map shall be recorded within two years of May 14, 2019, unless the Applicant has filed a request for extension consistent with the provisions of City requirements and the California Subdivision Map Act.

Public Services Department

12. Prior to approval of the Final Parcel Map by the City Engineer, the Applicant shall prepare a parcel map in accordance with City, County, and State

requirements and standards. The Applicant shall submit the Final Parcel Map for plan check to both the City Engineer and County Surveyor and pay all applicable plan check fees to both agencies. The Applicant shall submit a current title report, supporting documents, and traverse closure calculations for plan check. Following recordation of the Final Parcel Map, the Applicant shall provide the City with a duplicate Mylar of the recorded document.

PASSED, APPROVED, AND ADOPTED this 14th day of May, 2019.

DORE J. GILBERT, M.D., CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2019-05-14-X adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 14th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment 2

Vicinity Map

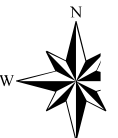




Attachment 2 – Vicinity Map (1845 : Tentative Parcel Map/Variance No. 8-18-4282 (Court yard at La Paz))



City of Laguna Hills
TPM/VAR No. 8-18-4282



Attachment 3

Letter of Justification





2552 WHITE ROAD, SUITE B • IRVINE, CA 92614
 949/660-0110 FAX: 949/660-0418
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS

April 30, 2019

Community Development Department
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Attn: Planning Division

Re: *City of Laguna Hills Planning Application Filing Instructions*, Item 6, Justification of the proposed Tentative Parcel Map No. 2017-178, and Variances.

SUMMARY:

Tentative Parcel Map No. 2017-178 proposal is to subdivide the existing single parcel into two parcels. The property is developed as The Courtyard at La Paz with various uses of *Community Commercial* zoning district and is located at the southeast corner of La Paz Road and McIntyre Street. The proposed subdivision will be of Advance Beauty College on one parcel and all other buildings on another parcel. Shared access, parking, utilities, and maintenance will be addressed in Declaration of Restrictions and Grants of Easements (DRE).

The narrow strip of land within proposed Parcel 1, which lies between the southerly line of proposed Parcel 2 and the south map boundary line, is configured to maintain existing drainage path within Parcel 1. This will prevent Parcel 2 from being encumbered of the site drainage. Rights for cross lot drainage will a part of the DRE. There is no physical development proposed in conjunction with the proposed subdivision. All development at the site already exists and has supported the retail/commercial use of the property without issue since the 1960's. The site is suitable for the subdivision of land as its existing use will not change.

FINDINGS FOR A PARCEL MAP:

(1) That the proposed map is consistent with the Orange County General Plan:

The proposed map is consistent with the Orange County General Plan in that the site is existing with no proposed change in land use classification of *Community Commercial*.

(2) That the design or improvement of the proposed subdivision is consistent with the Orange County General Plan:

Attachment: Attachment 3 – Letter of Justification (1845 : Tentative Parcel Map/Variance No. 8-18-4282 (Courtyard at La Paz))



The design of the subdivision is consistent with the City's General Plan development standards. The site was developed when the property was under County jurisdiction and development standards of that time. There are a number of existing, legal non-conforming conditions that variances to reduce the development standards for are a part of this application. The tentative map submittal is for subdivision of the land only. There are no proposed site improvements as a part of the Tentative Parcel Map No. 2017-178 application. On-site improvements are already in place and have complied with County standards when constructed and City standards with previous tenant improvements.

(3) That the site is physically suitable for the proposed type of development:

The site is physically suitable for the proposed subdivision of land as it will not have any physical effect on the site. No physical development is proposed to cause topographic changes to the site. Access currently in use will remain and parking is shared. DRE will cover the common use items between the two parcels.

(4) That the requirements of the California Environmental Quality Act have been satisfied:

The project is in compliance with the CEQA and will have no possibility of having a significant effect on the environment due to not having any physical improvements to the project site.

(5) That the site is physically suitable for the proposed density of development:

The site is existing and there will be no changes from its current land use of mid-intensity commercial development. Parcel 1 exceeds the maximum lot coverage of 50% and maximum FAR of 0.35; Parcel 2 was designed to have the smallest parcel size permissible and is within the allowable lot coverage and FAR of 0.49.

(6) That the design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat:

There will be no substantial environmental damage nor will the project substantially and avoidably injure fish or wildlife as the site is existing and no improvements are a part of the subdivision of land.

(7) That the design of the subdivision and the type of improvements proposed are not likely to cause serious public health problems:

The design of the subdivision is not likely to cause serious public health problem due to the fact that it has been constructed in conformance to City standards and are subject to inspections. There are no proposed improvements as a part of the property subdivision.



- (8) That the design of the subdivision and the type of improvements proposed will not conflict with easements of record, acquired by the public at large, for access through or use of , property within the proposed subdivision:**

The easements acquired by the public for access through or use of the property within map boundary do not have a conflict with the subdivision of the property. All existing access rights will remain. Further, all known existing easements for the site are shown on the map.

- (9) That the design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning regulations pursuant to Section 7-9-254:**

The existing Zoning District designation for the project site is *Community Commercial*. The site is existing, there are no physical improvements proposed as a part of Tentative Parcel Map No. 2017-178, and the current use of the existing site will not change as a result of this subdivision. The proposed variance will allow the County approved land use development to remain. The improvements at the site have existed since the 1960's and been adequately served by public and private infrastructure.

FINDINGS FOR A VARIANCE FOR REAR SETBACK (EXISTING CONDITION) FOR PARCEL 2:

- (1) That the strict application of the Laguna Hills Development Code deprives the property owner of privileges enjoyed by other properties in the vicinity and in an identical land use designation because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location or surroundings:**

Special circumstances applicable to the subject property that justify the variance request of deficiency to the code required 15 ft rear setback are that the site is existing, no changes are proposed; the building was legally constructed in its current location when the property was under the County of Orange jurisdiction and variances to permit the construction were granted pursuant to the County's approval. Records for prior entitlements are unavailable, but it is believed they would have been granted and the City must honor the use permits and variances granted to the property. Other developments in the area that were approved under the County appear to have the same setback deficiency: *La Paz Village* across McIntyre Street (PMB 37/3 and PMB 93/50) and *Cabot Town Center* easterly across Cabot Road (Parcel Map No. 2011-115, PMB 380/21-26, Resolution No. PA 2013-07-09-1).



- (2) That the grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstances in the same zoning district:**

The grant of a variance for encroaching into the rear setback would not be of a special privilege to The Courtyard at La Paz / Advance Beauty College in that properties in the same zoning district have similar building conditions that currently exist as well as variances granted for same condition to Cabot Town Center, Variance No. 11-12-2428.

- (3) That the variance is granted upon hardship and not convenience:**

The variance for a rear set back deficiency is not of convenience as it is correlated to the existing conditions of the site. Reason for hardship in that the buildings were constructed under County control and records are not available.

- (4) That the grant of variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity:**

The variance will not be detrimental to the public or properties in the vicinity in that the site and conditions are existing and no changes or improvements are planned. Adjacent to the rear property line of proposed Parcel 2 is an easement in favor of The Courtyard at La Paz for access, parking and related purposes. The owner of the land on which the easement lies is La Paz Office Plaza, LLC which is the owner of the property below the hill, (La Paz Office Plaza, PMB 98/47-48) behind the Advanced Beauty College building. Due to the elevation of the easement area, La Paz Office Plaza does not have direct access to the easement area nor do they use it or maintain the improvements located thereon. This has been an existing condition for many years. Therefore, the insufficient setback distance will not impeded La Paz Office Plaza LLC's use of it.

- (5) That the variance does not grant a use not permitted by the zoning district.**

Site is existing, current use is permitted within *Community Commercial* district and it will not change.



FINDINGS FOR A VARIANCE FOR LANDSCAPE LOT COVERAGE:

- (1) That the strict application of the Laguna Hills Development Code deprives the property owner of privileges enjoyed by other properties in the vicinity and in an identical land use designation because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location or surroundings:

Landscape coverage meets overall site requirement.

- (2) That the grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstances in the same zoning district:

There are other *Community Commercial* shopping centers in the City of similar layout with majority of existing site parking spaces and concrete pavement for pedestrians. Observation of these properties appear to also be deficient in the required landscape coverage.

- (3) That the variance is granted upon hardship and not convenience:

The variance would be granted due to hardship, the site is existing and to add landscaping would require changes to the site topography and layout.

- (4) That the grant of variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity:

The variance will not be detrimental to the public or properties in the vicinity in that the site and conditions are existing and no changes or improvements are planned.

- (5) That the variance does not grant a use not permitted by the zoning district.

Site is existing, current use is permitted within *Community Commercial* district and it will not change.

Brenda Wright
Walden & Associates
Applicant/Agent for La Paz Shopping Center

Attachment 4

Proposed Tentative Parcel Map



TENTATIVE PARCEL MAP NO. 2017-178

IN THE CITY OF LAGUNA HILLS COUNTY OF ORANGE
STATE OF CALIFORNIA

A.P. NO.: 620-212-01 & 02
AREA: 8.25 ACRES GROSS - 7.72 ACRES NET
AUGUST 2018

LEGAL DESCRIPTION:
PARCEL 1, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 49, PAGE 24 OF PARCEL MAPS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, PARKING AND RELATED PURPOSES OVER A PORTION OF PARCELS 2 AND 3 AS SHOWN ON THE MAP FILED IN BOOK 96, PAGES 47 & 48, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, SAID EASEMENT RECORDED APRIL 27, 1973 IN BOOK 10667, PAGE 36 OF OFFICIAL RECORDS (SAID EASEMENT SHOWN WITH DESIGNATION OF (C))

ASSESSOR PARCEL NUMBERS:
620-212-01 & 02

ADDRESS:
25242, 25252, 25272, 25282, 25292, 25332 & 25342 McINTYRE STREET

ZONING: CC - COMMUNITY COMMERCIAL
LAND USE: COMMERCIAL

SITE REQUIREMENTS:
MINIMUM LOT SIZE: 10,000 SQ. FT.
MINIMUM LOT WIDTH: 50 FT.
MINIMUM LOT DEPTH: 100 FT.
MAXIMUM LOT COVERAGE: 50%
MAXIMUM BUILDING HEIGHT: 40 FT.
MINIMUM SETBACKS:
FRONT: 10 FT.
PARKING LOT: 10 FT.
BUILDING: 20 FT.
SIDE: 10 FT.
INTERIOR: 15 FT. (10 FT. PARKING LOT)
STREET: 15 FT.
REAR: 15 FT.
MINIMUM LANDSCAPE COVERAGE: 15%

PARKING:
PROVIDED: 486 TOTAL PARKING SPACES PER PUP NO. 7-14-2924.

SITE DATA:
EXISTING:
GROSS AREA: 359,114 SQ. FT. - 8.25 ACRES
* NET AREA: 336,146 SQ. FT. - 7.72 ACRES

PARCEL 1:
* PROPOSED GROSS PARCEL AREA: 339,222 SQ. FT. - 7.79 ACRES
* PROPOSED NET PARCEL AREA: 316,254 SQ. FT. - 7.26 ACRES
TOTAL BUILDING AREA: 84,641 SQ. FT.
F.A.R.: 0.250
LANDSCAPE COVERAGE: 9.3%

PARCEL 2:
PROPOSED PARCEL AREA: 19,892 SQ. FT. - 0.46 ACRES
BUILDING AREA: 9,057 SQ. FT.
F.A.R.: 0.455
LANDSCAPE COVERAGE: 10.6%

* NET AREA IS PARCEL LESS STREET EASEMENT (C).

FLOOD ZONE:
THE SUBJECT PROPERTY LIES IN AN AREA LABELED ZONE X PER THE FLOOD INSURANCE RATE MAP NUMBER 06059C0431J, REVISED DECEMBER 2, 2009.

- EASEMENTS:**
- (A) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR STREET AND HIGHWAY PURPOSES, RECORDED 02/13/1968 IN BOOK 8517, PAGE 592, OF OFFICIAL RECORDS.
- (B) AN EASEMENT IN FAVOR OF MOULTON-NIGUEL WATER DISTRICT FOR SEWER AND WATER LINES, RECORDED 06/10/1970 IN BOOK 9313, PAGE 155, OF OFFICIAL RECORDS.
- (C) AN EASEMENT IN FAVOR OF THE COUNTY OF ORANGE FOR STREET AND HIGHWAY PURPOSES, RECORDED 05/21/1973 AS INSTRUMENT NO. 22439, IN BOOK 10706, PAGE 758, OF OFFICIAL RECORDS.
- AN EASEMENT IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY FOR UNDERGROUND FACILITIES, RECORDED 07/27/1973 AS INSTRUMENT NO. 27825, BOOK 10823, PAGE 330, OF OFFICIAL RECORDS. (LOCATION INDETERMINATE FROM RECORD, NOT SHOWN HEREON)
- (D) AN EASEMENT IN FAVOR OF MOULTON-NIGUEL WATER DISTRICT FOR WATER TRANSMISSION, RECORDED 04/19/1974 AS INSTRUMENT NO. 19688, BOOK 11123, PAGE 1201, OF OFFICIAL RECORDS.
- (E) AN IRREVOCABLE OFFER OF DEDICATION IN FEE IN FAVOR OF THE CITY OF LAGUNA HILLS, A CALIFORNIA MUNICIPAL CORPORATION FOR ROADWAY PURPOSES AND FUTURE STREET WIDENING, RECORDED 11/12/2008 AS INSTRUMENT NO. 2008-529298, OF OFFICIAL RECORDS.
- (F) AN EASEMENT IN FAVOR OF MOULTON-NIGUEL WATER DISTRICT FOR WATER, RECLAIMED WATER AND SEWER FACILITIES, RECORDED 09/23/2009 AS INSTRUMENT NO. 2009-505042, OF OFFICIAL RECORDS.
- AN EASEMENT IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY FOR UNDERGROUND FACILITIES, RECORDED 10/29/2014 AS INSTRUMENT NO. 2014000438681, OF OFFICIAL RECORDS. (LOCATION INDETERMINATE FROM RECORD, NOT SHOWN HEREON)
- (G) AN EASEMENT IN FAVOR OF LA PAZ SHOPPING CENTER, L.P., FOR INGRESS AND EGRESS, PARKING AND RELATED PURPOSES OVER A PORTION OF PARCELS 2 AND 3 AS SHOWN ON THE MAP FILED IN BOOK 96, PAGES 47 & 48, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, SAID EASEMENT RECORDED APRIL 27, 1973 IN BOOK 10667, PAGE 36 OF OFFICIAL RECORDS

NOTES:
EASEMENTS BETWEEN PARCEL 1 AND PARCEL 2 FOR SHARED ACCESS, INGRESS/EGRESS, PARKING, LOT DRAINAGE, EMERGENCY VEHICLE ACCESS, PRIVATE UTILITIES, AND LANDSCAPING AND COST SHARING AND MAINTENANCE RESPONSIBILITIES TO BE ADDRESSED UNDER AND SUBJECT TO A SEPARATE DOCUMENT TO BE RECORDED CONCURRENTLY WITH THE PARCEL MAP.

03/26/2019
12/06/2018

JOB NUMBER
1938-000-051
DATE: 09/14/18
DRAWN: BJW
CHECKED: JW

SHEET
1
OF
1

TENTATIVE PARCEL MAP
NO. 2017-178

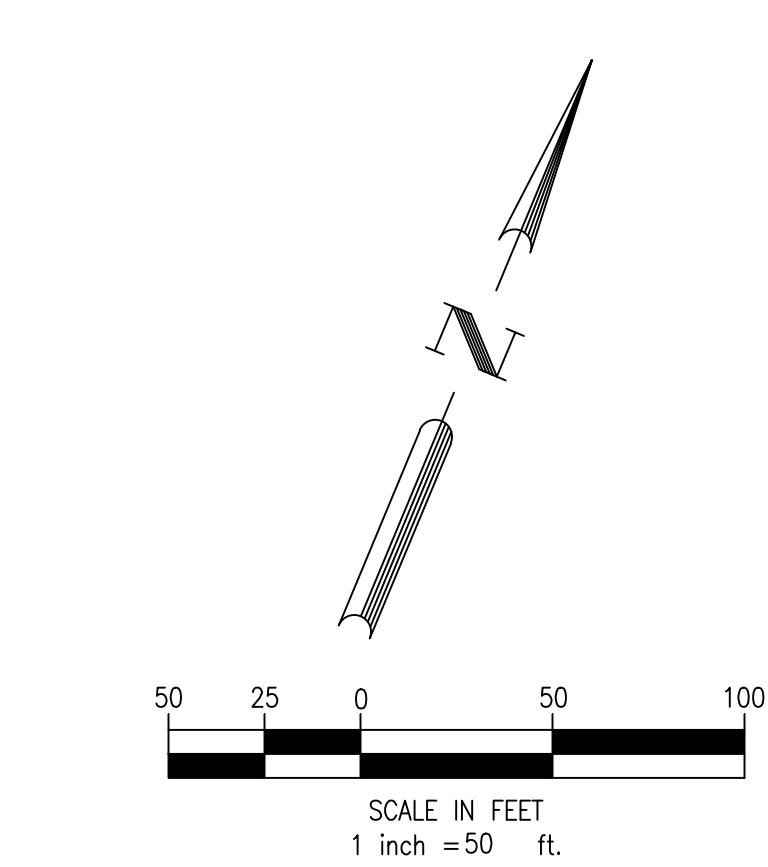
THE COURTYARD AT LA PAZ
SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA



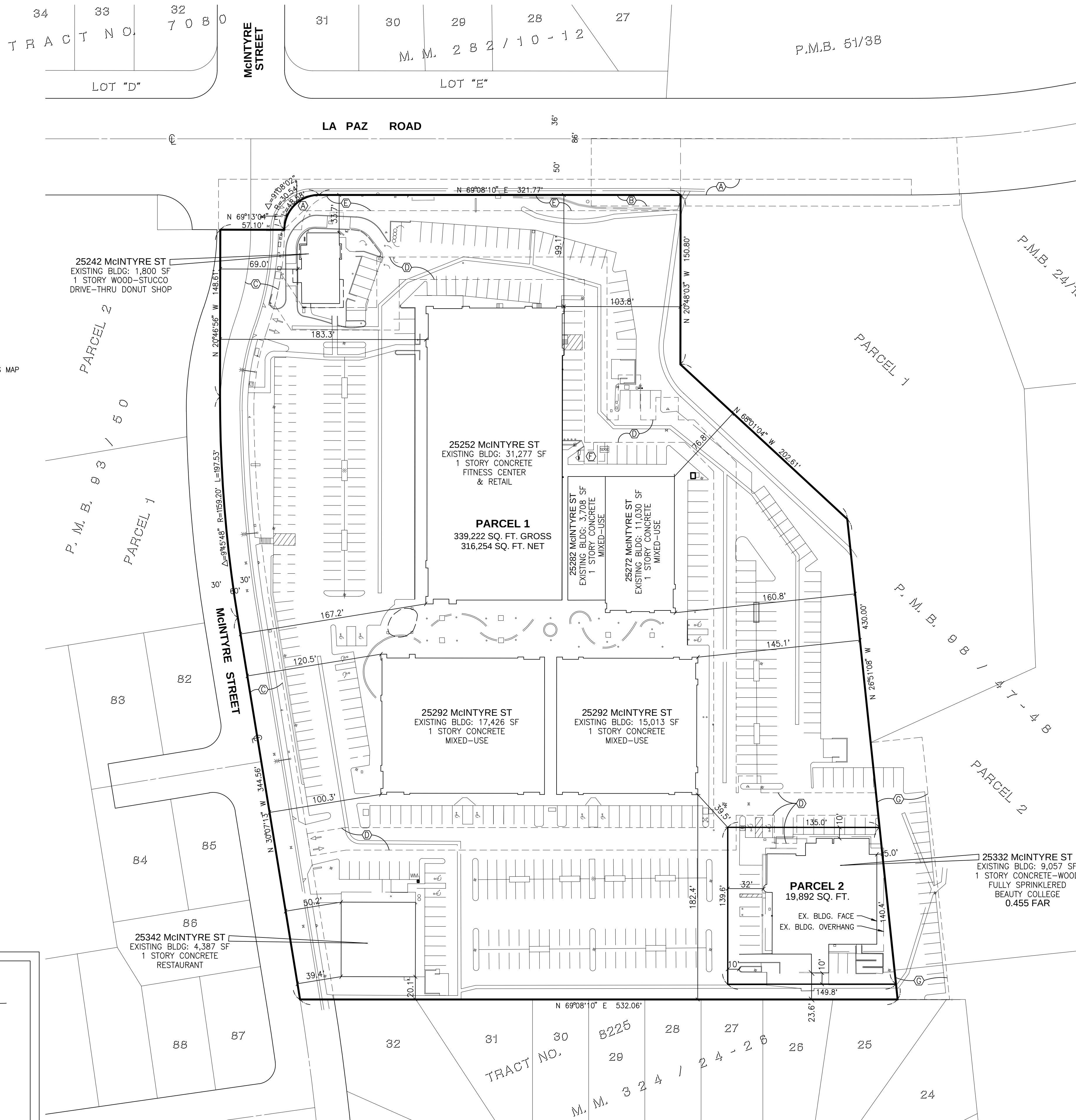
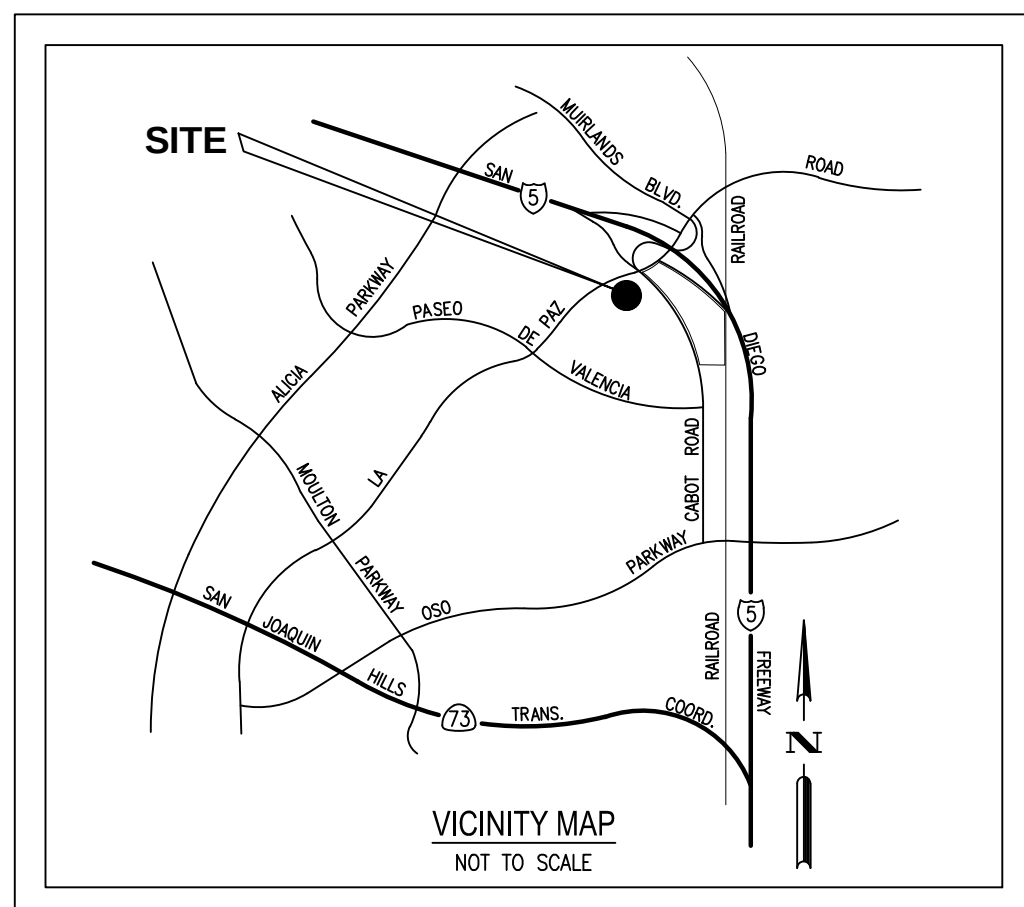
WALDEN & ASSOCIATES
CIVIL ENGINEERS
LAND SURVEYORS
PLANNERS
2552 WHITE ROAD, SUITE B, IRVINE, CA 92614
(949) 660-0110 FAX: 660-0118
JEFFREY A. WALDEN PLS 7914 DATE 12/06/2018

OWNER/SUBDIVIDER:
LA PAZ SHOPPING CENTER, LP
A CALIFORNIA LIMITED PARTNERSHIP
C/O TIARNA REAL ESTATE SERVICES, INC.
2603 MAIN STREET, SUITE 210
IRVINE, CA 92614

LAND SURVEYOR:
WALDEN & ASSOCIATES
2552 WHITE RD., SUITE B
IRVINE, CA 92614



LEGEND:
— EXISTING PARCEL MAP BOUNDARY LINES OF THIS MAP
— PROPOSED PARCEL LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING ADJACENT PARCEL LINES





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit/Parking Use Permit (CUP/PUP 11-18-4383), a Request by Aliso Equities Ltd., Establishing a Joint Parking Use Permit at Alicia Town Center (25594-25632 Alicia Parkway and 25539 Paseo De Valencia)

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for CUP/PUP No. 11-18-4383; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities Exemption); (3) Adopt a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving CUP/PUP No. 11-18-4383, a request by Aliso Equities Ltd., establishing a Joint Parking Use Permit for Alicia Town Center, located at 25594-25632 Alicia Parkway and 25539 Paseo de Valencia.”

SUMMARY:

Title 9 of the Laguna Hills Municipal Code (LHMC) contains the City of Laguna Hills’ Development Code (also commonly referred to as the “Zoning Code” or “Code”). The property owner of the Alicia Town Center (“Center”), Aliso Equities, Ltd., (“Applicant”) requests approval of a Joint Parking Use Permit to implement shared parking for the Center located at 25594-25632 Alicia Parkway and 25539 Paseo de Valencia, located in the Community Commercial zoning district. There are currently 306 striped parking stalls in the Center. Based on the Code, the existing businesses and vacancies in the Center require 346 parking stalls, resulting in a 40 stall deficit when evaluated under LHMC Table 9-44.A. An applicant-prepared parking study dated April 2, 2019, (“Study”)

Conditional Use Permit/Parking Use Permit 11-18-4383 (Alicia Town Center)

May 14, 2019

Page 2

concludes that utilizing a “shared parking” approach to parking at the center results in an actual demand for existing tenants at 159 parking stalls. Shared parking allows multiple uses within a shopping center to share one parking stall to meet parking demand, assuming those uses have staggered parking demand periods throughout the day.

When factoring in the existing vacancies and including a recommended ten percent buffer for the Center, there is a surplus of 108 parking stalls. Staff reviewed the Code requirements as well as the General Plan issues, goals, and strategies; evaluated the potential for environmental impacts in accordance with the California Environmental Quality Act (CEQA); and determined that the proposal, subject to conditions of approval, will not result in any significant adverse impacts to the public health, safety, and general welfare. Therefore, staff is recommending approval of CUP/PUP 11-18-4383.

AUTHORITY:

The process the City must follow in reviewing Joint Parking Use Permits is found in Chapter 9-44 and Chapter 9-92 of the Code. Section 9-44.070 describes how the sharing of parking facilities can be approved provided that it can be demonstrated that sufficient parking is provided for all uses within a site. The Planning Agency has review authority over the proposed Joint Parking Use Permit through the City’s Conditional Use Permit/Parking Use Permit process in accordance with Section 9-92.030 of the Code. Staff recommends approval of the proposal based on a written explanation of the proposal’s consistency with the City’s Code and General Plan. These written explanations (known as findings) are listed and discussed in the attached Project Resolution (Attachment 1).

BACKGROUND:

The Alicia Town Center was built under County jurisdiction in 1979. The Center consisted of approximately 58,972 square feet of leasable retail space and 324 parking stalls. At the time, the County of Orange zoning code required 5.5 parking stalls per 1,000 square feet of Gross Leasable Area (GLA). The Center was anchored by a 35,250 square foot Alpha Beta Supermarket, which was rebranded as a Ralph’s supermarket in 1994. In 1997, redevelopment of the Center occurred with a 10,737 square foot addition to the Ralph’s supermarket, as well as an additional 1,000 square feet of retail space to the center. After the 1997 expansion, the Center had approximately 65,808 square feet of retail space and 329 parking stalls. In 2007, the 19 stalls behind the Ralph’s were eliminated from the Center’s inventory in order to facilitate a fire lane, leaving 310

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marked parking stalls within the Center. Four of these stalls are utilized by shopping cart return facilities. Thus 306 parking stalls are available (including 8 ADA-accessible stalls) in the Alicia Town Center.

Based on the requirements for parking found in Table 9-44.A of the Code, there is currently a 40 parking stall deficit for the Center; 346 are required, 306 are provided. This circumstance appears to have occurred as a result of the City's previous approvals that resulted in the removal of parking spaces. This has prevented new tenants such as restaurants, medical offices and fitness uses from locating to the Center since these types of uses require more parking than that of a typical retail renter.

PROPOSAL & ANALYSIS:

Given the results of the Applicant's Study, it is appropriate to establish a shared parking approach at the Center through the City's Joint Use Parking Permit process and allow the Applicant the opportunity to establish a more efficient approach for the use of the Center's parking supply pursuant to Section 9-44.070 of the Code. This approach will provide the Center with the ability to use actual parking counts to determine parking need, rather than strictly utilizing the City's standard parking requirements found in Table 9-44.A. Use of the shared parking approach at the Center will provide a degree of flexibility in how parking demand is calculated, enabling the owner to bring in a complementary mix of tenant uses that have different peak parking demand times, provided the Planning Agency approves the requested Conditional Use Permit/ Parking Use Permit.

The Zoning Code identifies the number of parking stalls required for a particular use or type of business based on parking requirements contained in Table 9-44.A of the Code. The parking requirements for a business are typically calculated by applying the ratio identified by the table to the gross floor area (GFA) of the use. For instance, a 2,000 square foot clothing retail store would require ten (10) parking stalls, as the parking ratio for general retail uses is one (1) stall per 200 square feet. The City's approach to determining the amount of required parking for a use assumes businesses utilize 100 percent of the required parking at all times. This is a common approach cities use in determining parking needs for non-residential uses.

For commercial centers, required parking is based on the total parking needed to serve all existing businesses, plus parking needed to serve potential tenants in any vacant storefronts within a center. This total requirement is then compared to the total parking inventory of the center to determine if there is a surplus or deficit of parking stalls.

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Since, many commercial centers typically have a variety of tenants that have different hourly parking demand periods during a business day, the Code provides the opportunity for the joint use of parking facilities with an approved parking plan as described by Section 9-44.070 of the Code. This approach to calculating parking demand is generally referred to as “shared parking”, which is made possible through the approval of a Joint Parking Use Permit by the Planning Agency.

The Applicant has submitted an application for a Conditional Use Permit and Parking Use Permit (CUP/PUP No. 11-18-4383), which includes a survey of the current parking demand at the Center prepared by RK Engineering Group, Inc. (see Attachment 2 and 3 for Letter of Justification and Study). The Study follows standard International Transportation of Engineers (“ITE”) traffic engineering practices and guidelines for determining parking demands for a neighborhood shopping center use. Parking counts were taken at one hour intervals on Friday, November 2, 2018, and Saturday, November 3, 2018, from 6:00 am to 9:00 pm. These two days were chosen to capture the busiest weekday and weekend days of the week. The hours of observation were intended to capture the hours of operation for the busiest periods of tenants in the Center. The methodology used in the Study is a blended approach to calculating parking using observed actual demand for existing tenants, plus Code required parking for future tenants. The peak parking demand observed for the existing tenants was 159 parking stalls on Saturday at 11:00 AM.

The Study also included simulated requirements for vacant retail space in the Center, which would not be captured by the observed parking counts. Retail businesses are permitted by right in the Community Commercial zoning district and require one parking stall per 200 square feet of tenant space gross floor area (GFA). When selecting a default use for vacancies, staff considers the most basic use that is permitted by right. In this analysis, General Retail is the best fit. There is currently 4,125 square feet of vacant GFA in the Center, which would require an additional 21 parking stalls when using the Code parking requirements for General Retail. When combining the peak parking demand of 159 stalls, including the required parking for vacant GFA, actual parking demand becomes 180 parking stalls for the Center.

However, when analyzing shared parking, staff has typically increased required parking by an additional 10 percent as a best practice, resulting in a requirement for an additional 18 spaces. This results in a total parking demand of 198 parking stalls for this center under existing conditions. The reason for the additional parking is to ensure parking spaces are available for customers who are circulating in the parking area and

looking for available parking. Table 1 below depicts the current demand for parking in the Center as described above.

TABLE 1 - Alicia Town Center Joint Use of Parking Facilities Table

Alicia Town Center	306 Spaces
Observed Peak Demand	159 Spaces
Vacancies	21 Spaces
10% Buffer	18 Spaces
Surplus Parking	108 Spaces

With a projected parking demand of 198 parking stalls, the Center would have an excess of 108 parking stalls for future tenants, placing the Center at a 64 percent peak-parking occupancy. Therefore, the approval of this CUP/PUP will reflect the Center's actual parking demand, and enable the Applicant to use the Center's surplus parking capacity for a wide range of potential new tenants that may require a higher parking demand such as health clubs, medical offices, and restaurants.

CONCLUSION:

Staff believes the Study demonstrates that there is adequate available parking at the Center to accommodate existing uses, as well as future uses that may require more parking than the Center can accommodate using the City's standard approach to parking regulation. The Study has effectively shown that the Center's peak parking demand is far below the parking required by Code. Therefore, the approval of this CUP/PUP will reflect the Center's actual parking demand, and enable the Applicant to use the Center's surplus parking capacity for a wide range of potential new tenants that may require a higher parking demand, such as health clubs, medical offices, and restaurants. As a standard City practice for CUP/PUPs, staff requires applicants to address future changes in parking demand due to tenant turn over and change in the mix of uses once the CUP/PUP has been approved. For instance, Condition of Approval No. 11 provides the Community Development Director the ability to request an update to the Study if the

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tenant mixture at any time becomes problematic to the Center's parking and circulation. Therefore, staff is recommending approval, subject to the conditions of approval as listed in the attached Resolution.

PUBLIC NOTICE:

The proposed Project was advertised in an adjudicated newspaper of general circulation on May 2, 2019. A total of 68 public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property and all tenants of the subject property. To date no comments have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). This exemption applies to the permitting or minor alteration of existing structures.

ATTACHMENTS:

- Attachment 1-Proposed Resolution of Approval
- Attachment 2-Letter of Justification
- Attachment 3-Shared Parking Study

Attachment 1

Proposed Resolution of Approval



RESOLUTION NO. PA2019-05-14-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CUP/PUP NO. 11-18-4383, A REQUEST BY ALISO EQUITIES LTD. ESTABLISHING A JOINT PARKING USE PERMIT FOR ALICIA TOWN CENTER, LOCATED AT 25594-25632 ALICIA PARKWAY AND 25539 PASEO DE VALENCIA

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

WHEREAS, Aliso Equities, Ltd. ("the Applicant") has filed an application for Conditional Use Permit/Parking Use Permit (CUP/PUP No. 11-18-4383) establishing a Joint Parking Use Permit at Alicia Town Center (25594-25632 Alicia Parkway, and 25539 Paseo de Valencia, APN 625-081-03 and 625-081-04) in the (CC) Community Commercial zoning district; and

WHEREAS, CUP/PUP No. 11-18-4383 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15301 (Class 1, Existing Facilities); and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on May 14, 2019.

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

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

SECTION 2. That the required findings by the City for approval of CUP/PUP No. 11-18-4383 have been met and are made as follows:

Parking Use Permit

1. The proposed joint parking use permit is consistent with the intent and purpose of the development code.

The intent of the parking requirements in the development code is to ensure that all land uses provide safe access and on-site circulation with adequate off-street parking facilities. The development code allows for shared use of parking facilities provided that it is shown that adequate parking for all uses is maintained. The Applicant has demonstrated that based upon the existing actual demand at the center for existing uses, and the code-required parking for vacancies and future uses, there is sufficient parking for the

planned tenant mix, including uses that have higher parking ratios such as fitness, medical, and restaurant uses . A comprehensive shared parking plan allows additional flexibility in leasing to a larger variety of users and allows a more efficient use of the existing parking supply. Condition No. 11 provides the Community Development Director with the ability to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) in the shopping center to ensure the proposed joint parking use permit remains consistent with the requirements of the development code.

2. The joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities.

The shared parking approach proposed for the center is enforceable upon all current and future tenants to ensure the parking is available for the shopping center. Any changes to the property affecting access or parking would require City approval, at which time the impact on shared parking would be evaluated. This permit is binding and enforceable against the property owner and all existing and future tenants per the project conditions of approval. Additionally, the Community Development Director is able to evaluate the available parking supply for any change in tenant mix at the center as provided for in Condition No. 11.

3. The requirement for parking established by the joint parking use permit shall assure that the parking demands for the participating uses are continually met.

This permit is binding and enforceable against the property owner and all existing and future tenants per the conditions of approval. Additionally the Community Development Director is able to evaluate the available parking supply for any change in tenant mix at the center as provided for in Condition No. 11. Therefore, parking demand will continually be met at the center. Should a parking issue occur, or the mix of uses change, the Community Development Director, per Condition 11, can require the Applicant to provide a parking study to demonstrate that parking is still sufficient.

4. The proposed use is consistent with the General Plan.

The project is consistent with the goals and policies of the General Plan. In particular, with regard to parking, the General Plan under the Mobility Element (M-15) states the importance of utilizing a broad range of parking management tools to balance parking spillover effects and excessive parking requirements, to encourage efficient use of the land. Currently, the subject parking lot is often underutilized, according to the parking study conducted by RK Engineering dated April 2, 2019. Establishing formal shared parking will allow additional businesses that could not otherwise locate in the center, utilizing currently underused parking, while still providing adequate parking for all users.

5. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The parking study conducted by RK Engineering dated April 2, 2019, demonstrates that 108 excess parking spaces are available at Alicia Town Center for future tenants. Should the tenant mix change, or should a problem be identified in the future stemming from the grant of this Permit, Condition 11 will allow the Community Development Director to evaluate the available parking supply for any change in tenant mix at the center to ensure adjacent uses, buildings, or structures are not impacted by the proposed joint parking use permit.

6. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The subject site is a part of an existing 6.74 acre neighborhood commercial shopping center. The parking study demonstrates that the available parking is adequate given the current and planned mix of tenants. Condition 11 will allow the Community Development Director to evaluate the available parking supply for any change in tenant mix at the center to ensure existing or planned uses in the vicinity are not impacted by the establishment of the proposed joint parking use permit.

7. All required development standards prescribed by the Development Code can be achieved.

The proposed joint parking use permit will enable the Applicant to base required parking on the Center's actual parking demand, and enable the Applicant to use the Center's surplus parking capacity for a wide range of potential new tenants that may require a higher parking demand such as health clubs, medical offices, and restaurants. Through proposed conditions of approval, and specifically Condition No. 11, the Community Development Director will have the authority to evaluate the available parking supply for any change in tenant mix at the center to ensure the requirements of the Code can be met, which requires parking to be available for all uses.

8. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

The conditions of approval will ensure that the approval of the joint parking use permit will not result in the conditions described above. Condition 11 will allow the Community Development Director to evaluate the available parking supply for any change in tenant mix at the center and ensure the adequate parking will be available for all uses at the center. The ability to evaluate the center's required parking for any change in mix of uses, and require reasonable mitigation measures based on future updates to the

center's parking study to be implemented by the Applicant will ensure that incompatible conditions with adjacent or abutting uses will not materialize as a result of the approval of a joint parking use permit, and ensure that the public peace, safety and welfare is maintained.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP/PUP No. 11-18-4383 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: the owners(s) Aliso Equities, Ltd. and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit and Parking Use Permit, CUP/PUP No. 11-18-4383, approved pursuant to this report.
3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted November 28, 2018), letter of justification (dated March 4, 2019), and Shared Parking Study (dated April 2, 2019).
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the

- Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
 6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the City of Laguna Hills.
 7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Community Development Director's approval, or prior to issuance of building permits, whichever occurs first.
 8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
 9. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of approval of this Permit.
 10. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.
 11. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) in the shopping center, the Applicant shall, at its sole cost and expense, be responsible for the cost of a parking and circulation study prepared by a licensed consultant selected by the City. The Applicant shall, at its sole cost and expense, be responsible for implementation costs of any reasonable mitigation measures deemed appropriate by the Director related to such impacts based on the findings of such study.

PASSED, APPROVED, AND ADOPTED this 14th day of May, 2019.

DORE J. GILBERT, M.D., CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2019-05-14-X adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 14th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment 2

Letter of Justification



Alicia Town Center / Aliso Equities, Ltd.

2801 W. Coast Highway, Suite 380
Newport Beach, CA 92663



March 4, 2019

Mr. Kevin Parker
City of Laguna Hills, Ca

Dear Mr. Parker,

ALICIA TOWN CENTER - LETTER OF JUSTIFICATION: CUP/PUP-11-18-4383

Introduction

The Alicia Town Center is an existing neighborhood shopping center anchored by a Ralph's grocery store. "Alicia" consists of 65,808 square feet of retail, restaurant, bank, and grocery. The shopping center has 306 available parking spaces in a surface lot surrounding the buildings.

Why PUP Is Needed?

The Parking Use Permit is needed in order to use a shared parking methodology at the shopping center. The ownership would like to add new tenants that might generate a higher parking demand than current uses. As a result, a parking study and PUP is required to demonstrate adequate parking on site. With an approved CUP/PUP, a wider variety of future tenants can be accommodated.

Justification

Following the city planning department's recommendations, an in depth parking analysis was performed by a third party expert in order to show sufficient available parking at the center. The study follows standard ULI and engineering practice/guidelines for determining future parking demand for a neighborhood shopping center. The observed car counts showed that at the peak usage time of 11am-12pm on Saturday November 3, 2018, only 159 cars were parked in the 306 space lot.



In addition, the study pro-actively takes into account the releasing of 7,787 square feet in 5 suites to the highest use of gym/spa/health club. Since the gym use requires a high parking demand of 1 space/100 SF-GFA, a total of 78 more parking spaces of demand were added to the observed count results during all hours of the day all year.

In conclusion, at the peak time with full occupancy and 7,787 SF of peak use gym tenants, the Alicia Town Center still has excess available parking of 69 free spaces (23%). Therefore, the Alicia Town Center has adequate parking spaces to accommodate potential new tenants at all times. The CUP/PUP request is therefore justified.

Sincerely,

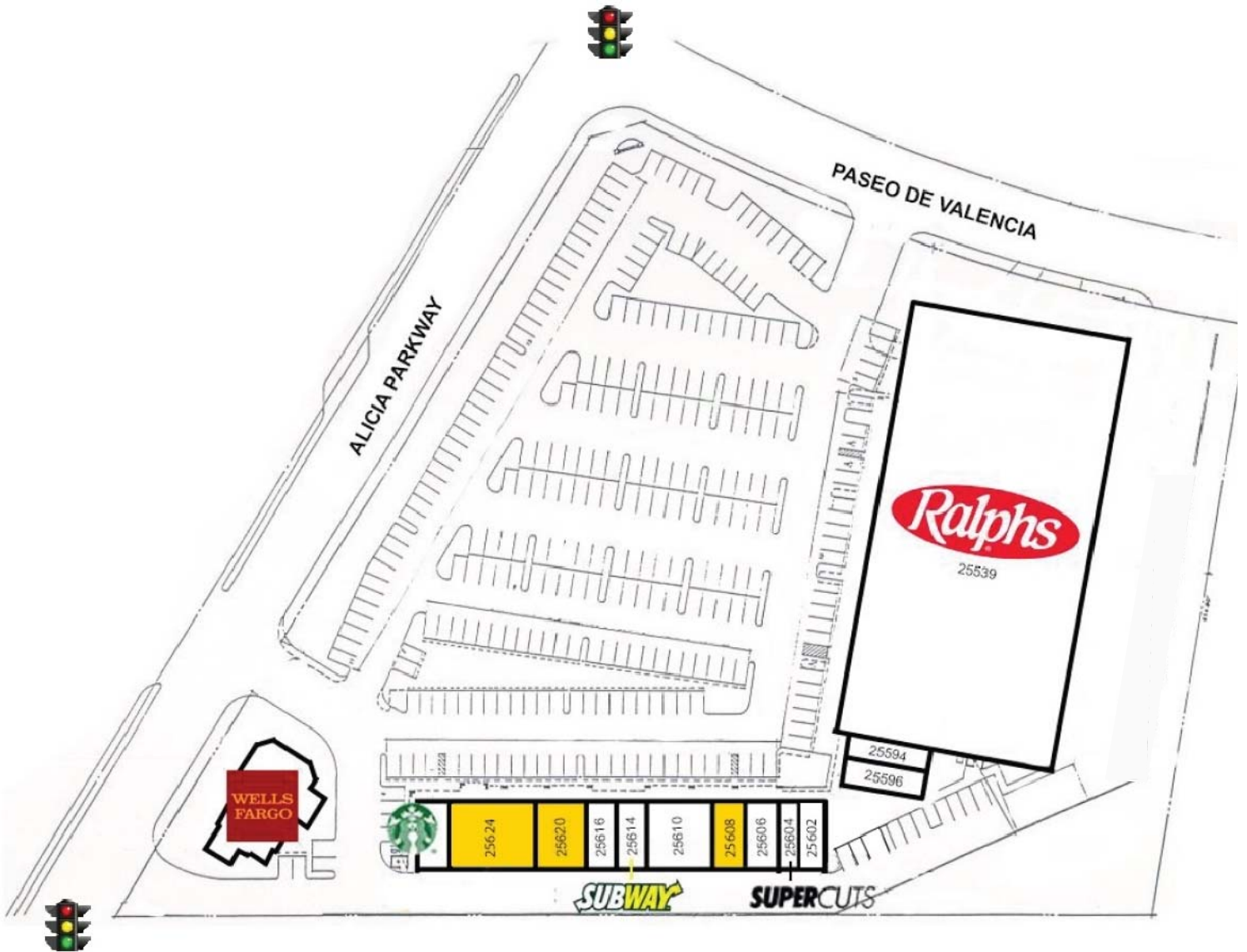


Monique Lacher, Aliso Equities Ltd.

Attachment 3

Shared Parking Study





April 2, 2019

Ms. Monique Lacher
Aliso Equities Ltd.
2801 W. Coast Hwy. #380
Newport Beach, CA 92663

Subject: Alicia Town Center Parking Study, City of Laguna Hills

Dear Ms. Lacher:

Introduction

RK ENGINEERING GROUP, INC. (RK) is pleased to provide this parking study for the Alicia Town Center Shopping Center. The existing site is located at 25594-25632 Alicia Parkway and 25539 Paseo de Valencia in the City of Laguna Hills, California. The location map is provided in Exhibit A.

Alicia Town Center currently consists of approximately 65,808 square feet of retail, restaurant, barber shop, bank, dental, grocery store, etc. The shopping center is anchored by a Ralph's super market occupying approximately 45,424 square feet or 69% of the gross floor area. The site currently has approximately 4,125 square feet or 6% of vacant tenant space.

The shopping center provides a total of 306 available parking spaces (including 8 handicap parking spaces) in a surface lot surrounding the buildings. Parking for the project is shared globally and non-exclusively by all tenants and visitors. The shopping center site plan is provided in Exhibit B. (The parking field has a total of 310 spaces, 4 of which are currently being used for cart storage, leaving a balance of 306 available parking spaces.)

A representative of the project (Ms. Monique Lacher) is proposing to add new tenants to the shopping center that may generate a higher parking demand when compared to the existing uses within the site. As a result, a parking code calculation and an observed parking study is required in order to demonstrate that adequate parking is provided for all existing and proposed tenants and land uses.

It should be noted that the parking calculations in this report represent proposed uses with the highest possible parking requirements that are appropriate for the shopping center. By analyzing proposed uses with the most intense parking requirements, it can be determined if the site provides adequate parking for a variety of tenant/land uses based on a 100% occupancy scenario. This will allow representatives of Alicia Town Center to have flexibility with potential tenants and land uses.

City of Laguna Hills Parking Code Existing Conditions: Table 1

Taking into account existing conditions and assuming occupancy of the 4,125 square feet of tenant vacancies, per the City of Laguna Hills Municipal Parking Code (9-44.A Off Street Spaces Required) and the parking requirements for City approved projects; Alicia Town Center requires a total of 346 parking spaces. The project provides a total of 306 parking spaces. As a result, the center has a parking deficiency of 40 parking spaces or 12% deficient per the Municipal Parking Code. Table 1 provides the City of Laguna Hills Municipal Parking Code (9-44.A Off Street Parking Spaces Required) for existing conditions. The City of Laguna Hills Municipal Parking Code is included in Appendix A.

Potential Tenants/Land Uses for Alicia Town Center

In order to accurately determine the future peak parking demands for Alicia Town Center, RK selected tenant/land uses that have the most intense parking requirements based on the City of Laguna Hills Municipal Parking Code. By calculating the required parking for uses that generate the greatest parking demands, the adequacy of parking can be determined based on a variety of potential tenants and land uses. Therefore, tenants/land uses who require lower parking ratios could easily be accommodated.

As new leases become available, representatives of the shopping center are proposing to convert approximately 7,787 square feet of building area to uses that may generate a higher parking rate. Under existing conditions, the shopping center has a total of 4,125 square feet of vacant tenant space. In addition, representatives are proposing to convert approximately 3,662 square feet of existing tenant uses to uses with a higher parking rate.

The parking requirements of potential tenants occupying the vacant square feet can be calculated by utilizing the Municipal Parking Code. A list of potential land uses with the City of Laguna Hills Municipal Parking Code is outlined in the table below on the following page.

Potential Land Use Alternatives

Square Feet	Use	City of Laguna Hills Parking Code	Required Parking
7,787	Gyms, Spas, & Health Club	1 space/100 SF-GFA	78
7,787	Medical Office	1 space/150 SF-GFA	52
7,787	Retail	1 space/200 SF-GFA	39

Based on potential land use alternative parking calculations, Gyms, Spas, & Health Clubs were selected for modeling purposes because it has the most intense parking requirement of 78 parking spaces, or 1 space/100 SF-GFA.

It should be noted however, that it is very unlikely that 7,787 square feet of Gyms, Spas, & Health Clubs use will be utilized in the shopping center. This space will most likely be occupied by a combination of the above listed tenants with lower parking requirements such as restaurant, retail, medical office, etc. The Gyms, Spas, & Health Clubs parking requirement calculation is strictly being utilized to determine the most intense and conservative parking scenario for the project.

City of Laguna Hills Parking Code Most Intense Land Use Scenario: Table 2

Taking into account a full occupancy scenario with 7,787 square feet of Gyms, Spas, & Health Clubs use, per the City of Laguna Hills Municipal Parking Code (9-44.A Off Street Spaces Required) and the parking requirements for City approved projects; Alicia Town Center requires a total of 388 parking spaces. The project provides a total of 306 parking spaces. As a result, the center has a parking deficiency of 82 parking spaces or 21% deficient per the Municipal Parking Code. Table 2 provides the City of Laguna Hills Municipal Parking Code (9-44.A Off Street Parking Spaces Required) for the most intense land use scenario.

Observed Parking Surveys Friday, November 2nd and Saturday, November 3rd, 2018

Due to the calculated parking code deficiency per the Municipal Code, RK has been requested to prepare an observed parking study in order to determine whether adequate parking is available to accommodate proposed tenants/uses within the Alicia Town Center. Prior to initiating the parking study, RK reviewed the parameters of the study with the City of Laguna Hills. This study follows standard engineering practice and guidelines for determining future parking demands for a neighborhood shopping center use.

It should be noted that the observed parking surveys were obtained during a typical Friday and Saturday from 6AM to 9PM at one hour intervals. The study days are consistent with shopping center peak parking demand data published in the ITE (Institute of Transportation Engineers) Parking Generation Manual 5th Edition. The data confirms that peak parking demands at shopping centers typically peak on a Friday and Saturday. Please see Appendix B for shopping center peak weekday and weekend parking rates published by ITE.

In addition, the parking survey timeframes of 6AM to 9PM were selected because they cover the peak time of day factors for a variety of potential tenants/uses within the site. For example, a health club or restaurant serving breakfast would generate a greater parking demand in the early morning hours when compared to a retail use or restaurant only serving lunch or dinner. As a result, the parking survey covers the peak parking demand time of day factors for a variety of potential land uses.

Observed Peak Parking Demand Survey

Per the direction of the City of Laguna Hills, RK obtained a detailed parking survey capturing the parking demand at Alicia Town Center on a typical Friday, November 2nd and Saturday, November 3rd from 6 AM to 9 PM at one hour intervals. As a result, a total of 30 hours of observed parking counts were collected at the shopping center. The parking surveys were conducted by an independent third party (Counts Unlimited, Inc.).

Representatives from Counts Unlimited Inc. utilized three (3) parking zones within the study area to determine the hourly parking demand for each zone. During the time of the parking survey, the number of parked vehicles was counted in each of the parking zones. Exhibit C indicates the parking zones utilized in the report. The raw data of the observed parking counts are included in Appendix C.

The parking survey hours straddle the proposed operating hours for many types of tenants and land uses. As a result, the parking survey covers the peak parking demand time of day factors for a variety of potential land uses.

Gyms, Spas, & Health Clubs are appropriate potential land uses that represent the most intense parking rate (1 space / 100 SF-GFA) for the shopping center. This rate was utilized to demonstrate the use with the greatest parking demand and by conservative measure illustrate that adequate parking is provided.

In order to be conservative, the full parking demand (78 spaces) was added to the observed counts during all hours of the day. In addition, at the time of the observed parking study, a total of 4,125 square feet was vacant. The observed parking counts were not discounted due to the conversion of 3,662 square feet of uses which were occupied at the time of the survey. As a result, other potential uses with lower parking rates such as retail, medical office, restaurant, etc. can also be accommodated within the shopping center.

Observed Parking Survey Results: Tables 3 & 4

A total of 78 parking spaces were added to the parking counts to account for the most intense land use scenario of 7,787 square feet of Gyms, Spas, & Health Clubs use. The parking projection for the project is conservative because it does not take into account typical hourly parking demand variations for Gyms, Spas, & Health Clubs use. The full parking requirement of 78 parking spaces was applied to all of the surveyed hours. As a result, other land uses that generate lower parking requirements can also be accommodated.

Friday, November 2, 2018 Observed Parking Results Full Occupancy Scenario: Table 3

- As identified in Table 3, assuming full occupancy with 7,787 square feet of the most intense use at Alicia Town Center, the projected peak parking demand for the site occurs from 5:00 PM to 6:00 PM on Friday with a total of 217 parking spaces occupied out of 306 parking spaces provided.
- Hence, based on the observed parking demand survey, 71% of the parking spaces would be occupied during the peak parking demand times with a total of 89 surplus unoccupied parking spaces within the shopping center.

Saturday, November 3, 2018 Observed Parking Results with Full Occupancy Scenario: Table 4

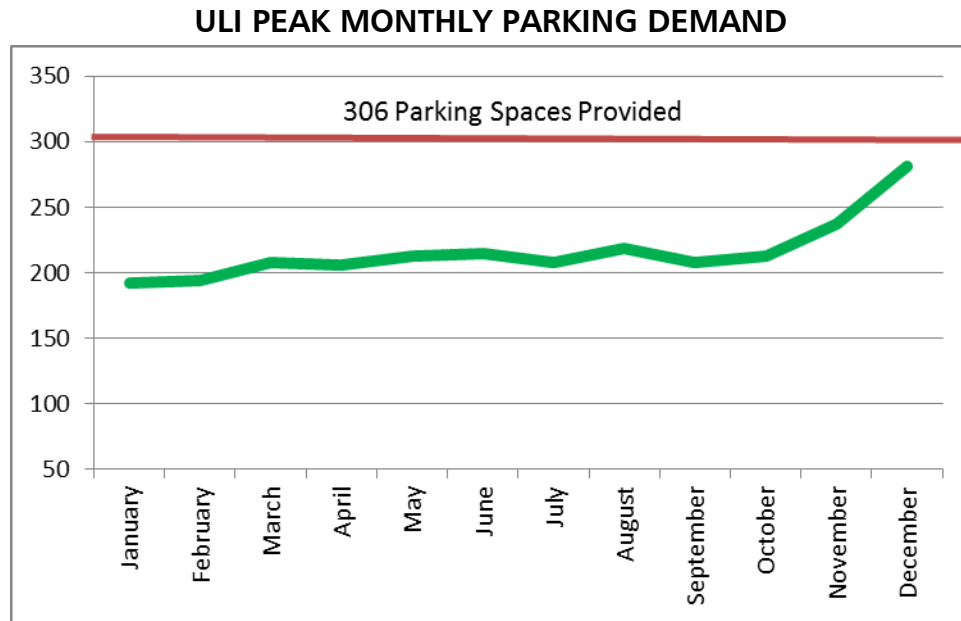
- As identified in Table 4, assuming full occupancy with 7,787 square feet of the most intense use at Alicia Town Center, the projected peak parking demand for the site occurs from 11:00 AM to 12:00 PM on Saturday with a total of 237 parking spaces occupied out of 306 parking spaces provided.
- Hence, based on the observed parking demand survey, 77% of the parking spaces would be occupied during peak parking demand times with a total of 69 surplus unoccupied parking spaces within the shopping center.

Based on the results of 30 hours of observed parking counts at Alicia Town Center and assuming full occupancy with the most intense use, the projected overall peak parking demand occurs from 11:00 AM to 12:00 PM on Saturday when a total of 77% of the parking lot was occupied.

It should be noted however, that it is very unlikely that 7,787 square feet of Gyms, Spas, & Health Clubs use will be utilized in the shopping center. This space will most likely be occupied by a combination of other tenants with lower parking requirements such as restaurant, retail, medical office, etc. The Gyms, Spas, & Health Clubs parking requirement calculation is strictly being utilized to determine the most intense and conservative parking scenario for the project.

The parking projections found in this study are conservative due to the fact that the land use with the most intense parking requirement Gyms, Spas, & Health Clubs was utilized for the study. Also, the full parking rate was added to the observed parking counts for all times of the day.

ULI published peak monthly parking variations for shopping centers was also applied to forecast the peak parking demand during all twelve months of the year. As indicated in the graph below, assuming full tenant occupancy, the peak parking demand of the shopping center never exceeds the parking supply.



Conclusion

Alicia Town Center currently consists of a total of 65,808 square feet of retail, restaurant, barber shop, bank, dental, grocery store, etc. The project provides a total of 306 available parking spaces that are shared globally by tenants and visitors in a surface parking lot.

RK reviewed the parameters of the study with the City of Laguna Hills. This study follows standard engineering practice and guidelines for determining future parking demands for a neighborhood shopping center use.

This parking study is conservative due to the following factors:

1. At the time of the parking survey, a total of 4,125 square feet of tenant space was vacant. The City Parking Code was utilized to calculate a 100% occupancy scenario with a potential land use that has the most intense parking requirement.
2. The observed parking counts added a parking demand based on a total of 7,787 square feet of tenant/land use with the highest parking rate appropriate for the shopping center. The parking demand was not discounted due to the conversion of 3,662 square feet of uses which were already occupied by tenants at the time of the survey.
3. The full parking demand (78 spaces) was added to the observed counts during all hours of the day.
4. Based on published ULI data, the parking demand never exceeds the parking supply during all times of the year.
5. As indicated Retail parking code (1 space / 200 SF-GFA) for the shopping center was utilized in Table 3A and 4A to demonstrate full tenant occupancy based on the existing 4,125 square feet of vacant tenant use. As a result, a total of 21 spaces was added to the observed counts during all hours of the day.

Table 4: Observed Parking Survey Results with Full Occupancy Scenario

- **Based on a conservative calculation and assuming full occupancy with the most intense parking demand, the observed parking study indicates that the projected peak parking demand would occur on a Saturday from**

11:00 AM to 12:00 PM when a total of 77% of the parking lot is occupied. As a result, a total surplus of 69 parking spaces is available to visitors and employees during peak parking demand time frames. (Refer Table 3 and 4)

Table 4A: Observed Parking Survey Results Baseline (Full Tenant Occupancy w/ Retail)

- **Based on a conservative calculation and assuming full occupancy with the retail parking demand, the observed parking study indicates that the projected peak parking demand would occur on a Saturday from 11:00 AM to 12:00 PM when a total of 65% of the parking lot is occupied. As a result, a total surplus of 108 parking spaces is available to visitors and employees during peak parking demand time frames. (Refer Table 3A and 4A)**

In conclusion, the Alicia Town Center has an adequate number of parking spaces to accommodate potential tenants during all times of the year. Re-leasing up to 7,787 square feet of existing uses to retail, medical-office, restaurant, gym, spa, and health club uses could be accommodated and still provide a sufficient amount of parking on site.

If you have any questions regarding this review or need further clarification, please contact us at (949) 474-0809.

Sincerely,
RK ENGINEERING GROUP, INC.



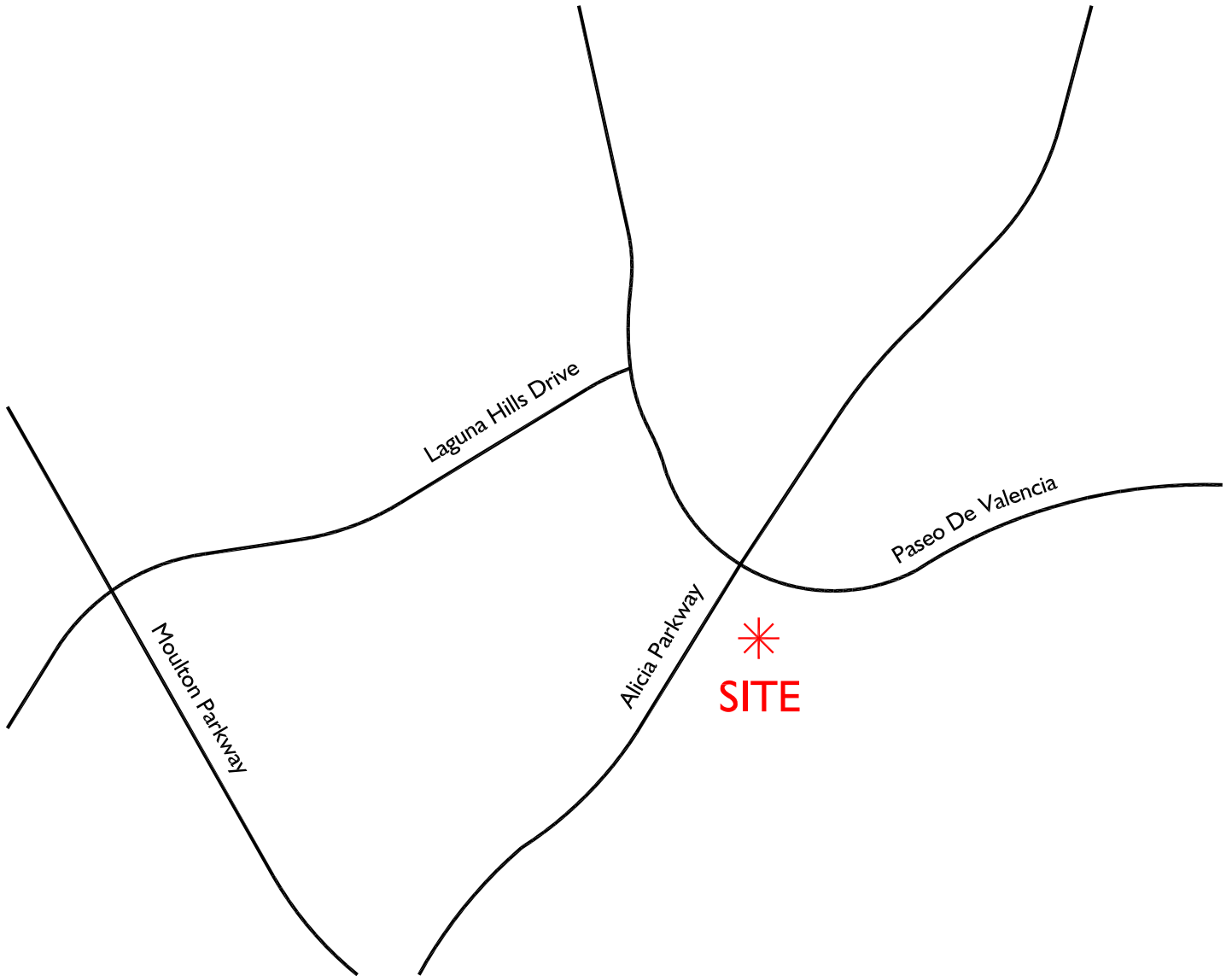
Rogier Goedecke
President

Attachments
RG:sl/rk14067.1doc
JN:2776-2018-01

Exhibits

Attachment: Attachment 3-Shared Parking Study (1846 : Conditional Use Permit/Parking Use Permit 11-18-4383 (Alicia Town Center))

Location Map

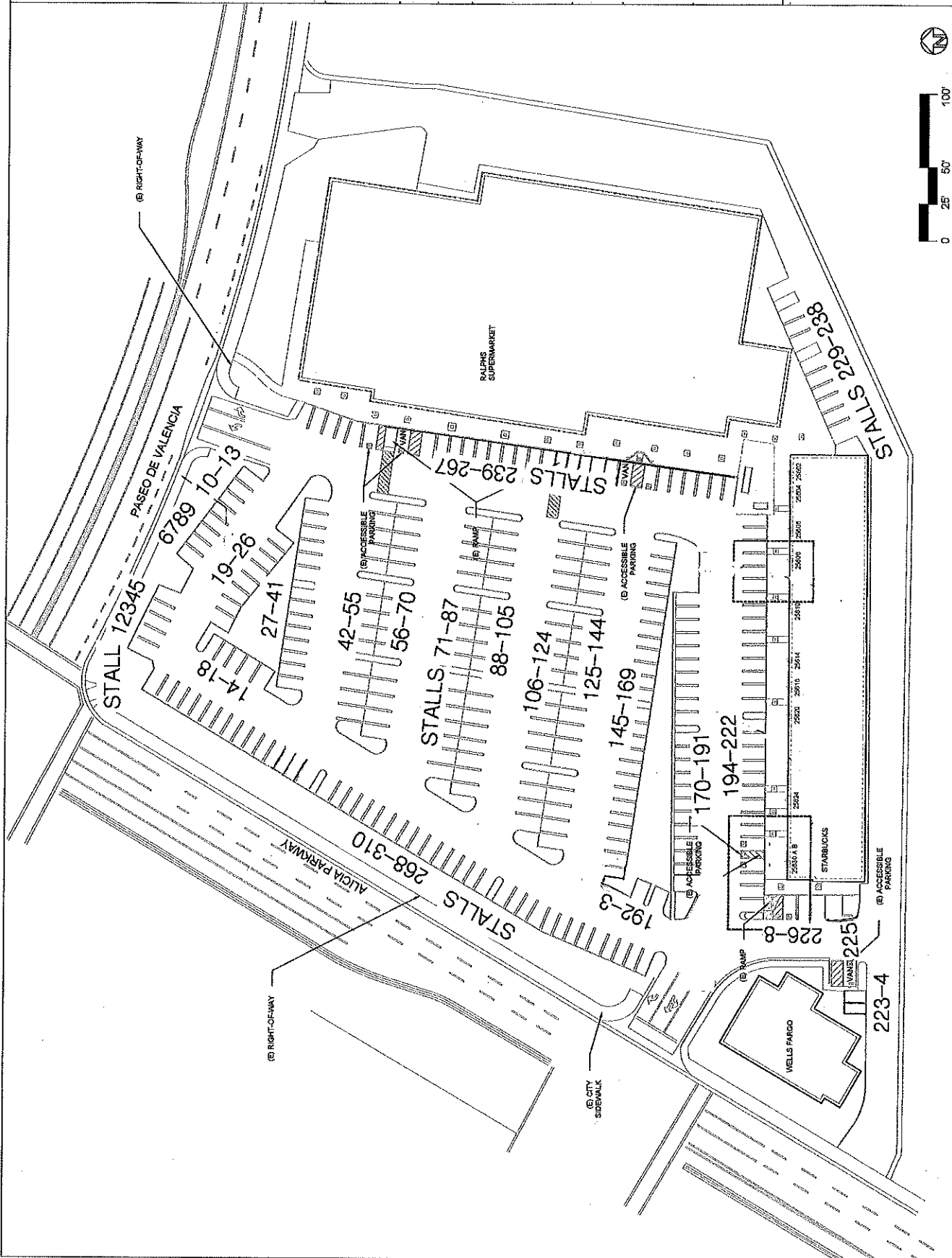


ALICIA TOWN CENTER

OBSERVED PARKING ANALYSIS

LAGUNA HILLS, CALIFORNIA

AS NOTED		A1
DATE	10/17/2018	
BY		
REVISION/ISSUE		



Parking Zones



Attachment: Attachment 3-Shared Parking Study (1846 : Conditional Use Permit/Parking Use Permit 11-18-4383 (Alicia Town Center))

Tables

Table 1
Alicia Town Center Required Parking Code (Existing Conditions)
25602 Alicia Parkway, Laguna Hills

Suite	Tenant	S.F. ²	Use	Percent of Gross Floor Area	Parking Code ¹	Number of Spaces Required	City Approval
25632	Wells Fargo Bank	3,980	BANK	6%	1 space / 250 SF-GFA	12	COUO 4-16-13011
25630	Starbucks	1,250	COFFEE	2%	1 space / 250 SF-GFA	5	
25624	VACANT (One West Bank)	3,000	BANK	5%	1 space / 200 SF-GFA	15	
25620	Mardi's Jewelry	1,862	RETAIL	3%	1 space / 200 SF-GFA	9	
25616	Mission Donuts	1,000	RESTAURANT	2%	1 space / 200 SF-GFA	4	COUO 6-16738
25614	Subway	1,000	RESTAURANT	2%	1 space / 200 SF-GFA	5	COUO 12468
25610	The Pizza Store & More	2,250	RESTAURANT	3%	1 space / 250 SF-GFA	23	COUO 11080
25608	VACANT	1,125	RETAIL	2%	1 space / 200 SF-GFA	6	
25606	I Heart Sweet Bar	1,125	RESTAURANT	2%	1 space / 250 SF-GFA	4	COM 10-17-15660
25604	Supercuts	812	BARBER SHOP	1%	2 Spaces per Chair	14	
25602	Alicia Cleaners	800	DRY CLEANER	1%	1 space / 400 SF-GFA	2	
25596	Laguna Spa Dentistry	1,600	DENTAL OFFICE	2%	1 space / 150 SF-GFA	8	COUO 2044-1284
25594	Lovely Nails	580	NAIL SALON	1%	3/STATION (4 STATIONS)	12	COUO 2005-0804
25539	Ralph's	45,424	RETAIL	69%	1 space / 200 SF-GFA	227	
Total Vacancy		4,125		6%		21	
Total Shopping Center		65,808		100%		346	
Parking Spaces Provided On-Site						306	
Number of Deficient Parking Spaces Per Municipal Code						-40	
Percent Deficient Per Code						-12%	

¹ Parking rates obtained from City of Laguna Hills Municipal Parking Code Section 9-44.A - Off Street Parking Spaces

² S.F.GFA Square Feet Gross Floor Area

Table 2
Alicia Town Center Required Parking Code (Most Intense Use Scenario)
25602 Alicia Parkway, Laguna Hills

Suite	Tenant	S.F. ²	Use	Percent of Gross Floor Area	Parking Code ¹	Number of Spaces Required
25632	Wells Fargo Bank	3,980	BANK	6%	1 space / 250 SF-GFA	12
25630	Starbucks	1,250	COFFEE	2%	1 space / 250 SF-GFA	5
25624	VACANT (Gyms, Spas, & Health Club)	3,000	(Gyms, Spas, & Health Club)	5%	1 space / 100 SF-GFA	30
25620	CONVERSION (Gyms, Spas, & Health Club)	1,862	(Gyms, Spas, & Health Club)	3%	1 space/100 SF-GFA	19
25616	CONVERSION (Gyms, Spas, & Health Club)	1,000	(Gyms, Spas, & Health Club)	2%	1 space/100 SF-GFA	10
25614	Subway	1,000	RESTAURANT	2%	1 space / 200 SF-GFA	5
25610	The Pizza Store & More	2,250	RESTAURANT	3%	1 space / 250 SF-GFA	23
25608	VACANT (Gyms, Spas, & Health Club)	1,125	(Gyms, Spas, & Health Club)	2%	1 space/100 SF-GFA	11
25606	I Heart Sweet Bar	1,125	RESTAURANT	2%	1 space / 250 SF-GFA	4
25604	Supercuts	812	BARBER SHOP	1%	2 Spaces per Chair	14
25602	CONVERSION (Gyms, Spas, & Health Club)	800	(Gyms, Spas, & Health Club)	1%	1 space/100 SF-GFA	8
25596	Laguna Spa Dentistry	1,600	DENTAL OFFICE	2%	1 space /150 SF-GFA	8
25594	Lovely Nails	580	NAIL SALON	1%	3/STATION (4 STATIONS)	12
25539	Ralph's	45,424	RETAIL	69%	1 space / 200 SF-GFA	227
Total Proposed (Gyms, Spas, & Health Club) (Most Intense Use)		7,787	(Gyms, Spas, & Health Club)	12%	1 space / 100 SF-GFA	78
Total Shopping Center		65,808		100%		388
Parking Spaces Provided On-Site						306
Number of Deficient Parking Spaces Per Municipal Code						-82
Percent Deficient Per Code						-21%

¹ Parking rates obtained from City of Laguna Hills Municipal Parking Code Section 9-44.A - Off Street Parking Spaces

² S.F.GFA Square Feet Gross Floor Area

³ Gyms, Spas, & Health Clubs are appropriate potential land uses that represent the most intense parking rate (1 space / 100 SF-GFA) for the shopping center. This rate was utilized to demonstrate the use with the greatest parking demand and by conservative measure illustrate that adequate parking is provided based on the observed parking analysis found in Tables 3 & 4. As a result, other potential uses with lower parking rates such as retail, medical office, restaurant, etc. can also be accommodated within the shopping center.

Table 3
Alicia Town Center 25602 Alicia Parkway, Laguna Hills
Observed Parking Survey Results With Full Occupancy Scenario
Friday November 2, 2018

306 Parking Spaces	Observed Parking Demand ¹	Add Most Intense Use (Gyms, Spas, & Health Clubs) 1/100 (7,787 s.f.) ²	Total Parking Demand with Proposed Use	Percent of Occupied Parking Spaces	Parking Spaces Available
6:00 AM	39	78	117	38%	189
7:00 AM	58	78	136	44%	170
8:00 AM	70	78	148	48%	158
9:00 AM	84	78	162	53%	144
10:00 AM	109	78	187	61%	119
11:00 AM	99	78	177	58%	129
12:00 PM	104	78	182	59%	124
1:00 PM	138	78	216	71%	90
2:00 PM	120	78	198	65%	108
3:00 PM	123	78	201	66%	105
4:00 PM	135	78	213	70%	93
5:00 PM	139	78	217	71%	89
6:00 PM	120	78	198	65%	108
7:00 PM	105	78	183	60%	123
8:00 PM	91	78	169	55%	137
9:00 PM	84	78	162	53%	144

¹ Observed parking surveys were obtained during a typical Friday and Saturday from 6AM to 9PM at one hour intervals. The study days are consistent with shopping center peak parking demand data published in the ITE (Institute of Transportation Engineers) Parking Generation Manual 5th Edition.

² Gyms, Spas, & Health Clubs are appropriate potential land uses that represent the most intense parking rate (1 space / 100 SF-GFA) for the shopping center. This rate was utilized to demonstrate the use with the greatest parking demand and by conservative measure illustrate that adequate parking is provided. In order to be conservative, the full parking demand (78 spaces) was added to the observed counts during all hours of the day. In addition, at the time of the observed parking study, a total of 4,125 square feet was vacant. The observed parking counts were not discounted due to the conversion of 3,662 square feet of uses which were occupied at the time of the survey. As a result, other potential uses with lower parking rates such as retail, medical office, restaurant, etc. can also be accommodated within the shopping center.

Table 3A
Alicia Town Center 25602 Alicia Parkway, Laguna Hills
Observed Parking Survey Results Baseline (Full Tenant Occupancy w/ Retail)
Friday November 2, 2018

306 Parking Spaces	Observed Parking Demand ¹	Add Vacant Retail Use 1/200 (4,125 s.f.) ²	Sub-Total Parking Demand with Proposed Use	Add 10% Parking Demand ³	Total Parking Demand	Percent of Occupied Parking Spaces	Parking Spaces Available
6:00 AM	39	21	60	6	66	22%	240
7:00 AM	58	21	79	8	87	28%	219
8:00 AM	70	21	91	9	100	33%	206
9:00 AM	84	21	105	11	116	38%	191
10:00 AM	109	21	130	13	143	47%	163
11:00 AM	99	21	120	12	132	43%	174
12:00 PM	104	21	125	13	138	45%	169
1:00 PM	138	21	159	16	175	57%	131
2:00 PM	120	21	141	14	155	51%	151
3:00 PM	123	21	144	14	158	52%	148
4:00 PM	135	21	156	16	172	56%	134
5:00 PM	139	21	160	16	176	58%	130
6:00 PM	120	21	141	14	155	51%	151
7:00 PM	105	21	126	13	139	45%	167
8:00 PM	91	21	112	11	123	40%	183
9:00 PM	84	21	105	11	116	38%	191

¹ Observed parking surveys were obtained during a typical Friday and Saturday from 6AM to 9PM at one hour intervals. The study days are consistent with shopping center peak parking demand data published in the ITE (Institute of Transportation Engineers) Parking Generation Manual 5th Edition.

² Retail parking code (1 space / 200 SF-GFA) for the shopping center was utilized to demonstrate full tenant occupancy based on the existing 4,125 square feet of vacant tenant use. As a result, a total of 21 spaces was added to the observed counts during all hours of the day.

³ In order to account for potential fluctuations of parking demand, 10% was added to the parking counts.

Table 4
Alicia Town Center 25602 Alicia Parkway, Laguna Hills
Observed Parking Survey Results With Full Occupancy Scenario
Saturday November 3, 2018

306 Parking Spaces	Observed Parking Demand ¹	Add Most Intense Use (Gyms, Spas, & Health Clubs) 1/100 (7,787 s.f.) ²	Total Parking Demand with Proposed Use	Percent of Occupied Parking Spaces	Parking Spaces Available
6:00 AM	34	78	112	37%	194
7:00 AM	49	78	127	42%	179
8:00 AM	71	78	149	49%	157
9:00 AM	96	78	174	57%	132
10:00 AM	128	78	206	67%	100
11:00 AM	159	78	237	77%	69
12:00 PM	125	78	203	66%	103
1:00 PM	108	78	186	61%	120
2:00 PM	133	78	211	69%	95
3:00 PM	117	78	195	64%	111
4:00 PM	130	78	208	68%	98
5:00 PM	141	78	219	72%	87
6:00 PM	101	78	179	58%	127
7:00 PM	71	78	149	49%	157
8:00 PM	72	78	150	49%	156
9:00 PM	59	78	137	45%	169

¹ Observed parking surveys were obtained during a typical Friday and Saturday from 6AM to 9PM at one hour intervals. The study days are consistent with shopping center peak parking demand data published in the ITE (Institute of Transportation Engineers) Parking Generation Manual 5th Edition.

² Gyms, Spas, & Health Clubs are appropriate potential land uses that represent the most intense parking rate (1 space / 100 SF-GFA) for the shopping center. This rate was utilized to demonstrate the use with the greatest parking demand and by conservative measure illustrate that adequate parking is provided. In order to be conservative, the full parking demand (78 spaces) was added to the observed counts during all hours of the day. In addition, at the time of the observed parking study, a total of 4,125 square feet was vacant. The observed parking counts were not discounted due to the conversion of 3,662 square feet of uses which were occupied at the time of the survey. As a result, other potential uses with lower parking rates such as retail, medical office, restaurant, etc. can also be accommodated within the shopping center.

Table 4A
Alicia Town Center 25602 Alicia Parkway, Laguna Hills
Observed Parking Survey Results Baseline (Full Tenant Occupancy w/ Retail)
Saturday November 3, 2018

306 Parking Spaces	Observed Parking Demand ¹	Add Vacant Retail Use 1/200 (4,125 s.f.) ²	Sub-Total Parking Demand with Proposed Use	Add 10% of Parking Demand ³	Total Parking Demand	Percent of Occupied Parking Spaces	Parking Spaces Available
6:00 AM	34	21	55	6	61	20%	246
7:00 AM	49	21	70	7	77	25%	229
8:00 AM	71	21	92	9	101	33%	205
9:00 AM	96	21	117	12	129	42%	177
10:00 AM	128	21	149	15	164	54%	142
11:00 AM	159	21	180	18	198	65%	108
12:00 PM	125	21	146	15	161	52%	145
1:00 PM	108	21	129	13	142	46%	164
2:00 PM	133	21	154	15	169	55%	137
3:00 PM	117	21	138	14	152	50%	154
4:00 PM	130	21	151	15	166	54%	140
5:00 PM	141	21	162	16	178	58%	128
6:00 PM	101	21	122	12	134	44%	172
7:00 PM	71	21	92	9	101	33%	205
8:00 PM	72	21	93	9	102	33%	204
9:00 PM	59	21	80	8	88	29%	218

¹ Observed parking surveys were obtained during a typical Friday and Saturday from 6AM to 9PM at one hour intervals. The study days are consistent with shopping center peak parking demand data published in the ITE (Institute of Transportation Engineers) Parking Generation Manual 5th Edition.

² Retail parking code (1 space / 200 SF-GFA) for the shopping center was utilized to demonstrate full tenant occupancy based on the existing 4,125 square feet of vacant tenant use. As a result, a total of 21 spaces was added to the observed counts during all hours of the day.

³ In order to account for potential fluctuations of parking demand, 10% was added to the parking counts.

Appendices

Attachment: Attachment 3-Shared Parking Study (1846 : Conditional Use Permit/Parking Use Permit 11-18-4383 (Alicia Town Center))

Appendix A

City of Laguna Hills Parking Code

Ramps with a grade of ten percent or less shall have a transition zone at least eight feet in length. Ramps with a grade of greater than ten percent shall have transition zones at least twelve (12) feet in length. The grade of a transition zone shall not exceed one-half the grade of the ramp it serves.

F. Elevators. Parking structures of two stories or more shall incorporate at least one passenger elevator meeting handicap standards. Additional elevators are required for a multi-level structure accommodating two hundred fifty (250) or more parking stalls subject to approval by the Community Development Director.

G. Mirrors for Sight Distance. Blind corners shall be provided with viewing mirrors maintained in a position and condition to provide adequate sight distance. (Ord. 98-8 § 2 (part); prior code § 9-26.110)

Table 9-44.A
NUMBER OF PARKING STALLS REQUIRED

Use	Required Number of Stalls			
Residential Uses				
Duplex	2 car garage (for each unit)			
Fraternity, sorority or rooming house	1 stall per bedroom, plus 2 covered			
Accessory dwelling unit/second unit housing	1 covered per bedroom			
Mobile home park	1 covered and assigned stall, plus 2 visitor stall per mobile home			
Multi-family units (including timeshares):	Stalls per unit:			
	Covered	Uncovered ⁽¹⁾	Visitor	
1 bedroom or less	1.0	0.5	0.2	
2 bedrooms	1.0	1.0	0.2	
3 bedrooms	2.0	0.5	0.2	
more than 3 bedrooms	2.0	0.5 ⁽²⁾	0.2	
	⁽¹⁾ Covered stalls shall be assigned; uncovered stalls shall not be assigned.			
	⁽²⁾ Plus 0.5 uncovered stall per additional bedroom in excess of 3.			
Senior citizen housing complex	1 covered and assigned stall, plus 2 guest stall per dwelling unit, plus 1 stall for the resident manager			
Senior congregate care facilities	1 stall per unit plus 1 for each two (2) employees			
Single-family, attached	2 assigned and covered parking stalls within a garage or parking structure, plus .3 stalls unassigned per dwelling unit			

Table 9-44.A (continued)

Use	Required Number of Stalls
Single-family, detached: up to 4 bedrooms over 4 bedrooms	2 in garage 2 in garage + 1 covered stall for every 2 bedrooms over 4 bedrooms
Community Uses	
Church, chapel, religious facility, cemetery, mortuary, public assembly	1 stall/3 fixed seats (or 54" of bench seating), or 1 stall/35 SF-GFA within main auditorium where no seats are provided
College or university	1 stall/employee, plus 1 stall/3 students based on maximum student capacity
Convalescent hospital, rest home, or sanitarium	1 stall/3 beds, plus if employee residence facilities are provided on-site, additional parking in accordance with applicable residential requirements contained within the development code
Day care, nursery school	1 stall/2 employees, plus 1 stall/5 children, based on facility capacity
Elementary and junior high school	1.5 stalls/classroom, plus 1 stall/5 fixed seats in auditorium, gymnasium, or similar public assembly facility (35 SF=5 fixed seats)
High school	1.5 stalls/classroom, plus 1 stall/3 students based on maximum student capacity
Hospitals and medical center (providing acute care, clinical, surgical, teaching, research, and office services)	2 stalls/patient bed or 1 stall/300 SF-GFA, whichever is greater
Libraries	1 stall/200 SF-GFA
Museums, art galleries	1 stall/250 SF-GFA
Public utility facilities	1 stall/2 employees in the largest shift, plus 1 stall for each vehicle used in connection with the use
Theaters: Movie—multiple screen Movie—single screen Live performance	1 stall/4 seats, plus 10 stalls for employees 1 stall/4 seats, plus 6 stalls for employees 1 stall/4 fixed seats; without fixed seats, one space per 21 square feet of GFA
Trade school, business school, or adult education	1 stall/1.5 people based on maximum number of students and staff, or 1 stall/35 SF of GFA
Union halls, lodges, and clubs	1 stall/50 SF-GFA

Table 9-44.A (Continued)
NUMBER OF PARKING STALLS REQUIRED

Use	Required Number of Stalls
Industrial Uses	
General manufacturing and processing uses (not including buildings used exclusively for warehouse purposes)	1 stall/400 SF of industrial/manufacturing area, plus 1 stall/250 SF of office use, plus 1 stall/1,000 SF of warehouse area
Mini-storage warehouse	1 stall/2,000 SF-GFA
Recreational vehicle and boat storage	5 stalls (minimum) or, 1 stall/10,000 SF of storage area, whichever is greater
Recycling center	1 stall/250 SF-GFA of office area, plus 1 stall/1,000 SF of warehouse area, plus 1 stall/10,000 SF of yard area.
Research and development	1 stall/250 SF-GFA
Towing facilities – indoor vehicle impound and indoor towing service business – (indoor only)	5 stalls (minimum) or 1 stall/10,000 SF of storage area, whichever is greater
Warehouses (used exclusively for storage)	1 stall/1,500 SF of warehouse area, plus 1 stall/250 SF of office use
Office Uses	
Business and professional office (except medical)	1 stall/300 SF-GFA
Financial services (banks, savings and loans, credit unions)	1 stall/250 SF-GFA
Medical and dental office	1 stall/150 SF-GFA
Veterinary office	1 stall/200 SF-GFA
Commercial Uses—Retail and Service	
Art galleries	1 stall/500 SF-GFA
Automobile/truck/RV sales	1 stall/400 SF indoor GFA plus 1 stall/4,000 SF outdoor retail area
Automotive service and repair	2 stalls, plus 3 stalls/service bay (service bays do not count as stalls) or 1 stall/500 SF gross floor area when no bays are defined
Bed and breakfast	2 covered and assigned stalls, plus 1 stall/guest room
Car wash	6 stalls per tunnel (plus additional stacking and drying areas as necessary to match capacity)
Furniture stores and home furnishing showrooms (only where items are ordered primarily for home delivery or installation, such as carpet/flooring, window coverings and windows)	1 stall/500 SF-GFA
Gas station	2 stalls, plus additional parking as required for convenience store or auto service/repair uses. The gas station convenience store parking requirement shall be 1 stall/800 SF-GFA. Parking spaces abutting air and water service shall not be included in the total number of parking spaces.

Table 9-44.A (Continued)
NUMBER OF PARKING STALLS REQUIRED

Use	Required Number of Stalls
General retail	1 stall/200 SF-GFA ¹ If restaurant space occupies more than 10% of total GFA, or if an individual restaurant contains more than 1,000 SF, then additional parking stalls shall be provided for excess restaurant space beyond the 10% or 1,000 SF. The additional parking shall be calculated at the restaurant rate
Laundromat	1 stall/200 SF-GFA
Outdoor sales, including lumber yards and salvage yards	1 stall/1,000 SF gross outdoor retail area, plus additional parking as required for indoor sales area, service facilities, and other uses
Plant nurseries	1 stall/1,000 SF indoor GFA, plus 1 stall/2,000 SF gross outdoor retail areas
Resorts, hotels, and motels	1 stall/guest room plus additional parking as required for other accessory uses
Restaurants: Dine-in (< 4,000 SF-GFA): 4,000 SF-GFA +: Fast food: Take-out: Outdoor dining areas in excess of 16 seats:	1 stall/100 SF-GFA 40 stalls, plus 1 stall/50 SF-GFA above 4,000 SF-GFA 10 stalls, or 1 stall/50 SF-GFA, whichever is greater 1 stall/250 SF-GFA 1 stall for 150 SF of entire outdoor dining area (Note: Outdoor seating areas with 16 or less seats need not provide additional parking)
Self-service car wash	2.5 stalls/wash bay (wash bays do not count as stalls)
Commercial Uses—Personal Services	
Animal boarding/grooming	1 stall/400 SF-GFA
Barber shop	2 stalls/barber chair
Beauty/nail salon	3 stalls/beautician chair
Dry cleaner	1 stall/400 SF-GFA
Massage establishment	3 stalls/massage station
Shoe repair	1 stall/400 SF-GFA
Tailor	1 stall/400 SF-GFA
Commercial Recreation Uses	
Arcades, pool halls, and bingo halls	1 stall/150 SF-GFA
Bowling alley	4 stalls/lane, plus other uses calculated separately
Commercial stables	1 stall/5 horses
Dance halls	1 stall/7 SF dance floor
Driving range	1 stall/tee, plus other uses calculated separately
Golf courses—(regulation and pitch and putt)	9 stalls/hole, plus other uses calculated separately
Gyms, spas and health clubs	1 stall/100 SF-GFA
Handball and racquetball courts	3 stalls/court, plus other uses calculated separately
Miniature golf	1.5 stalls/hole, plus other uses calculated separately

Appendix B

ITE (Institute of Transportation Engineers)
Parking Generation Manual 5th Edition (January 2019)
Shopping Center Peak Parking Demand Rates

Shopping Center - Non-December (820)

Peak Period Parking Demand vs: 1000 Sq. Ft. GLA

On a: Weekday (Monday - Thursday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 12:00 - 6:00 p.m.

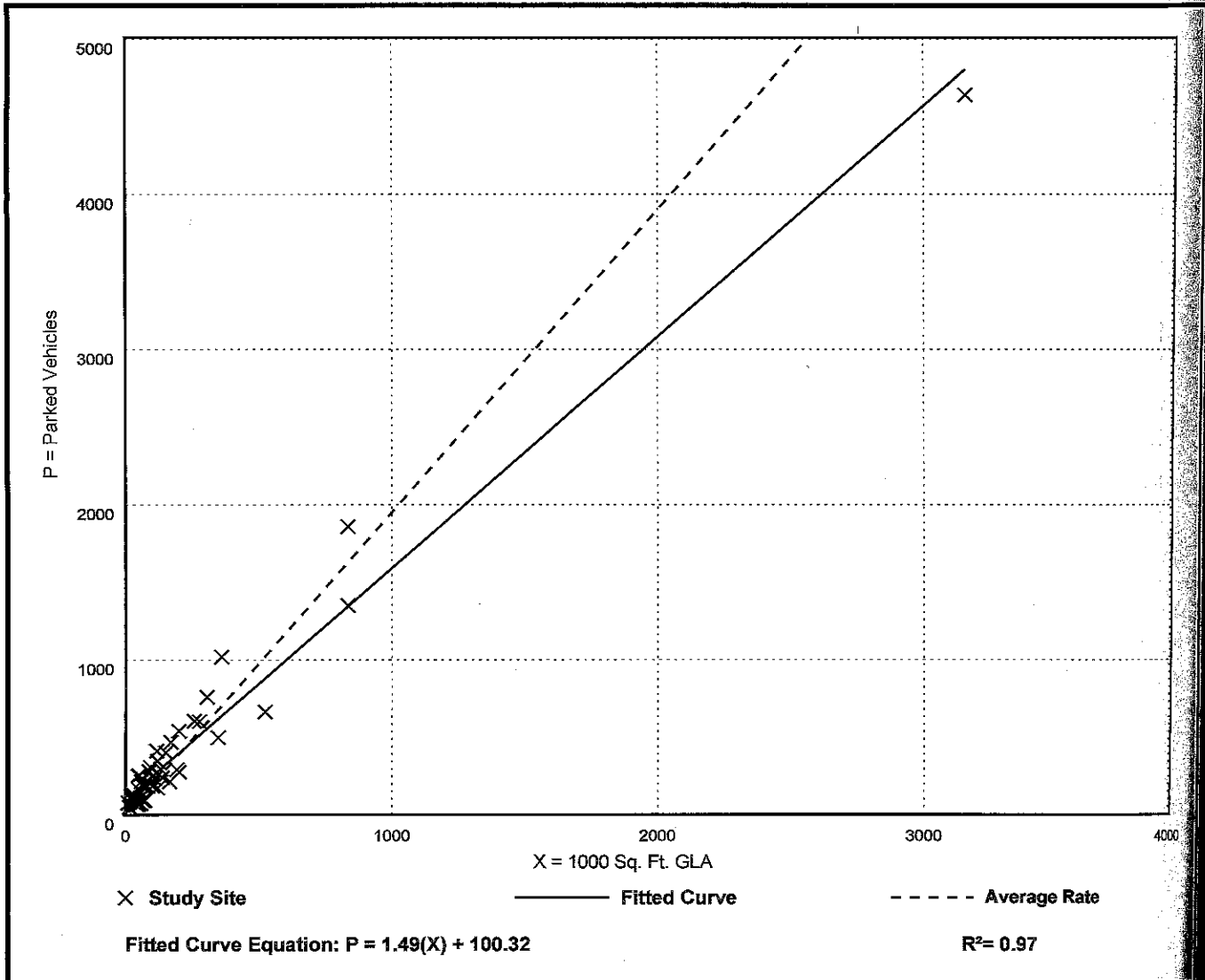
Number of Studies: 46

Avg. 1000 Sq. Ft. GLA: 218

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.95	1.27 - 7.98	1.99 / 3.68	1.73 - 2.17	0.75 (38%)

Data Plot and Equation



Shopping Center - Non-December (820)

Peak Period Parking Demand vs: 1000 Sq. Ft. GLA

On a: Friday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 12:00 - 6:00 p.m.

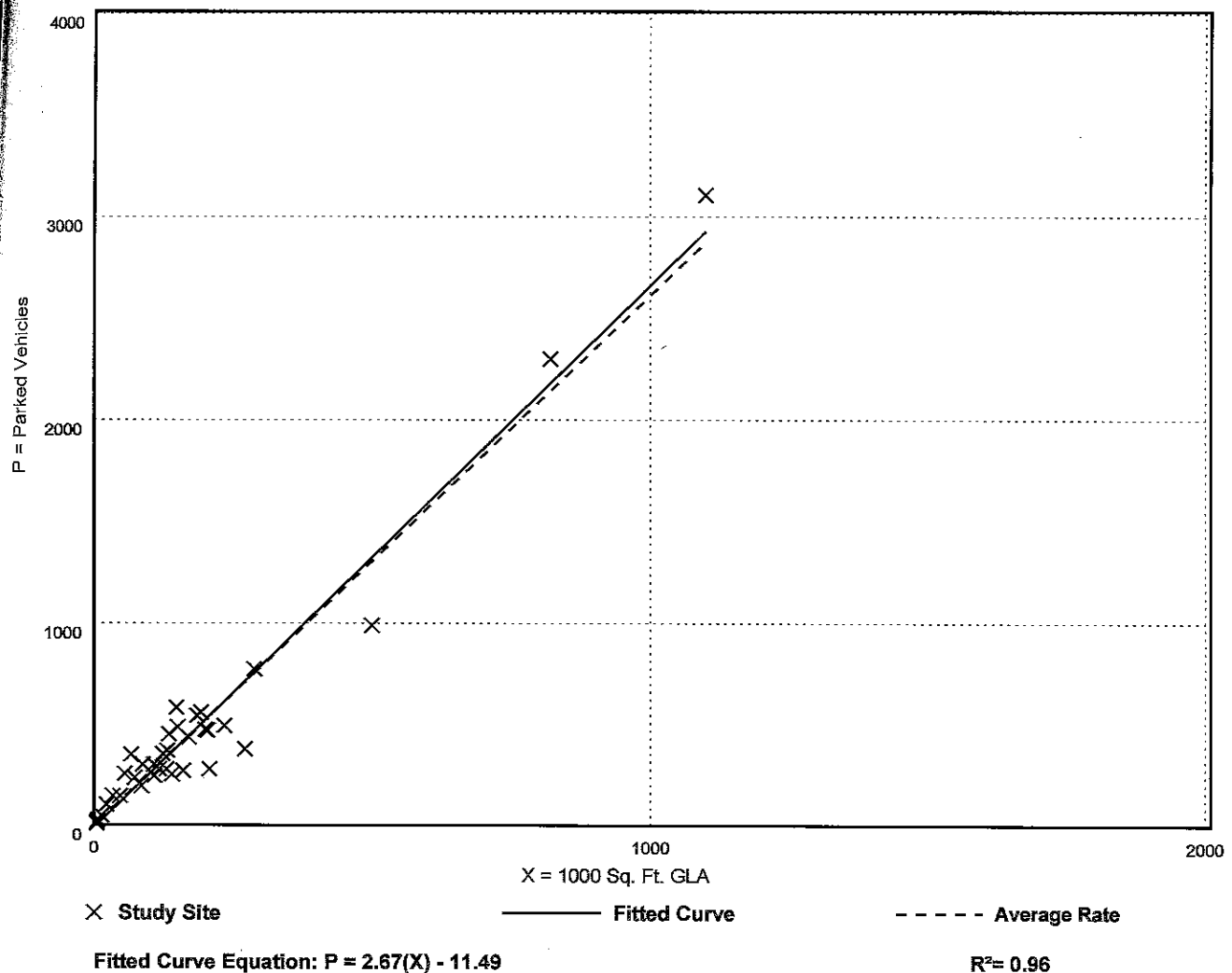
Number of Studies: 37

Avg. 1000 Sq. Ft. GLA: 174

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.61	1.34 - 5.25	2.37 / 3.78	2.39 - 2.83	0.67 (26%)

Data Plot and Equation



Shopping Center - Non-December (820)

Peak Period Parking Demand vs: 1000 Sq. Ft. GLA

On a: Saturday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 5:00 p.m.

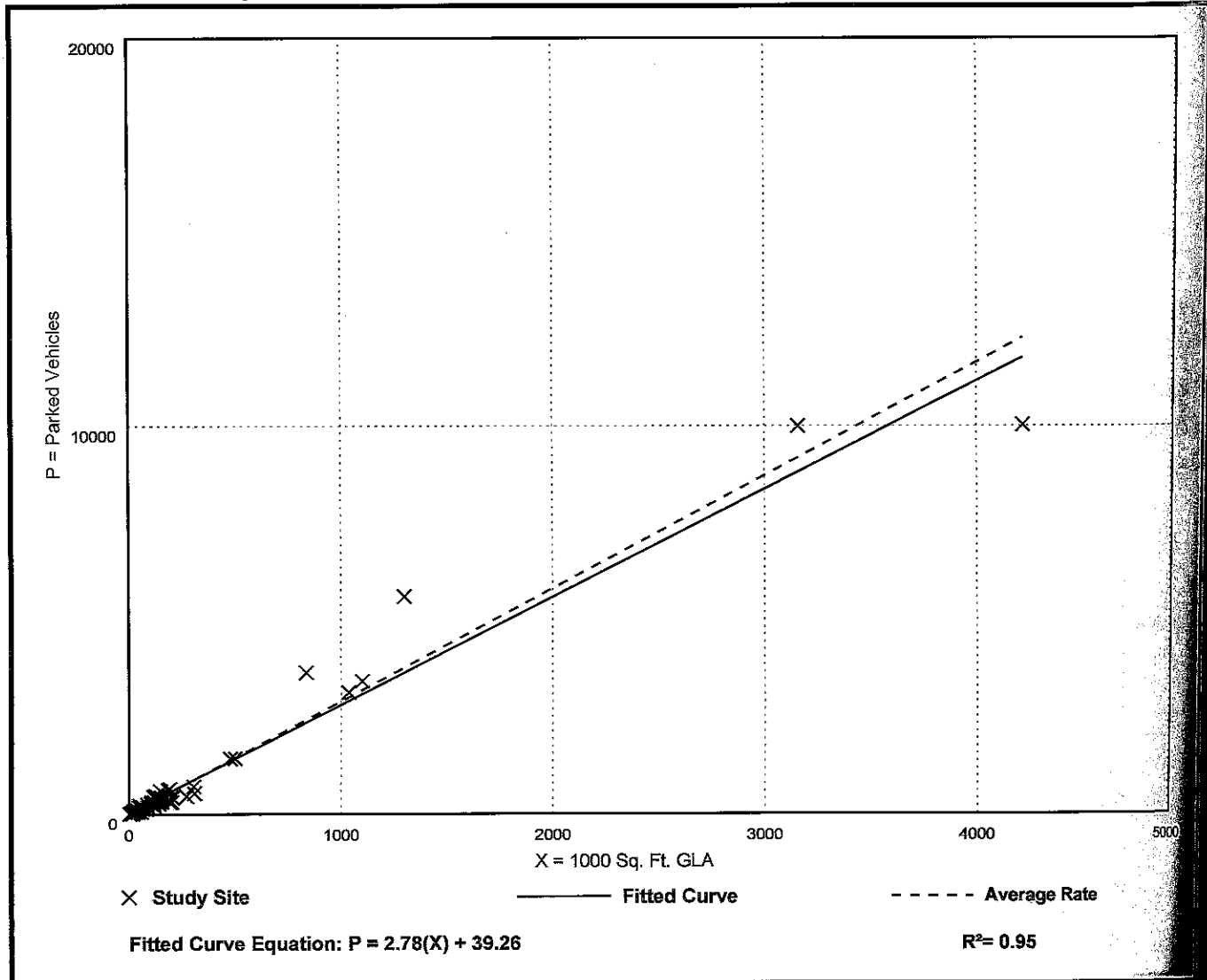
Number of Studies: 58

Avg. 1000 Sq. Ft. GLA: 313

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.91	1.15 - 4.72	2.27 / 3.74	2.72 - 3.10	0.74 (25%)

Data Plot and Equation



Shopping Center - Non-December (820)

Peak Period Parking Demand vs: 1000 Sq. Ft. GLA

On a: Sunday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 12:00 - 3:00 p.m.

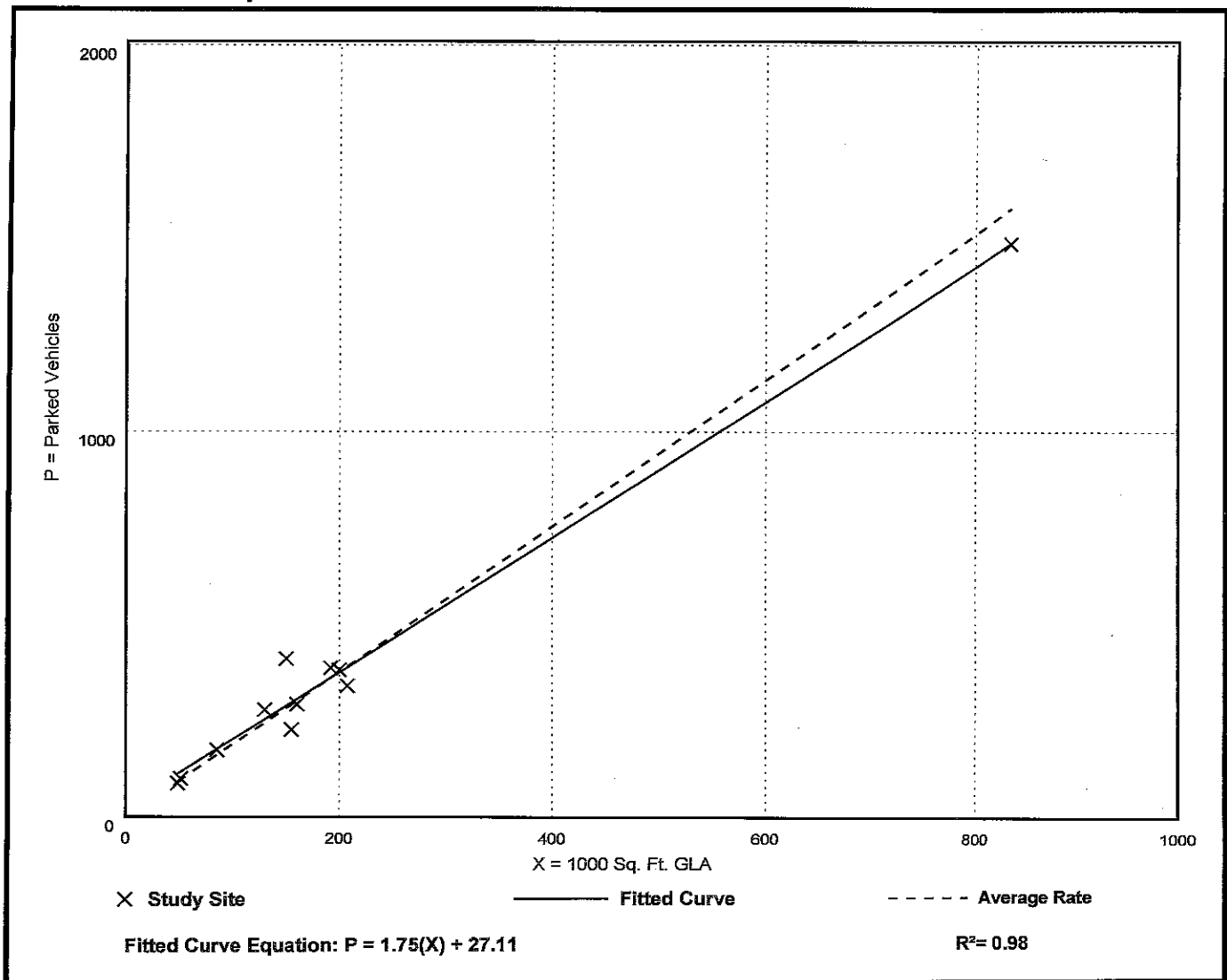
Number of Studies: 11

Avg. 1000 Sq. Ft. GLA: 201

Peak Period Parking Demand per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.89	1.47 - 2.75	1.81 / 2.27	***	0.30 (16%)

Data Plot and Equation



Appendix C

Alicia Town Center
Observed Parking Counts

Alicia Town Center
25602 Alicia Parkway, Laguna Hills, CA

Friday, November 2nd, 2018

Friday, November 2nd, 2023

	Inventory	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	
Zone 1	Regular	284	38	57	66	78	105	92	97	128	110	114	124	129	111	99	87	81
	Handicap	6	0	0	1	2	2	3	4	4	3	3	3	3	1	0	1	1
	Subtotal	290	38	57	67	80	107	95	101	132	114	117	127	132	114	100	87	82
Zone 2	Regular	4	0	1	2	4	4	1	2	2	3	2	4	2	2	1	1	1
	Handicap	2	1	0	1	1	0	1	0	2	1	2	0	0	0	0	0	0
	Subtotal	6			3	5	4	2	2	4	3	5	4	4	2	2		1
Zone 3	Regular	10	0	1	2	3	2	3	3	4	5	4	6	7	6	5	4	2
			39	58	70	84	109	99	104	138	120	123	135	139	120	105	91	84



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Public Hearing on 2019 Weed, Rubbish and Refuse Abatement

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing, receive and consider all objections; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, issuing an Abatement Order and authorizing the Assistant City Manager/Director of Public Services to commence enforcing weed, rubbish, and refuse abatement against specified parcels of land."

SUMMARY:

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

BACKGROUND:

On April 9, 2019, the City Council adopted Resolution No. 2019-04-09-1, thereby commencing the Weed Abatement Program for 2019 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 2019 Weed Abatement List, as

Public Hearing on 2019 Weed, Rubbish and Refuse Abatement
May 14, 2019
Page 2

submitted on April 9, 2019, 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. 2019-04-09-1 commenced the 2019 Weed Abatement Program by declaring the weeds, rubbish, refuse, and/or dirt on parcels identified in the 2019 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 2019 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 15, 2019, 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 2019 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 15, 2019, mailed notice, affected property owners have been given until May 31, 2019, 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 14, 2019, at 7:00 p.m. or as soon thereafter as possible. As of the time of this writing, City staff has observed some of the property owners have begun to take steps to clear the weeds on their property.

The City Council is requested to open the Public Hearing, receive and consider public testimony, and adopt a Resolution allowing or overruling any objections, authorizing the Assistant City Manager/Director of Public Services to abate and remove the weeds, rubbish, refuse, and/or dirt on the parcels identified and described on the 2019 Weed Abatement List, and report in writing to the City Council on July 9, 2019, 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 9, 2019. Pursuant to the State law, upon issuance of the abatement order through the adoption of the attached

Public Hearing on 2019 Weed, Rubbish and Refuse Abatement

May 14, 2019

Page 3

Resolution, the City Council acquires jurisdiction to proceed and perform the work of removal.

FISCAL IMPACT:

The 2018-2019 Fiscal Year Budget for the Annual Weed Abatement Program is \$46,000. Privately owned parcels abated by the City contractor shall each be assessed an administrative fee in addition to the cost to clear the respective parcels. These costs are anticipated to be within the funds available.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2019-05-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC SERVICES TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND

WHEREAS, on April 9, 2019, the City Council adopted Resolution No. 2019-04-09-1, thereby commencing the Weed Abatement Program for 2019 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 2019 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. 2019-04-09-1 commenced the 2019 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2019 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 2019 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 15, 2019, the City mailed the legally required notice to destroy weeds and remove rubbish, refuse, and dirt; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by May 31, 2019, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will be constitute a lien upon such parcel or lands until paid; and,

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council will hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 14, 2019; and,

WHEREAS, during the May 14, 2019, 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 2019 Weed Abatement List.

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

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

SECTION 2. Pursuant to Government Code Section 39560 *et seq.*, the City Council hereby issues an abatement order and authorizes the Assistant City Manager/Director of Public Services 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 2019 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 2019 Weed Abatement List. Such assessments against the respective parcels of land shall constitute a lien.

SECTION 5. The Assistant City Manager/Director of Public Services 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 9, 2019, 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 14th day of May 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2019-05-14-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 14th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1847 : Public Hearing on 2019 Weed, Rubbish and Refuse Abatement)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: Adoption of Revised Orange County Taxi Program Regulations

RECOMMENDATION: That the City Council: (1) Adopt a Resolution entitled, “A Resolution of the City Council of the City of Laguna Hills, California, adopting updated and revised Orange County Taxi Administration Program Regulations”; and (2) Introduce for first reading, read by title only, and waive further reading, an Ordinance entitled, “An Ordinance of the City Council of the City of Laguna Hills, California, amending and restating Section 4-44.060 (Application for Permits) of Chapter 4-44 (Taxi Administration Program) of Title 4 (Business Regulations) of the Laguna Hills Municipal Code.”

SUMMARY:

The Orange County Transportation Authority (OCTA) has administered the Orange County Taxi Administration Program (OCTAP) since 1998. On December 11, 2018, the City Council approved Cooperative Agreement No. C-8-2015, which allows OCTA to continue to administer OCTAP and ensures that taxis within the City are properly regulated pursuant to State Law. On February 5, 2019, the OCTAP Steering Committee met and approved updated OCTAP regulations. Pursuant to the terms of Cooperative Agreement No. C-8-2015, the City Council is required to adopt the updated OCTAP regulations.

BACKGROUND:

Government Code Section 53075.5 and Vehicle Code Section 21100, *et seq.* require cities to regulate taxicabs and taxicab businesses in terms of permitting, rates, vehicle

OCTAP Regulations

May 14, 2019

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inspections etc. to protect public health and safety. To assist cities with implementing this regulatory framework in an efficient and cost-effective manner, the Orange County Taxi Administration Program (OCTAP) was established in 1998 and was administered through an interagency agreement by the Orange County Transportation Authority (OCTA) on behalf of Orange County cities and the County of Orange. Each agency adopted and enforced OCTAP regulations in their respective jurisdictions.

The recent decline in taxicab regulatory revenues and enactment of AB 1069 (Chapter 753, Statutes of 2017) altering the rules regarding taxicab regulation, have necessitated changes to the interagency agreement with OCTAP and an update to the OCTAP regulations. On December 11, 2018, the City Council authorized the City Manager to execute Cooperative Agreement No. C-8-2015 to administer the OCTAP program through December 31, 2020. At that time, the City Council was informed that each participating agency would be required to adopt updated OCTAP regulations.

On February 5, 2019, the OCTAP Steering Committee met and approved updated OCTAP regulations. The updated regulations allow member agencies to comply with new legislative requirements, to reduce some of the regulatory differences between taxicabs and transportation network companies (e.g., Lyft and Uber) while retaining key elements of the regulations designed to improve public safety, and to allow taxicab companies to be more flexible in how they deliver services. Key elements of the updated regulations include more flexible taxicab vehicle inspection, vehicle marking, vehicle identification, authorized fare structure, and fare disclosure requirements that are more closely aligned with state regulatory and California Vehicle Code requirements. The updated OCTAP regulations are included as Attachment "A" to the proposed Resolution attached to this report.

Implementation of Cooperative Agreement No. C-8-2015 and the updated OCTAP regulations also necessitates a minor technical revision to Section 4-44.060 (Application for permits) of the Laguna Hills Municipal Code. A proposed Ordinance amending and restating Section 4-44.060 is attached to this report for introduction.

FISCAL IMPACT:

No immediate financial impact.

ATTACHMENTS:

- Attachment 1 - LH - OCTAP Regulations Resolution
- Attachment 2 - LH_2019 Ordinance re OCTAP Permits

ATTACHMENT 1**RESOLUTION NO. 2019-05-14-X****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING UPDATED AND REVISED ORANGE COUNTY TAXI ADMINISTRATION PROGRAM REGULATIONS**

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

WHEREAS, in 1998 the City entered into an inter-agency agreement with the Orange County Transportation Authority (OCTA) in which the City agreed to participate as a member agency in the Orange County Taxi Administration Program (OCTAP) and the OCTA agreed to provide the staff and administrative services necessary to implement the Program; and

WHEREAS, OCTAP established uniform regulations applicable to taxicab companies and taxicab drivers, adopting minimum standards for insurance, equipment, mechanical condition, taxicab fares, and other aspects of taxicab operations; and

WHEREAS, the uniform regulations established by OCTAP are designed to comply with the City's responsibilities under Government Code § 53075.5 governing city and county taxicab transportation services, and to protect the health, safety and welfare of persons utilizing taxicab services in member agencies; and

WHEREAS, OCTAP has been in operation since 1998 and has conducted quarterly meetings with an OCTAP Steering Committee and an OCTAP Public Safety Committee, comprised of designated representatives from each OCTAP member agency; and

WHEREAS, the OCTAP Safety Committee has reviewed, and the OCTAP Steering Committee has reviewed and approved, amendments to the OCTAP Regulations to further protect the health, safety and welfare of persons utilizing taxicab services in member agencies; and

WHEREAS, the City Council has reviewed the revised OCTAP Regulations dated and approved by the OCTAP Steering Committee on February 5, 2019; and

WHEREAS, OCTAP will continue to provide the services necessary for the City to comply with Government Code Section 53075.5 under the terms of the interagency agreement that have been incorporated into the revised OCTAP Regulations.

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

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

SECTION 2. The revised OCTAP Regulations dated and approved by the OCTAP Steering Committee on February 5, 2019, which Regulations are attached hereto as Attachment "A", are hereby ratified, approved, and adopted.

SECTION 3. All prior resolutions inconsistent herewith are hereby repealed.

PASSED, APPROVED, AND ADOPTED this 14th day of May 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-05-14-X by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 14th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN: None

MELISSA AU-YEUNG, CITY CLERK



**REGULATIONS
OF THE
ORANGE COUNTY
TAXI ADMINISTRATION
PROGRAM**

Approved 02/05/2019

Effective 04/01/2019

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PURPOSE AND SCOPE

The Orange County Taxi Administration Program (OCTAP) is an association of Orange County Agencies formed to establish a policy for entry into the business of providing Taxicab transportation service in compliance with Agencies' requirements under California Government Code § 53075.5. OCTAP was formed pursuant to interagency-agreements between the Orange County Transportation Authority (OCTA) and participating Agencies. The objective of OCTAP is to establish minimum safety and service standards for the provision of Taxicab services in Orange County, to increase public safety, reduce administrative costs for the public and private sector, and to expand the provision of private transportation service in Orange County.

Although not a participating Agency, OCTA provides administrative functions for the OCTAP program and manages the permitting processes necessary to issue Taxicab company, vehicle, and driver permits on behalf of the Agencies. The OCTAP Regulations are intended to define minimum Taxicab company, Taxicab vehicle, and Taxicab driver permitting requirements, establish minimum safety and service standards for the operation of a Taxicab, and consolidate the permitting of Taxicab transportation service for the Agencies.

Agency Legislative Independence and Authority Retained.

The OCTAP Regulations are developed by the Agencies and enforced through adoption of the OCTAP Regulations into each Agency's municipal code. Each Agency shall be responsible for enforcing the OCTAP Regulations, prosecuting violators, and notifying OCTAP of such occurrences. All policies, procedures, ordinances, rules, and regulations pertaining to Taxicab companies, Taxicab drivers, Taxicabs, fares, notices, safety, Taxicab stands, pickup, hours of operations, and all other functions not specifically provided for in the OCTAP Regulations, shall remain within the authority and jurisdiction of each Agency.

Each Agency retains all authority, responsibility, and independence for Taxicab regulation and enforcement within its Area of Jurisdiction. Each Agency retains the right and authority to select the Company(ies) authorized to operate within its jurisdiction, including the number of Taxicabs authorized to pick up passengers within its jurisdiction. Each Agency reserves the right to implement and enforce additional requirements or limits beyond the OCTAP Regulations.

DEFINITIONS

1. Agency

“Agency” means each City and the County of Orange that participates in OCTAP.

2. Area of Jurisdiction

“Area of Jurisdiction” of each Agency means the area within the boundaries of a City, or for the County means the unincorporated area, including John Wayne Airport.

3. ASE

“ASE” means the National Institute for Automotive Service Excellence.

4. Bandit Taxicab

“Bandit Taxicab” refers to a Taxicab operating within the Area of Jurisdiction of any OCTAP Agency without a valid OCTAP permit, when one is required, or other permit issued by a permitting agency that is accepted by the OCTAP Agencies.

5. BAR

“BAR” means the Bureau of Automotive Repair.

6. Company

“Company” includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

7. Company Permit

“Company Permit” means a valid permit issued by OCTAP authorizing a Company to operate a Taxicab business within the Area of Jurisdiction of any participating Agency, which allows the Company to serve that Agency.

8. Driver

“Driver” means a person who has a valid OCTAP-issued Driver Permit.

9. Driver Permit

“Driver Permit” means a valid permit issued by OCTAP authorizing a person to drive or control the movements of a Taxicab.

10. OCTA

“OCTA” means the Orange County Transportation Authority.

11. OCTAP

“OCTAP” means the Orange County Taxi Administration Program.

12. Permittee

“Permittee” means a Company that holds a valid OCTAP Company Permit.

13. Taxicab

“Taxicab” means a vehicle capable of carrying not more than eight persons, excluding the driver, and used to carry passengers for hire. The term shall exclude a vehicle operating as a Charter Party Carrier licensed as such by any state agency, including the California Public Utilities Commission (CPUC), or any other vehicle operating under the authority of any state agency, including the CPUC.

14. Taxicab Permit

“Taxicab Permit” means a valid permit issued by OCTAP, authorizing a particular vehicle to be operated as a Taxicab.

15. Transportation Agreements

“Transportation Agreements” means any separate agreement that an Agency has established with an OCTAP Permittee for operation within its jurisdiction.

AGENCY AND OCTA PARTICIPATION

Agency Responsibilities.

Each Agency shall:

- Participate as a member of OCTAP.
- Appoint its City Manager, Executive Officer, or their designee, to participate as a member of the OCTAP Steering Committee.

- Adopt and enforce a Taxicab ordinance or resolution consistent with the OCTAP Regulations.
- Enforce, and if necessary, prosecute all violations of its Taxicab ordinance or resolution and the OCTAP Regulations.
- Notify OCTAP of any public or law enforcement complaint pertaining to permitted Taxicab companies, Taxicabs, and Taxicab drivers within its Area of Jurisdiction.

OCTA Responsibilities.

OCTA shall provide the services described in the OCTAP Regulations on behalf of each Agency that adopts the OCTAP Regulations by ordinance or resolution, and shall:

- Provide staff and administrative services necessary to issue permits and implement the OCTAP Regulations.
- Collect fees to cover the costs of administering OCTAP and collect fines associated with violations of OCTAP Regulations.

However, OCTA shall not assume liability for the performance of Taxicab companies, Taxicab drivers, or Taxicabs. OCTA is not responsible for the enforcement of Agency ordinances or resolutions, the enforcement of non-permitted Taxicab operations, or for collecting franchise fees or business license fees imposed by participating Agencies on Taxicab companies or drivers.

STEERING COMMITTEE

The OCTAP Steering Committee shall be appointed by the Agencies. The OCTAP Steering Committee is responsible for creating the OCTAP Regulations and advising OCTA on matters including the OCTAP Regulations, the policies and procedures governing the issuance of permits, and public safety issues in Orange County. The OCTAP Steering Committee will meet as needed to advise OCTA on all matters discussed herein.

1. GENERAL RULES AND REQUIREMENTS

Each OCTAP Permittee, its management, employees, affiliated drivers, leaseholders, and owner-operators are individually and jointly responsible for complying with OCTAP Regulations; all California Vehicle Codes and Statutes; all applicable federal, state and local laws, statutes, and ordinances; all ordinances of a City, Agency, Airport, or County related to the operation of a Taxicab; and all lawful orders, rules, and regulations promulgated thereunder regarding the transportation of customers in a Taxicab.

1.1. Permittee.

- 1.1.1 Permittee shall ensure Taxicabs are driven only by OCTAP permitted Drivers.
- 1.1.2 Permittee shall not operate a Taxicab without a valid Taxicab Permit from OCTAP, unless otherwise permitted by law.
- 1.1.3 Permittee shall notify OCTAP within forty-eight (48) business hours of an affiliated Driver who becomes unqualified or unauthorized to drive a Taxicab or upon termination of employment or affiliation with Permittee.
- 1.1.4 Permittee shall maintain all programs and requirements for receiving a Company Permit and verify the continuous enrollment of affiliated drivers in their OCTAP-approved drug and alcohol testing program and DMV Pull Notice program.
- 1.1.5 Permittee shall comply with any separate requirements that may have been adopted by any Agency in which Permittee intends to operate, including, but not limited to, establishment of a franchise and the payment of business license fees or taxes.
- 1.1.6 Permittee shall cooperate fully with OCTAP Staff.
- 1.1.7 Permittee shall notify OCTAP staff within forty-eight (48) business hours when vehicles are removed from service and will surrender OCTAP vehicle permits in accordance with Section 4.5.
- 1.1.8 Permittee shall maintain reasonable financial responsibility to conduct Taxicab transportation services in accordance with the OCTAP Regulations.
- 1.1.9 Permittee shall maintain a safety education and training program in effect for all Taxicab Drivers, whether employees or contractors.
- 1.1.10 Permittee shall maintain a disabled access education and training program to instruct its Taxicab Drivers on compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.
- 1.1.11 Permittee shall disclose fares, fees, or rates to the customer, and may satisfy this by disclosing fares, fees, or rates on its Internet Web site, mobile telephone application, or telephone orders upon request.

- 1.1.12 For on-demand (flagged) trips, the Taxicab must possess a fully operational taximeter with current and intact seals, or any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code. The customer shall not be charged a fare that exceeds the authorized fare.

1.2 Permitted Drivers.

- 1.2.1 A Driver must possess and display a valid OCTAP Driver Permit in order to operate a Taxicab, and at all times the taxicab is in operation, on behalf of a Permittee.
- 1.2.2 A driver shall not operate a taxicab without a valid OCTAP Taxicab Permit.
- 1.2.3 Permitted Drivers shall adhere to all regulations related to Taxicab Operation in Section 6.
- 1.2.4 Permitted Drivers may only pick up passengers in the Area of Jurisdiction of those agencies that have approved the Permittee he/she represents, unless otherwise permitted by law.
- 1.2.5 Permitted Drivers shall cooperate with the Permittee, Law and Code Enforcement Officers, and OCTAP Staff, including random testing and all vehicle inspections.
- 1.2.6 The Driver Permit must be displayed in the passenger side area of the dashboard, easily viewable from inside or outside of the vehicle. The Driver Permit must be attached in a way that makes it removable by the Driver to provide to law enforcement, code enforcement officers, or OCTAP staff, when requested. The Driver's California driver license number on the Driver Permit may be covered by a removable label, if desired. No other alterations, covered, or hidden information to the OCTAP Driver Permit is allowed.
- 1.2.7 A driver in possession of an altered or defaced permit will not be considered to be in possession of a valid Driver's Permit.
- 1.2.8 A Driver shall not display another person's OCTAP Driver Permit or allow another person to use their Driver Permit.

- 1.2.9 A Driver shall not carry more passengers in the Taxicab than are authorized by the manufacturer's recommendations. Operational seat belts must be available for all passengers.
- 1.2.10 A Driver shall operate a Taxicab in accordance with all applicable state and local laws and regulations and with due regard for the safety, comfort, and convenience of passengers, and of the general public.

2. COMPANY PERMITS

No Company shall operate a Taxicab business or advertise as a Taxicab business within the Area of Jurisdiction of an Agency without having first obtained a Company Permit from OCTAP, unless otherwise authorized by Government Code § 53075.5, or without permission from the Agency to operate in the Area of Jurisdiction of such Agency, if the Agency's legislative body requires such permission.

2.1 Company Permit Requirements.

A Company Permit shall be issued from OCTAP when the following conditions have been satisfied:

- 2.1.1 Submission of a complete Company Permit application package.
- 2.1.2 Submission of a copy of the applicant's drug and alcohol policy meeting OCTAP requirements and proof that the applicant has implemented a Drug and Alcohol Certification Program covering all its affiliated permitted Drivers pursuant to Government Code § 53075.5 and meeting the following requirements.
 - 2.1.2.1 A contract with a drug and alcohol program administrator and authorized lab certified by the U.S. Department of Transportation.
 - 2.1.2.2 Procedures and components substantially as in Part 40 of Title 49 of the Code of Federal Regulations, for pre-employment or pre-licensing and licensing renewal.
 - 2.1.2.3 Procedures and components substantially as in Part 382 of Title 49 of the Code of Federal Regulations for rehabilitation, return-to-duty and follow up testing.
 - 2.1.2.4 Procedures and components for random testing following U.S. Department of Transportation guidelines, annual minimum random testing rates, and additional tests as required following accidents, rehabilitation, return-to-service,

and other circumstances providing reasonable suspicion to test.

- 2.1.2.5 When requested, random testing reports to be made available to OCTAP by the program administrator.
- 2.1.2.6 The applicant's and program administrator's records shall be made available to OCTAP upon request within forty-eight (48) business hours.
- 2.1.2.7 The test results must be provided to OCTAP and the Permittee by the testing facility.
- 2.1.2.8 Drivers must show a valid California driver license at the time and place of testing.
- 2.1.3 Submission of evidence of insurance, in full force and effect, in such form as required by OCTAP, issued by a solvent and responsible company licensed to do business in the State of California, insuring the applicant against loss by reason of injury or damage that may result to persons, including Taxicab passengers, or property, from the negligent operation or maintenance of such Taxicab.
 - 2.1.3.1 Applicant shall provide a Certificate of Insurance and Insurance Policy Binder showing that the applicant is insured for a minimum combined single limit of one million dollars (\$1,000,000) for the injury or death of one or more persons in the same accident, and one hundred thousand dollars (\$100,000) for injury or destruction of property with an insurer with a minimum AM Best Rating of A-7. Each insurance policy required by these Regulations shall waive all rights of subrogation against OCTA, OCTAP and its member agencies, including their respective elected and appointed officials, officers, directors, employees, agents and volunteers. No self-insured retention shall be allowed.
 - 2.1.3.2 Deductibles shall not exceed ten thousand dollars (\$10,000) per occurrence. In addition, the applicant shall direct the insurance company to provide OCTAP copies of Endorsements to the insurance policy 1) naming OCTA, OCTAP and its member agencies, including their respective elected and appointed officials, officers, directors, employees, agents and volunteers, as additional insureds; and 2) indicating that coverage shall not be reduced, terminated or cancelled without thirty (30) days prior written notice to OCTAP; and 3) the OCTAP special endorsement must be

completed and duly executed by the agent or broker of record and submitted along with the proof of insurance.

- 2.1.3.3 At least one (1) business day prior to the expiration of the current policies, a Permittee shall submit insurance binders evidencing insurance coverage for the policy period subsequent to the expiration of the current policies. Lapses or interruptions of insurance coverage shall cause an immediate suspension of the Company Permit, pending revocation, and an immediate revocation of all Taxicab Permits issued to the Permittee. Reinstatement of a Company Permit may require payment of applicable fees and/or fines. Furthermore, if reinstated, any Taxicab(s) a Permittee desires to be placed back into service will require the issuance of a new Taxicab Permit with applicable fees paid.
- 2.1.4 Submission of Department of Motor Vehicles (DMV) Pull Notice Program Requester Code Number issued to applicant, as defined in Vehicle Code § 1808.1 and continuous enrollment in the Pull Notice program. All affiliated Taxicab Drivers must be enrolled within seven (7) calendar days from inception of the program or date of affiliation. Permittees are required to notify OCTAP upon receipt of a DMV Pull Notice for any affiliated Driver that indicates an action that would no longer qualify the Driver for a Driver Permit. Permittee shall require the Driver to immediately cease operation and surrender their Driver Permit to Permittee. Permittee shall return the Driver Permit to OCTAP within forty-eight (48) business hours of DMV Pull Notice receipt. DMV Pull Notice records shall be made available to OCTAP within forty-eight (48) business hours of request.
- 2.1.5 Submission of proof of current California Department of Motor Vehicles registration for each Taxicab listed in the Company Permit application. All Taxicabs listed in the Company Permit application shall be registered pursuant to Section 5.2.
- 2.1.6 Every owner, partner, or principal officer of applicant has submitted to Live Scan fingerprinting at an approved California Department of Justice finger printing agency to initiate a Department of Justice (DOJ) background check (first time applicants only unless otherwise required) and has enrolled in the DOJ subsequent arrest notification program.
- 2.1.7 Every owner, partner, or principal officer of applicant has successfully cleared all background checks.

- 2.1.8 At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted Drivers authorized to operate the Taxicabs.
- 2.1.9 Payment of all applicable fees.
- 2.1.10 Company shall have a principal place of business from which it conducts its activities as a Taxicab company and related activities. Multiple locations for other activities such as storage, maintenance/repair, etc., are allowed. For the purposes of these Regulations, if the Company has provided OCTAP with a valid address for the receipt of notices and correspondence from OCTAP, a "principal place of business" may be a Taxicab.
- 2.1.11 OCTAP may require additional verification for compliance with the requirements defined herein.
- 2.1.12 OCTAP Company Permit number must be conspicuously posted in all company advertisement and media, as required by California Government Code § 53075.9. Posting must be worded as "OCTAP Company Permit #XXX". Additionally, advertisements must use the OCTAP permitted Company name.

2.2. Company Permit Denial.

A Company Permit shall be denied if any of the following apply to an applicant Company or to any owner, partner, or principal officer of an applicant Company:

- 2.2.1 Is less than 18 years of age.
- 2.2.2 Falsifies material information on the application for Company Permit.
- 2.2.3 Is a registered sex offender pursuant to California Penal Code § 290.
- 2.2.4 Is on formal probation or parole for any offense outlined in Sections 2.2.5., 2.2.6., or 2.2.7.
- 2.2.5 Is convicted (or pleads guilty or nolo contendere) in any state for any of the following: murder; robbery; pandering; pimping; crimes related to the sale or transportation of controlled substances, including marijuana; crimes involving the use of a weapon; or any other offense involving moral turpitude, or any crime that is substantially related to the qualifications, functions or responsibilities of a Permittee.

- 2.2.6 Is convicted (or pleads guilty or nolo contendere) in any state for a felony other than those listed in Section 2.2.5., within eight (8) years of the application.
- 2.2.7 Has any conviction within five (5) years of application (or plea of guilty or nolo contendere) in any state or has any final administrative determination of a violation of any statute, ordinance, or regulation reasonably and rationally pertaining to the same or similar business operation which would have resulted in suspension or revocation of the Company Permit under these Regulations.
- 2.2.8 Operation of its business without the insurance required in Section 2.1.3.
- 2.2.9 Failing to fully satisfy any court judgment entered against the Company arising from liability for operating Taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within ten (10) years from the date that the judgment was originally entered pursuant to California Code of Civil Procedure § 683.020 and § 683.030 or, if the judgment has been renewed, within ten (10) years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure § 683.120.
- 2.2.10 For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to, arrests, charges, offenses, or convictions related to the responsibilities and functions of a Taxicab company not specifically outlined in this section, that would be prudent to consider in order to protect the public.

2.3. Company Affiliated Drivers.

At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted Drivers authorized to operate the Taxicabs. A Permittee may add Drivers to its list of Drivers authorized to operate the Taxicabs identified in the Company Permit, provided that the Driver to be added has been issued a Driver Permit by OCTAP which states the Driver is affiliated with the Permittee.

2.4. Company Permit Issuance.

Upon applicant's satisfaction of the conditions listed in Company Permit Requirements, applicant shall be issued an OCTAP Company Permit within five (5) business days.

2.5. Term of Company Permit.

The Company Permit is valid until December 31, 2020, unless extended, suspended, or revoked.

2.6. Company Permit Renewal.

No less than sixty (60) days prior to the expiration of the Company Permit, the Permittee shall submit an application for renewal of its Company Permit in order to allow sufficient time to review the application for renewal. Failure to submit an application for renewal of the Company Permit at least sixty (60) days prior to the current expiration could result in a lapse in the Company Permit and suspension or revocation of Taxicab Permits. A lapse in the Company Permit may require a Company to submit an application and fees for a new Company Permit, and fees for Taxicab Permit(s).

2.7. Company Permit Suspension/Revocation.

A Company Permit may be suspended or revoked by OCTAP for any of the following reasons:

- 2.7.1 Providing late, false, or inaccurate information in the Company Permit application.
- 2.7.2 Allowing operation of a Taxicab by a driver not possessing a valid OCTAP Driver Permit when stating that the driver is affiliated with the Permittee.
- 2.7.3 Failure to comply with the OCTAP Regulations.
- 2.7.4 Operation of any Taxicab at a rate higher than the authorized fare or an agency program as described in Section 2.10.
- 2.7.5 Failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol.
- 2.7.6 Operating its business in violation of the insurance requirements in Section 2.1.3.
- 2.7.7 Failure to comply with the drug and alcohol policy and program required in Section 2.1.2.
- 2.7.8 Failing to fully satisfy any court judgment entered against the Company arising from liability for operating Taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within ten (10) years from the date that the judgment was originally entered pursuant to California Code of Civil

Procedure § 683.020 and § 683.030 or, if the judgment has been renewed, within ten (10) years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure § 683.120.

- 2.7.9 Circumstances providing grounds for denial of a Company Permit as outlined in the OCTAP Regulations.
- 2.7.10 Violating Government Code § 53075.9 pertaining to advertising.
- 2.7.11 For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to arrests, charges, offenses, and or convictions related to the responsibilities and functions of a Taxicab company not specifically outlined in this Section, that would be prudent to consider in order to protect the public.

2.8 Company Permit Penalties/Suspensions.

In lieu of revocation, OCTAP may impose a penalty in the form of a fine, a period of suspension, or both a fine and period of suspension. The OCTAP Administrative Action and Fines Schedule is attached as "Attachment 3."

2.9 Right to Appeal.

A Company Permit applicant or Permittee may appeal a Company Permit denial, revocation, suspension, or fine as provided for in Section 8.

2.10 Agency or Other Transportation Agreements.

- 2.10.1 An OCTAP Permittee may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:
 - 2.10.1.1 Transportation program requirements do not conflict with OCTAP Regulations. Agency or other providers may require standards and guidelines that are greater than general OCTAP requirements. The agency or provider is responsible for managing and monitoring its program-specific requirements.
 - 2.10.1.2 Permittee is in good standing with OCTAP, maintains all required OCTAP permits, and continues to comply with all OCTAP requirements.
 - 2.10.1.3 Taxicab Driver must continue to display OCTAP Driver Permit regardless of any other agency or program identification that may be required by the sponsoring agency.

- 2.10.1.4 Permittee may establish a specialized fare structure for agency or program trips through its agreement with the agency.
- 2.10.1.5 For on-demand (flagged) trips, the metering device must be operated any time the Driver is carrying a customer on behalf of Permittee, regardless of an agreement pursuant to Section 6.4.

3. DRIVER PERMITS

A Driver must be affiliated with an OCTAP permitted Company and possess a valid OCTAP Driver Permit in order to operate a Taxicab.

3.1. Driver Permit Requirements

A Driver Permit may be obtained from OCTAP, provided the applicant has submitted all of the following:

- 3.1.1 Complete Driver Permit application, signed by a representative of the Permittee to which the driver intends to be affiliated.
- 3.1.2 Valid California driver license (Class C).
- 3.1.3 California Department of Motor Vehicles H6 report issued within thirty (30) days of submission of a complete application package.
- 3.1.4 A negative drug and alcohol screening test administered by Permittee's program administrator within the previous thirty (30) days in compliance with California Government Code § 53075.5(b)(3).
- 3.1.5 Proof of enrollment in Permittees current and active random drug and alcohol program.
- 3.1.6 Live Scan fingerprints taken at an approved California Department of Justice finger printing agency.
- 3.1.7 Acceptable CDL and DOJ background checks.
- 3.1.8 Payment of all applicable fees.

3.2 Driver Permit Issuance.

A Driver Permit shall be issued within five (5) business days after satisfaction of requirements in Section 3.1.

3.3 Term of Driver Permit.

A Driver Permit is valid until December 30, 2020, unless extended, suspended, revoked, otherwise terminated, or when issued based on a temporary or interim California driver license.

3.4 Renewal of Driver Permit.

Up to sixty (60) working days prior to the expiration of the Driver Permit, the Driver may reapply for a Driver Permit pursuant to Section 3 in order to allow time to review the application for renewal. The renewal of a Driver Permit shall be granted within five (5) business days of satisfaction of all requirements for renewal.

If a Driver Permit expires before approval of renewal, the Driver will not be allowed to operate a Taxicab until the renewal Driver Permit is approved, issued, and in the Driver's possession. Drivers who do not apply to renew prior to the expiration of their permit will be charged late fees in accordance with the OCTAP fee structure.

3.5 Driver Permit Limitation.

An OCTAP Driver Permit is only valid for the Driver to operate a Taxicab for the Permittee indicated on the Driver Permit. A Driver may not operate a Taxicab for another Company unless the Driver completes a transfer application pursuant to Section 3.7. Reproduction of a Driver Permit is strictly prohibited for any reason with the exception of Company management copying the permit for recordkeeping purposes.

3.6 Replacement Driver Permit.

A replacement for a lost or damaged Driver Permit or a subsequent Driver Permit previously issued based on a temporary or interim California driver license may be obtained from OCTAP upon payment of all applicable fees. A Driver shall not operate a Taxicab until a replacement permit is obtained and in possession of the Driver pursuant to this Section. A replacement Driver Permit shall expire on the same date as the original Driver Permit and shall not exceed the Driver's annual permit period.

3.7 Driver Permit Transfer to Another Company.

A Driver may request a transfer of his/her Driver Permit to another Permittee provided the Driver has submitted the following to OCTAP:

- 3.7.1 A Driver Permit application signed by an authorized representative of the prospective Permittee.
- 3.7.2 The Driver Permit transfer fee.
- 3.7.3 Valid California driver license (Class C).
- 3.7.4 OCTAP Driver Permit to be transferred.
- 3.7.5 Verification of enrollment transfer in Permittee's current and active random drug and alcohol program.
- 3.7.6 Driver shall not operate a Taxicab until the transfer permit is obtained and in possession of the Driver pursuant to this Section.
- 3.7.7 A transferred Driver Permit shall expire on the same date as the original Driver Permit and shall not exceed the Driver's permit period.

3.8 Driver Permit Denial.

A Driver Permit shall be denied if applicant:

- 3.8.1 Is less than 18 years of age.
- 3.8.2 Does not possess a valid California driver license (Class C).
- 3.8.3 Fails to enroll in the required random drug and alcohol program.
- 3.8.4 Fails the required drug and/or alcohol test. Upon testing positive for drugs and/or alcohol, the applicant shall not be eligible to reapply for a Driver Permit for a period of one (1) year from the test date.
- 3.8.5 Falsifies, or fails to disclose, material information on the application for a Driver Permit.
- 3.8.6 Is required to register as a sex offender pursuant to California Penal Code § 290.
- 3.8.7 Is on formal probation or parole for any offense outlined herein.
- 3.8.8 Is convicted (or pleads guilty or nolo contendere), regardless of the time elapsed, in any state, of any of the following or their equivalent: murder; a violation of California Vehicle Code § 2800.2 (pertaining to disregard for safety of persons or property), § 2800.3 (pertaining to flight from peace officer causing death or bodily injury), or § 20001 (pertaining to duty to stop at scene of accident); robbery; pandering;

pimping; crimes related to the manufacture, use, sale, possession, or transportation of controlled substances; sale or transportation of marijuana; crimes involving weapons; any crime for which registration would be required under California Penal Code § 290; crimes involving credit card fraud or use of another person's identifying information without authorization (California Penal Code § 530 or equivalent or substitute sections); or any other offense involving moral turpitude or any crime that is substantially related to the qualifications, functions or responsibilities of a Taxicab driver.

- 3.8.9 Is convicted of any felony in any state (or pleads guilty or nolo contendere), other than those felonies listed in Section 3.8.8, within eight (8) years of application.
- 3.8.10 Is convicted (or pleads guilty or nolo contendere) of any of the following within five (5) years of application: reckless driving; driving under the influence of intoxicating liquors or drugs (DUI); use or possession of marijuana; a violation of California Vehicle Code § 2800.1 (pertaining to flight from peace officer); § 20002 (pertaining to duty where property is damaged), § 20003 (pertaining to duty upon injury or death) or any corresponding substitute sections; vehicular manslaughter; and Penal Code §§ 240, 241, 242, and 243 or any corresponding substitute sections pertaining to assault and battery.
- 3.8.11 For good cause, subject to appeal pursuant to Section 8 below. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and/or convictions related to the responsibilities and functions of a Taxicab driver, not specifically outlined in this Section, that would preclude an applicant from possessing an OCTAP Driver Permit.
- 3.8.12 Fails to execute a lease, sublease, or owner-operator agreement with Permittee.

3.9 Driver Permit Suspension/Revocation.

A Driver Permit may be suspended or revoked by OCTAP for any of the following reasons:

- 3.9.1 Failure to comply with the applicable provisions (including timeliness of submissions) of the OCTAP Regulations.
- 3.9.2 Circumstances providing grounds for denial of a Driver Permit as outlined in the OCTAP Regulations.
- 3.9.3 Revocation or suspension of driver's California driver license.

- 3.9.4 Driver's failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol officers.
- 3.9.5 Notification to OCTAP by the Permittee that the Driver is no longer an authorized driver for the Permittee.
- 3.9.6 Testing positive on a drug and alcohol screening, or failure to submit to Permittees random drug and alcohol testing program.
- 3.9.7 Not enrolled and active in the required random drug and alcohol program.
- 3.9.8 For good cause pursuant to Section 8, subject to appeal. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and or convictions related to the responsibilities and functions of a Taxicab driver, not specifically outlined in this Section, that would preclude a driver from possessing an OCTAP Driver Permit.
- 3.9.9 A Driver whose permit is revoked shall be prohibited from applying for a new Driver Permit for one (1) year from the date of revocation.

3.10 Driver Permit Penalty/Suspension.

In lieu of revocation, OCTAP may impose a penalty in the form of a fine, a period of suspension, or both a fine and a period of suspension as specified in the OCTAP Regulations. The OCTAP Administrative Action and Fines Schedule is attached as "Attachment 3."

3.11 Driver Permit Appeal.

The denial, suspension, or revocation of a Driver Permit may be appealed as provided in Section 8.

3.12 Driver Permit Surrender.

Upon expiration, suspension, or revocation of a Driver Permit, or upon termination of employment or affiliation with a Permittee, a Driver shall cease work immediately and surrender the Driver Permit to OCTAP within forty-eight (48) business hours.

4. TAXICAB PERMITS

4.1 Taxicab Permit Required.

No person shall operate a Taxicab, or advertise a Taxicab business, on behalf of a Permittee within the Area of Jurisdiction of an Agency without a Taxicab Permit from OCTAP, unless otherwise authorized by Government Code § 53075.5. At all times while providing taxi service, the Taxicab Permit must be displayed in the left-hand corner of the rear window of the Taxicab for which the Taxicab Permit is issued. A Taxicab Permit is nontransferable and is valid until December 31, 2020, unless, extended, suspended or revoked.

4.2 Inspections.

Prior to issuance or renewal of a Taxicab Permit, Company must complete a vehicle inspection at an ASE-certified or BAR-registered facility and submit proof to OCTAP, signed by the inspecting facility, that the Taxicab has met all inspection standards.

4.3 Vehicle Replacement.

OCTAP shall issue a Taxicab Permit for a replacement Taxicab, valid for the time remaining under the Taxicab Permit of the replaced Taxicab, upon satisfaction of the following conditions:

- 4.3.1 Permittee submits the new Taxicab within two weeks of the time that the original permit is surrendered.
- 4.3.2 Surrender of the existing Taxicab Permit to OCTAP.
- 4.3.3 Payment of Vehicle Permit replacement fee.
- 4.3.4 Company provides proof satisfactory to OCTAP that the replacement Taxicab passes a Taxicab inspection by an ASE-certified or BAR-registered facility.

4.4 Taxicab Permit Renewal.

A Taxicab Permit shall be renewed annually upon payment of applicable fees and submission of proof satisfactory to OCTAP that the Taxicab passes an inspection by a facility certified by an ASE-certified or BAR-registered facility.

- 4.4.1 Upon the successful completion of the above requirements, OCTAP shall provide a new expiration year for the Taxicab Permit.
- 4.4.2. A Taxicab presented for renewal after the permit expiration date will be charged late fees, up to and including the date the Taxicab permit is renewed (in accordance with the current OCTAP Fee Structure), and subjects the Permittee to other administrative actions and fines.

4.5 Taxicab Permit Surrender.

A Permittee, when selling or removing a Taxicab from the fleet, must assure that the OCTAP Taxicab Permit, welcome decals, and other OCTAP Taxicab markings are removed and that the vehicle cannot be mistaken by the public as an authorized Taxicab. OCTAP Permits and welcome decals must be surrendered to OCTAP within forty-eight (48) business hours.

- 4.5.1 A Permittee must surrender the Taxicab Permit to OCTAP if a Taxicab has been removed from the OCTAP-approved insurance policy, if the Taxicab Permit is revoked, or upon its expiration (if the Taxicab Permit will not be renewed).
- 4.5.2 A Taxicab permit which is voluntarily surrendered by a Permittee can be replaced upon completion of an annual Taxicab inspection and payment of the required fees, or as provided in Section 4.6.

4.6. Replacement Taxicab Permit.

If a Taxicab Permit has been damaged or is missing due to theft or destruction, a replacement permit will be issued to the same Taxicab and Permittee, upon payment of the required replacement fee. The replacement Taxicab Permit shall be valid for the remaining term of the Taxicab Permit that was replaced.

5. TAXICAB REQUIREMENTS

All Taxicabs shall meet the requirements of the California Vehicle Code, including, but not limited to, California Vehicle Code § 24000, et seq. The California Vehicle Code shall take precedence over any OCTAP Taxicab requirement. Taxicabs must be maintained to these standards at all times.

5.1 Proof of Insurance.

Taxicab Drivers shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle, pursuant to California Vehicle Code §§ 16020 through 16028.

5.2 California Vehicle Registration.

Evidence of valid and current vehicle registration must be maintained in each Taxicab, pursuant to California Vehicle Code § 4462.

- 5.2.1 Registered as a commercial vehicle, pursuant to California Vehicle Code § 260.

- 5.2.2 Registered to the Permittee showing the same Permittee name and address or registered to the OCTAP permitted Driver showing the same permitted Driver name and address.

5.3 Taxi Company Designation.

Permittee's Company name and/or logo shall be placed in an area visible from the interior and exterior of the vehicle at all times while in service and when soliciting passengers on behalf of Permittee.

5.4 Vehicle Maintenance and Records.

All Taxicabs shall be maintained in accordance with the service standards recommended by the vehicle manufacturer. Service records and repair or maintenance receipts shall be kept and made available to OCTAP Staff upon request.

5.5 Seating.

All Taxicabs shall be equipped to seat no more than eight (8) passengers, excluding the driver.

6. TAXICAB OPERATION

A Driver must possess and display a valid Driver Permit at all times while providing Taxicab service. Driver shall ensure that the Taxicab meets all requirements of the OCTAP Regulations prior to placing the Taxicab in service. Any driver in possession of an altered, copied, or defaced permit will not be considered in possession of a valid Driver's Permit.

6.1 Solicitation.

Driver shall not leave his/her Taxicab to solicit passengers.

6.2 Fares Charged.

For pre-arranged trips, a Driver shall not charge fares higher than those disclosed to the customer in accordance with Section 1.1.11. For on-demand (flagged) trips, the Taxicab must possess a fully operational taximeter with current and intact seals, or any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code. The customer shall not be charged a fare that exceeds the authorized fare.

6.3 Receipt.

Driver shall provide a receipt for the amount charged upon request of the person paying the fare, which contains the Driver's name and permit number, telephone number, Permittee name, charge amount, date, and time of transaction.

6.4 Accidents.

In the case of an automobile accident, unless rendered incapable, the Driver shall comply with the minimum requirements for the mandatory exchange of information established in California Vehicle Code § 16025.

6.5 Agency or other Transportation Agreements.

Permitted OCTAP Drivers may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:

- 6.5.1 The Driver must continue to follow all OCTAP Regulations.
- 6.5.2 The Driver must continue to display the OCTAP Driver Permit regardless of any other identification that may be required by the program or agency.
- 6.5.3 Taximeter must continue to be operated at any time that the Driver is carrying a customer, regardless of any other fare agreement.

6.6 Advertising.

Every permitted Driver shall comply with Government Code § 53075.9 and include, in every written or oral advertisement of the Driver's Taxicab services, the name of the Permittee, the Permittee's OCTAP Permit number, and the Driver's OCTAP Permit number. An advertisement includes, but is not limited to, the issuance of any card, sign, or device to any person; the causing or allowing the placement of any sign or marking on or in any building or structure; or an advertisement in any media form, including newspaper, magazine, radio wave, satellite signal, or any electronic transmission, or in any directory soliciting Taxicab transportation services.

7. REPORTING VIOLATIONS OF OCTAP REGULATIONS

OCTAP may investigate for violations of OCTAP Regulations and issue any appropriate administrative actions, including fines. OCTAP will not investigate any reports of alleged illegal Taxicab operation, such as bandit Taxicab activity, but may refer such reports to the local code or law enforcement agency. A person reporting a violation must provide OCTAP with their name and contact information.

Reports alleging illegal Taxicab operation or violation of the OCTAP Regulations shall require all of the following information be provided:

- Date, time and location;
- Description of activity;
- Vehicle's license plate number, color, make and model, and any distinctive characteristics.

Reports alleging a violation of Government Code § 53075.9 pertaining to advertising must provide a copy or sample of the advertising information (such as the sign, business card, advertising display, webpage, electronic recording or phone directory) evidencing non-compliance with the statute.

8. APPEALS AND ADMINISTRATIVE HEARINGS

In the event a permit is denied, suspended, revoked, or a penalty is imposed, the applicant, Permittee, or Driver shall be notified in writing of the adverse action and the reason(s) supporting it.

8.1 Notice of Appeal.

No later than ten (10) calendar days following the date on the notice of adverse action, the applicant, Permittee, or Driver may submit a written appeal on a form provided by OCTAP. The applicant, Permittee, or Driver shall set forth in the appeal the reason(s) why such action is not proper. Failure to file a timely appeal shall constitute a waiver of the right to an appeal.

8.2 Stay.

Except as provided in Section 8.3., if an appeal is properly filed the adverse action shall be stayed pending the final determination on appeal.

8.3 Stay, Exception.

If OCTAP determines that the continued operation of a Taxicab, possession of a Company Permit, or possession of a Driver Permit represents a health or safety hazard for the public, the adverse action shall not be stayed pending the final determination on appeal.

8.4 Initial Review of Appeal.

If an appeal is timely filed, OCTAP shall either make the final decision regarding the appeal or shall assign a hearing officer to make the final decision regarding the appeal. OCTAP may review the appeal and any additional information provided therein and shall have the discretion to determine the appropriate action in response to the appeal.

8.5 Hearing Officer.

In the event OCTAP elects to assign a hearing officer to decide the appeal then the following shall apply:

- 8.5.1 The hearing officer shall not have participated in the decision which is the subject of the appeal.
- 8.5.2 The hearing officer shall expeditiously schedule the appeal hearing.
- 8.5.3 The appellant and OCTAP shall each have the right to appear in person and be represented by legal counsel or other representative, to present evidence, to call and cross-examine witnesses under oath, and to present argument.
- 8.5.4 The formal rules of evidence shall not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible.
- 8.5.5 Hearsay evidence may be considered by the hearing officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence.
- 8.5.6 OCTAP may promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.
- 8.5.7 The hearing officer shall have the discretion to determine the appropriate action in response to the appeal.
- 8.5.8 The decision of the hearing officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.
- 8.5.9 If the hearing officer decides to suspend or revoke a permit, the appellant shall immediately surrender the permit to OCTAP.

8.6 Administrative Hearings.

Administrative hearings may be held at the discretion of OCTAP when the denial, suspension, or revocation of a Company Permit or Driver Permit, or other administrative actions, are initiated for good cause and in the interest of the health, welfare, and safety of the public.

9. PERMIT FEES AND TAXICAB FARES

9.1 OCTAP Permit Fees.

A schedule for Permit fees will be proposed by OCTAP, reviewed by the Steering Committee, and approved by the OCTA Board of Directors in the amount necessary to recover all costs incurred by OCTA in the administration of OCTAP. The fee schedule adopted by the OCTA Board of Directors is attached hereto as "Attachment 1."

9.2 Metered Rates.

Taxicab metered rates are established by OCTAP for on-demand (flagged) trips.

- 9.2.1 Each Agency agrees to adopt the metered rates approved by the OCTAP Steering Committee, which is attached hereto as "Attachment 2."
- 9.2.2 Proposed revisions to the Metered Rates will be provided by OCTAP to the Steering Committee for approval, or the Steering Committee may approve consideration of a revised Metered Rate recommended by a member.

9.3 Refund Policy.

There shall be no refund of any portion of the fees described in the OCTAP Regulations.

10. AMENDMENTS TO REGULATIONS

10.1 Administrative Amendments.

The Steering Committee may adopt administrative amendment(s) to the OCTAP Regulations. OCTAP shall notify each Agency and the OCTA Board of Directors of any changes adopted pursuant to this Section.

10.2 Substantive Amendments.

Notwithstanding Section 10.1, the Steering Committee is not authorized to adopt substantive amendments to the OCTAP Regulations. Any substantive amendment shall be recommended by the Steering Committee and be approved by each Agency. These amendments shall be effective only in the Area of Jurisdiction of each Agency that has approved the amendment(s). For purposes of this Section, a substantive amendment is defined as an amendment likely to have any of the following effects:

- 10.2.1. Affect the rights, responsibilities, and participation of any Agency (such an amendment must also be approved by the OCTA Board of Directors).

- 10.2.2. Decrease the number of Companies or the number of Taxicabs operating in the Area of Jurisdiction of any Agency.
- 10.2.3. Affect the purpose of the OCTAP Regulations.

10.3 OCTAP Permit Fees and Taxicab Metered Rates.

- 10.3.1. Sections 10.1 and 10.2 above shall not apply to an amendment to the OCTAP fee schedule, attached hereto as Attachment “1,” which is adopted by the OCTA Board of Directors.
- 10.3.2. An amendment of the Taxicab Metered Rates for On-Demand (Flagged) Trips attached hereto as “Attachment 2” and adopted pursuant to Section 9.2 of these Regulations shall be considered an administrative amendment pursuant to Section 10.1 in order to ensure uniformity of fares within Orange County.

--End of Regulations--

i

OCTAP Regulations – Attachment 1

ORANGE COUNTY TAXI ADMINISTRATION PROGRAM

OCTAP FEE STRUCTURE

Approved: March 11, 2019

Effective: April 1, 2019

Company Permit

Two-Year Permit	\$3,334
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Vehicle Permits (per vehicle)

Two-Year Permit	\$639
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Driver Permits

Two-Year Permit	\$250
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Fees shown are paid to OCTAP. Additional fees are paid by driver for drug testing, fingerprinting, and/or background check.

OCTAP Regulations – Attachment 2**ORANGE COUNTY APPROVED TAXICAB METERED RATES
FOR ON-DEMAND (FLAGGED) TRIPS****Effective: April 1, 2019**

\$3.50 for the flag drop and first 1/5 mile
\$0.55 for each 1/5 mile, after the first 1/5 mile (\$2.75 per mile)
\$32.00 per hour wait time (Approximately \$0.53 per minute)

No Extra Charge for Additional Passengers.

OCTAP Regulations – Attachment 3

OCTAP ADMINISTRATIVE ACTION AND FINES SCHEDULE

Effective: April 1, 2019

Applies to Taxicab Permittee	DESCRIPTION	FINES (per occurrence)	ACTION
	Advertising Failure to include, in any form of advertisement; the company permit number and company name associated with the permit.	Up to \$5,000	Escalating fines per advertising occurrence, up to \$5,000 per incident.
	Taxicab permit Valid permit must be affixed to taxicab. Not in Service signs required if cab is not available for service.	\$500	Warning or suspension of company permit and revocation of all taxicab permits. Renewal, replacement, or re-inspection and fees apply.
	Random drug and alcohol testing Failure to maintain program in accordance to the policy submitted to OCTAP.	\$500	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Unauthorized driver Allowing a non-permitted individual or a driver to operate a taxicab without establishing a lease or owner-operator agreement.	\$500	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Insurance Failure to submit renewal at least one business day prior to policy expiration, incomplete submission, unqualified insurance provider, or inadequate coverage.	\$250	Suspension of company permit and revocation of vehicle permits on insurance policy expiration date. Re-inspection and fees apply.
	Fares Operating or allowing a driver to use a rate higher than authorized fares.	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees may apply.
	Failure to Cooperate or Comply with Regulations Failure to respond or provide documents requested by OCTAP and any failure to comply with regulations not specifically addressed in Administrative Action and Fines.	\$250	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Vehicle Registration Expired vehicle registration or operating a vehicle not registered to the OCTAP Permittee or affiliated permitted driver.	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Taximeter or Approved Metering Device Broken or missing seals, outdated seals, non-functioning meter, or a taximeter or metering device that charges a fare other than the authorized metered rate.	\$100	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Dispatch Failure to provide reservation and dispatch services or records in accordance to company policy submitted to OCTAP, or failure to provide dispatch records to OCTAP upon request.	\$100	Fine will increase to \$250 after second offense in a 24 month period. May result in suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	DMV Pull Notice Program Failure to maintain an active program, to enroll driver(s), to notify OCTAP of non-qualified driver(s) as required, or to provide pull notice records to OCTAP upon request.	\$100	Warning or suspension of company permit and revocation of vehicle permits. Fine may increase for repeated occurrences

Attachment: Attachment 1 - LH - OCTAP Regulations Resolution (1844 : OCTAP Regulations)

Applies to Taxicab Driver	Customer Information Failure to display required interior information; out of service sign.	\$50	Warning. Re-inspection and fees apply.
	Driver Affiliation Notification Failure to notify OCTAP of non-qualified or unauthorized driver(s) within 48 hours.	\$50	Warning or suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Advertising Failure to include in any advertisement the OCTAP issued company and driver permit number and affiliated taxicab company name.	Up to \$5,000	Escalating fines per occurrence, up to \$5,000 per incident.
	Operating an Unsafe Vehicle Driver shall ensure daily that the taxicab meets all safety and inspection standards prior to placing the taxicab in service.	\$250	Vehicle may be placed Out of Service. Re-inspection and fees may apply.
	Fares Failure to run taximeter or approved metering device; charging a fare that exceeds authorized metered rate for on demand (flagged) trip; or charging more than the agreed-upon price for prearranged trips booked through the permitted taxicab company.	\$250	Repeated occurrence may result in suspension or revocation of Driver Permit.
	Failure to Comply with Regulations Allowing another person to use your driver permit, a non-permitted person, or driver not affiliated with Permittee to operate your taxicab. Operating a taxicab without a lease or operating agreement with Permittee; and any other failure to comply with regulations not specifically addressed in Administrative Action and Fines.	\$250	Warning, suspension, or revocation of driver permit.
	Acceptance of Payments Failure to accept Visa and/or MasterCard payments.	\$100	Warning, suspension, or revocation of driver permit for repeat offenses.
	Company Affiliation Driving a taxicab for a company not identified on your driver permit.	\$100	Warning, suspension, or revocation of driver permit.
	Failure to Cooperate Fail to respond to requests, or to provide documents requested by OCTAP staff.	\$100	Warning, suspension, or revocation of driver permit.
	Altered Permit Possession or use of an altered OCTAP permit.	\$100	Warning, suspension, or revocation of driver permit.
	Taximeter Broken or missing seals, outdated seals, non-functioning meter.	\$50	Taxicab will be placed Out of Service. Re-inspection and fees will apply
	Receipt Failure to provide a receipt or to provide a receipt that meets requirements set forth in regulations.	\$25	Re-inspection and fees may apply.
	Driver Permit Failure to display as required.	\$25	Fine increases to \$50 after second offense in a 24 month period.
	Insurance and Registration Failure to produce evidence of current insurance and/or registration	\$25 per item	Fines increasing to \$50 per item after second offense in a 24 month period.

Attachment: Attachment 1 - LH - OCTAP Regulations Resolution (1844 : OCTAP Regulations)

ATTACHMENT 2

ORDINANCE NO. 2019-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING SECTION 4-44.060 (APPLICATION FOR PERMITS) OF CHAPTER 4-44 (TAXI ADMINISTRATION PROGRAM) OF TITLE 4 (BUSINESS REGULATIONS) OF THE LAGUNA HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 4-44.060 (Application for permits) of Chapter 4-44 (Tax Administration Program) of Title 4 (Business Regulations) of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

4-44.060 Application for permits.

Application for a driver's permit, taxicab vehicle permit, or taxicab business permit shall be made to OCTAP, upon a form provided by OCTAP, and shall be accompanied by an application fee sufficient to cover the administrative costs of processing said application as established by OCTAP.

SECTION 2. This Ordinance shall take effect on _____, 2019, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 3. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code and any City Council Resolutions or Ordinances, or portions thereof or in conflict therewith.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 5. 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 ____th day of ____ 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2019-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 14th day of May 2019, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the ____ day of _____ 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2019-X, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING SECTION 4-44.060 (APPLICATION FOR PERMITS) OF CHAPTER 4-44 (TAXI ADMINISTRATION PROGRAM) OF TITLE 4 (BUSINESS REGULATIONS) OF THE LAGUNA HILLS MUNICIPAL CODE

on the _____ day of _____ 2019, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2019, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Attachment 2 - LH_2019 Ordinance re OCTAP Permits (1844 : OCTAP Regulations)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 14, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Election of New Mayor

RECOMMENDATION: That the City Council nominate and elect a mayor.

SUMMARY:

Mayor Dore J. Gilbert, M.D., submitted a letter, dated May 3, 2019, to the City Manager and City Clerk indicating his intention to step down as Mayor of the City of Laguna Hills. His letter is included as an Attachment to this report. As a matter of practice, the City has always used a one-year term of office for both the mayor and mayor pro tempore. Mayor Gilbert's term of office began on December 11, 2018, and will continue through December 10, 2019. Staff recommends that the City Council nominate and elect a new mayor to serve for the remainder of Mayor Gilbert's current term of office as mayor, through December 10, 2019.

As indicated in his letter, it should be noted that Mayor Gilbert will continue to serve in his role as Council Member through the remainder of his current term of office as an elected Council Member.

It is recommended that the City Council utilize the same procedures normally followed by the Council when electing a mayor each year. This procedure includes nominations from Council Members for the office of mayor. Nominations do not require a second. After the close of nominations, a vote is taken by the City Council on the nominations, and the results and newly elected mayor are announced.

ATTACHMENTS:

- Letter



CITY OF LAGUNA HILLS

City Council

MAYOR

Dore J. Gilbert, M.D.

MAYOR PRO TEMPORE

Janine Heft

COUNCIL MEMBERS

Erica Pezold

Don Sedgwick

Dave Wheeler

May 3, 2019

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

RE: Resignation as Mayor

Dear Don,

Please accept this letter as my notification to step down as Mayor of the City of Laguna Hills.

In Council Member Sedgwick's current role as a congressional candidate for the 45th District, he has been representing our City on a daily basis. With almost twenty-five years of public service as a local elected official, Council Member Sedgwick has exhibited exemplary leadership skills and has represented the City with dignity and class. Therefore I, Dore J. Gilbert, M.D., would like to step down as Mayor and do hereby recommend Council Member Sedgwick for consideration. He will be representing the City of Laguna Hills as a congressional candidate for the balance of this year and it would make sense that he does so as our Mayor.

I will continue to serve as a Council Member for the remainder of my term.

Sincerely,

Dore J. Gilbert, M.D.

Mayor

c: Council Members
City Clerk