



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA**

MAY 10, 2016

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

General Business Session at 7:00 PM

Barbara D. Kogerman, Mayor

Don Sedgwick, Mayor Pro Tempore

Andrew Blount, Council Member

Melody Carruth, Council Member

Dore J. Gilbert, M.D., Council Member

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

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

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

CLOSED SESSION - CONVENING AT 6:00 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.

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

Receipt of comment and project opposition letter from attorney Jason Holder of the Holder Law Group, dated March 22, 2016, submitted on behalf of the City of Laguna Beach, challenging the Addendum and the environmental review and analysis for the Five Lagunas Mall Redevelopment Project, a copy of which is on file in the Office of the City Clerk; March 22, 2016 Public Hearing Item Re: Resolution No. PA2016-03-22-1 entitled: "A Joint Resolution of the Planning Agency and City Council of the City of Laguna Hills, California, Adopting a Third Addendum to the City of Laguna Hills Program Environmental Impact Report (State Clearinghouse No. 20080811100) and Approving a Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, Precise Plan No. 2-15-3114, a Request by Merlone Geier Management, LLC, to Redevelop the Laguna Hills Mall Site Located at 24155 Laguna Hills Mall, and Making Certain Findings in Connection Therewith."

B. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Bruce Channing, City Manager
Don White, Assistant City Manager
Melissa Au-Yeung, Assistant to the City Manager

Employee Organization: Laguna Hills City Employees Association,
City Employee Organization

PUBLIC COMMENT ON CLOSED SESSION ITEMS**ADJOURN TO CITY COUNCIL CONFERENCE ROOM****CONVENE INTO CLOSED SESSION****RECONVENE TO CITY COUNCIL CHAMBER****RECESS**



**CITY OF LAGUNA HILLS
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REGULAR MEETING AGENDA
MAY 10, 2016**

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

Barbara D. Kogerman, Mayor

**Don Sedgwick, Mayor Pro Tempore
Andrew Blount, Council Member**

**Melody Carruth, Council Member
Dore J. Gilbert, M.D., Council Member**

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

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GENERAL BUSINESS - RECONVENING 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: MAYOR PRO TEMPORE SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

1.2 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM DEAN MORASH, PRESIDENT, SO CAL CLASSIC CAR STORAGE.

1.3 CERTIFICATE OF RECOGNITION FOR CLIFF JARMIE, HEAD COACH OF THE LAGUNA HILLS HIGH SCHOOL WRESTLING TEAM

RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CERTIFICATE OF RECOGNITION TO CLIFF JARMIE, HEAD COACH OF THE LAGUNA HILLS HIGH SCHOOL WRESTLING TEAM.

1.4 TEN YEAR ANNIVERSARY AWARD

RECOMMENDATION: THAT MAYOR KOGERMAN RECOGNIZE TODD SMYSER, COMMUNITY SERVICES SENIOR LEADER, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

1.5 PRESENTATION OF PROCLAMATION FOR "DROWNING PREVENTION AWARENESS"

RECOMMENDATION: THAT THE CITY COUNCIL ISSUE A PROCLAMATION DECLARING MAY THROUGH OCTOBER AS "DROWNING PREVENTION AWARENESS" AND THAT MAYOR KOGERMAN PRESENT THE PROCLAMATION TO MIKE CONTRERAS, BATTALION CHIEF, ORANGE COUNTY FIRE AUTHORITY.

1.6 AGE WELL SENIOR SERVICES PRESENTATION TO THE CITY OF LAGUNA HILLS

RECOMMENDATION: THAT MAYOR KOGERMAN RECEIVE AN APPRECIATION PLAQUE FROM DR. MARILYN DITTY, CHIEF EXECUTIVE OFFICER, AGE WELL SENIOR SERVICES, INC., RECOGNIZING THE CITY'S CONTINUED SUPPORT OF THE FLORENCE SYLVESTER MEMORIAL SENIOR CENTER.

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 12, 2016

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE APRIL 12, 2016, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MAY 10, 2016

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,043,285.44.

3.4 CIVIC CENTER THIRD QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2015/2016

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

3.5 FISCAL YEAR 2016/2017 SCHOOL CROSSING GUARD AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED CROSSING GUARD SERVICES AGREEMENT FOR FISCAL YEAR 2016/2017 WITH ALL CITY MANAGEMENT SERVICES AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

3.6 FISCAL YEAR 2016/2017 TRAUMA INTERVENTION PROGRAM AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED VICTIM SUPPORT SERVICES AGREEMENT FOR FISCAL YEAR 2016/2017 WITH TRAUMA INTERVENTION PROGRAMS, INC. AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

3.7 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS OF THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410A.

3.8 GRANT OF REAL PROPERTY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO MOULTON NIGUEL WATER DISTRICT FOR WATER PRESSURE REDUCING STATION FACILITIES AT: (1) SOUTH SIDE LARGO DRIVE EASTERLY OF SUNBURST AVENUE; AND (2) NORTH SIDE STOCKPORT STREET WESTERLY OF WILKES PLACE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE GRANTING OF EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO MOULTON NIGUEL WATER DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER PRESSURE REDUCING STATION FACILITIES AT: (1) SOUTH SIDE LARGO DRIVE EASTERLY OF SUNBURST AVENUE; AND (2) NORTH SIDE STOCKPORT STREET WESTERLY OF WILKES PLACE AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS.

3.9 AGENCY SERVICE PLAN FOR THE CITY OF LAGUNA HILLS' SENIOR DIAL-A-TAXI PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AGENCY SERVICE PLAN FOR THE CITY OF LAGUNA HILLS' SENIOR DIAL-A-TAXI PROGRAM IN ORDER TO RECEIVE FUNDING FROM THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) SENIOR MOBILITY PROGRAM (SMP).

3.10 THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2015/16

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

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 12, 2016

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE APRIL 12, 2016, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

- 4.5.1 CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A, IN THE MIXED USE (MXU) ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) RESUME THE PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A, IN THE MIXED USE (MXU) ZONE."

- 4.5.2 CONDITIONAL USE PERMIT (CUP) NO. 2-16-3444, A REQUEST BY FUTURES IN EDUCATION, INC. TO ESTABLISH AND OPERATE HALSTROM ACADEMY, AN ALTERNATIVE SCHOOL FOR GRADES 6-12, AT 25201 PASEO DE ALICIA, SUITE 250, (APN 620-221-42), IN THE NEIGHBORHOOD MIXED USE (NMU) ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 2-16-3444; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 2-16-3444, A REQUEST BY FUTURES IN EDUCATION, INC. TO ESTABLISH AND OPERATE HALSTROM ACADEMY, AN ALTERNATIVE SCHOOL FOR GRADES 6-12, AT 25201 PASEO DE ALICIA, SUITE 250, (APN 620-221-42), IN THE NEIGHBORHOOD MIXED USE (NMU) ZONE."

- 4.5.3 CONDITIONAL USE PERMIT (CUP) NO. 3-16-3469, A REQUEST BY MEHDI MOTADI TO ESTABLISH AND OPERATE GOLDEN TOUCH, A VEHICLE BODY REPAIR AND PAINT BUSINESS, AT 22912 EL PACIFICO DRIVE (APN 588-061-16) IN THE MIXED USE (MXU) ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 3-16-3469; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-16-3469, A REQUEST BY MEHDI MOTADI TO ESTABLISH AND OPERATE GOLDEN TOUCH, A VEHICLE BODY REPAIR AND PAINT BUSINESS, AT 22912 EL PACIFICO DRIVE (APN 588-061-16) IN THE MIXED USE (MXU) ZONE."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

- 5.1 PUBLIC HEARING ON 2016 WEED, RUBBISH, AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, RECEIVE AND CONSIDER ALL OBJECTIONS; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND."

6. ADMINISTRATIVE REPORTS

- 6.1 City Manager

- 6.2 Public Services Director/City Engineer

- 6.2.1 LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171, STATUS REPORT

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO EITHER:

- (1) PROCEED WITH THE ENTIRE LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171, INCLUDING THE ACQUISITION OF RIGHT-OF-WAY AND A FUTURE BUDGET AMENDMENT; OR
- (2) DEFER RIGHT-OF-WAY ACQUISITION AND SEEK APPROVAL FROM THE STATE OF CALIFORNIA ACTIVE TRANSPORTATION PROGRAM FOR ADDITIONAL FUNDING AND/OR A RESCOPING OF THE PROJECT TO ONLY WIDEN THE NORTHERLY LA PAZ ROAD SIDEWALK; OR
- (3) CANCEL THE RIGHT-OF-WAY ACQUISITION AND PROJECT CONSTRUCTION UPON COMPLETION OF THE DESIGN WORK AND DEFER THE PROJECT FOR FUTURE FUNDING OPPORTUNITIES.

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

7.1 MAYOR PRO TEMPORE SEDGWICK

7.1.1 ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION REQUEST FOR FUNDING SUPPORT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE DONATION OF \$5,000 TO THE ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION.

8. CITY COUNCIL MEMBER COMMENTS

9. CLOSED SESSION

ADJOURNMENT

The next Regular Meeting of the City Council will be May 24, 2016, 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 6, 2016, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

May 6, 2016

DATE

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

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

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



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

**ISSUE: CERTIFICATE OF RECOGNITION FOR CLIFF JARMIE, HEAD COACH OF
THE LAGUNA HILLS HIGH SCHOOL WRESTLING TEAM**

**RECOMMENDATION: THAT MAYOR KOGERMAN PRESENT A CERTIFICATE OF
RECOGNITION TO CLIFF JARMIE, HEAD COACH OF THE LAGUNA HILLS HIGH
SCHOOL WRESTLING TEAM.**

SUMMARY:

Laguna Hills High School has developed an outstanding athletic program and for over thirty-five years the Laguna Hills High School wrestling program has consistently been one of the best throughout the state under the direction of Head Coach Cliff Jarmie. Coach Cliff Jarmie will be retiring in June and the City Council would like to recognize Coach Jarmie for his significant accomplishments.

Coach Jarmie started at Laguna Hills High School in 1979 as an Assistant Coach to Del Schwartz and has been the head coach at Laguna Hills High School since the 1983/1984 season. His teams have won 19 consecutive league championships, and have amassed a 479-81 win-loss record. Coach Jarmie's teams have won 13 CIF Championships and have ended the season ranked #1 in Orange County eight times. Coach Jarmie was inducted into the National Wrestling Hall of Fame in 2010 for Lifetime Service to Wrestling and into the California Wrestling Hall of Fame in 2013 as a Distinguished Member. Coach Jarmie has ranked in the top ten of all active high school wrestling coaches in America.

ATTACHMENTS:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

COACH CLIFF JARMIE LAGUNA HILLS HIGH SCHOOL Wrestling Head Coach

WHEREAS, *the Laguna Hills City Council recognizes that the many benefits derived from participation in high school athletics are significantly influenced by the Coaches who must exhibit outstanding dedication, commitment, and hard work in order to successfully mold the talents, energies, and enthusiasm of their athletes; and*

WHEREAS, *Coaches not only inspire, motivate, and encourage personal well-being through wholesome interaction with others, they teach the importance of hard work and good sportsmanship, develop character, and instill the competitive will to win; and*

WHEREAS, *during his 37-year tenure at Laguna Hills High School, 34 years of which he has served as head coach of the LHHS Wrestling program, Coach Cliff Jarmie has exemplified these traits as he has led his team to 19 consecutive league championships, 13 CIF championships, the team has been ranked #1 in Orange County for eight seasons; and he is finishing his career with an overall record of 479-81; and*

WHEREAS, *Coach Cliff Jarmie was elected to the California Wrestling Hall Fame and the California Chapter of the National Wrestling Hall of Fame; was the Orange County Coach of the Year seven times; and ranked in the top ten of all active high school wrestling coaches in America; and*

WHEREAS, *Coach Cliff Jarmie's many contributions to both athletic and academic excellence will be remembered by Laguna Hills High Schools' many student athletes, faculty, and community alike.*

NOW, THEREFORE, I, Barbara Kogerman, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Coach Cliff Jarmie for his dedication to the Laguna Hills High School wrestling program for the past 37 years and on his many remarkable accomplishments during his tenure.

Dated this 10th day of May 2016

BARBARA D. KOGERMAN, MAYOR



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

ISSUE: TEN YEAR ANNIVERSARY AWARD

RECOMMENDATION: THAT MAYOR KOGERMAN RECOGNIZE TODD SMYSER, COMMUNITY SERVICES SENIOR LEADER, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENT A CERTIFICATE OF RECOGNITION AND GIFT.

SUMMARY:

At this meeting Mayor Kogerman will recognize Todd Smyser, Community Services Senior Leader, for ten years of service to the City of Laguna Hills. Todd was hired as a Senior Leader on April 3, 2006.

Employees are recognized when they have been with the City for five years with a Certificate of Recognition and a Laguna Hills pen and pencil set. Employees with ten and fifteen years of service are recognized at a City Council meeting with the Mayor presenting a Certificate of Recognition and a gift.

ATTACHMENT:

- Certificate of Recognition

CERTIFICATE OF RECOGNITION

TODD SMYSER Senior Leader Ten Year Service Award

WHEREAS, Todd Smyser has served as a full-time employee for the City of Laguna Hills since April 3, 2006; and

WHEREAS, it is the policy and practice of the City of Laguna Hills to attract and retain highly qualified and motivated people; and

WHEREAS, Todd Smyser has served the City of Laguna Hills in a professional, caring, and conscientious manner for ten years; and

WHEREAS, Todd's service has greatly contributed to the overall success of the City in its efforts to provide quality local government services, programs, and projects to the residents and businesses of Laguna Hills; and

WHEREAS, it is an honor to recognize the length and quality of Todd's service to the City.

NOW, THEREFORE, I, Barbara Kogerman, Mayor, on behalf of the City Council, do hereby express appreciation to Todd Smyser for ten years of service to the City of Laguna Hills.

Dated this 10th day of May 2016.

BARBARA D. KOGERMAN, MAYOR



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

ISSUE: PRESENTATION OF PROCLAMATION FOR "DROWNING PREVENTION AWARENESS"

RECOMMENDATION: THAT THE CITY COUNCIL ISSUE A PROCLAMATION DECLARING MAY THROUGH OCTOBER AS "DROWNING PREVENTION AWARENESS" AND THAT MAYOR KOGERMAN PRESENT THE PROCLAMATION TO MIKE CONTRETAS, BATTALION CHIEF, ORANGE COUNTY FIRE AUTHORITY.

SUMMARY:

The City received a request from the Orange County Fire Authority (OCFA) to issue a proclamation declaring the City's participation in the "Always Watch Your Children Around Water" and "Never Swim Alone" campaign from May through October. Staff is recommending that the City Council issue the proclamation to be presented to OCFA Battalion Chief Mike Contreras at the May 10, 2016, City Council meeting.

ATTACHMENTS:

- "Drowning Prevention Awareness" Proclamation

PROCLAMATION

DROWNING PREVENTION AWARENESS

MAY THROUGH OCTOBER

WHEREAS, drowning is the leading cause of death and disability in California for children under five years of age, and in 2015 there were five fatal drownings and 35 non-fatal incidents in Orange County; and

WHEREAS, drowning is a major problem for adults 35-64, and as a result there were 21 fatal drownings and five non-fatal incidents in 2015; and

WHEREAS, fatal and non-fatal drowning is a silent event, occurring in as little as two inches of water, and including swimming pools, spas, lakes, the ocean, and any other body of water; and

WHEREAS, the themes of this year's water safety campaign are "Always Watch Your Child Around Water" and "Never Swim Alone," in-depth information will be provided by staff on what Orange County residents can do to prevent drowning; and

WHEREAS, the initiatives set forth in the "ABCs of Water Safety" program will increase public awareness regarding proper procedures to prevent this needless tragedy; and

WHEREAS, the Orange County Fire Authority, in collaboration with the Orange County Task Force on Drowning Prevention, will be taking this opportunity to increase public awareness about drownings through a diverse community outreach campaign; and

WHEREAS, the Orange County Fire Authority will launch its 24-week water safety campaign in May and continue through October.

NOW, THEREFORE, I, Barbara Kogerman, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim the City's participation in the "Always Watch Your Child Around Water" and "Never Swim Alone" campaigns that kick-off in May and continue through October by encouraging all families, parents, residents, schools, recreational facilities, businesses, and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.

Dated this 10th day of May 2016.

BARBARA D. KOGERMAN, MAYOR

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
APRIL 12, 2016**

CLOSED SESSION - CONVENING AT 6:00 P.M.

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

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

Absent: Council Member Blount

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

Receipt of comment and project opposition letter from attorney Jason Holder of the Holder Law Group, dated March 22, 2016, submitted on behalf of the City of Laguna Beach, challenging the Addendum and the environmental review and analysis for the Five Lagunas Mall Redevelopment Project, a copy of which is on file in the Office of the City Clerk; March 22, 2016 Public Hearing Item Re: Resolution No. PA2016-03-22-1 entitled: "A Joint Resolution of the Planning Agency and City Council of the City of Laguna Hills, California, Adopting a Third Addendum to the City of Laguna Hills Program Environmental Impact Report (State Clearinghouse No. 20080811100) and approving a Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, Precise Plan No. 2-15-3114, a Request by Merlone Geier Management, LLC, to Redevelop the Laguna Hills Mall Site Located at 24155 Laguna Hills Mall, and Making Certain Findings in Connection Therewith."

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

There were no Public Comments.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

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

Absent: Council Member Blount

CLOSED SESSION REPORT

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

CITY ATTORNEY SIMONIAN STATED THAT THE CITY COUNCIL MET IN CLOSED SESSION THIS EVENING PURSUANT TO THE CLOSED SESSION AUTHORITY LISTED ON THE AGENDA. AS A RESULT OF THE MEETING, THE CITY COUNCIL VOTED TO APPROVE AND DIRECT THE NEGOTIATION AND PREPARATION OF A TOLLING AGREEMENT BY AND BETWEEN THE CITY OF LAGUNA BEACH, MERLONE GEIER PARTNERS, AND THE CITY OF LAGUNA HILLS IN AN EFFORT TO REACH A MUTUALLY ACCEPTABLE DISPUTE RESOLUTION AND AUTHORIZED THE LAGUNA HILLS CITY MANAGER TO EXECUTE THE TOLLING AGREEMENT WITH AN EFFECTIVE DATE PRIOR TO APRIL 22, 2016. IF THE PARTIES ARE ABLE TO REACH AN AGREEMENT AS TO THE PREPARATION OF A TOLLING AGREEMENT, ONCE FULLY EXECUTED, THE AGREEMENT WILL BE MADE AVAILABLE FOR PUBLIC REVIEW AND INSPECTION UPON REQUEST THROUGH THE CITY CLERK'S OFFICE. ADDITIONALLY, THE TOLLING AGREEMENT, IF PREPARED AND FULLY EXECUTED, WILL BE AGENDIZED FOR PUBLIC REVIEW AT THE NEXT CITY COUNCIL MEETING, BY M/COUNCIL MEMBER GILBERT, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

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

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON CALISTA SHANG.

1.2 SPOTLIGHT ON LOCAL BUSINESS

DEAN MORASH, PRESIDENT OF SO CAL CLASSIC CAR STORAGE, WAS NOT AVAILABLE AT THE MEETING TO GIVE THE PRESENTATION.

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

CHAIR KAREN ROBBINS PROVIDED AN UPDATE ON THE STATUS OF THE 3/5 DARK HORSE COMMITTEE.

1.4 RECOGNITION OF SYDNEY FREDETTE, TOP YOUTH VOLUNTEER IN CALIFORNIA FOR 2016 IN THE 21ST ANNUAL PRUDENTIAL SPIRIT OF COMMUNITY AWARDS

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO SYDNEY FREDETTE.

2. PUBLIC COMMENTS**AERIAL SPRAYING**

Vanessa Christian spoke in opposition to the Orange County Mosquito and Vector Control District's proposal for the aerial spraying of the anti-mosquito chemical Duet. Ms. Christian distributed a letter to City Council written by Bruce Blumberg, Ph.D., Professor, University of California, Irvine.

PROPERTY ASSESS CLEAN ENERGY (PACE) PROGRAM

Addam Ross, a Ygrene Energy Fund representative, asked City Council to consider allowing Ygrene Energy Fund the opportunity to offer their program to property owners in Laguna Hills for the financing of energy efficiency, renewable energy, and water conservation improvements for business and residential projects.

AERIAL SPRAYING

John Wallace spoke in opposition to the Orange County Mosquito and Vector Control District's proposal for the aerial spraying of the anti-mosquito chemical Duet.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).**

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

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

3.2 APPROVAL OF MINUTES FOR MARCH 22, 2016

THE CITY COUNCIL APPROVED THE MINUTES OF THE MARCH 22, 2016, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED APRIL 12, 2016.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$269,743.72.

3.4 AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT WITH ECO/NOMICS, INC. FOR SOLID WASTE COLLECTION, CONTRACTING, AND RECYCLING CONSULTANT SERVICES

THE CITY COUNCIL AUTHORIZED THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT WITH ECO/NOMICS, INC. TO INCREASE THE TOTAL COMPENSATION TO THE CONSULTANT FROM \$150,000 TO \$169,640.

3.5 2016 WEED ABATEMENT PROGRAM

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-04-12-1, 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 10, 2016.

3.6 APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, PHASE VI DEBRIS GATES PROJECT

THE CITY COUNCIL APPROVED THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, AND ADOPTED RESOLUTION NO. 2016-04-12-2 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 PROGRAM, TIER 1 GRANT, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3, FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE VI.

3.7 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

THE CITY COUNCIL: (1) RECEIVED AND FILED A REPORT DEMONSTRATING THE PROPERTY OWNER'S GOOD FAITH COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT; AND (2) FOUND AND DETERMINED 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 2015 TO JANUARY 2016.

3.8 2015 GENERAL PLAN ANNUAL REPORT

THE CITY COUNCIL RECEIVED THE REPORT AND DIRECTED STAFF TO FORWARD THE 2015 GENERAL PLAN ANNUAL REPORT AND ANNUAL ELEMENT PROGRESS REPORT - HOUSING IMPLEMENTATION, TO THE STATE OF CALIFORNIA.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:29 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Sedgwick, Agency Member Carruth, Agency Member Gilbert

Absent: Agency Member Blount

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MARCH 22, 2016

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE MARCH 22, 2016, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER GILBERT.
APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHRAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A, IN THE MIXED USE (MXU) ZONE

Community Development Director Chantarangsu reported that staff received a request from the Applicant to continue the item to the Planning Agency meeting of May 10, 2016, and stated that a comment letter had been received in response to the public hearing notice.

Chair Kogerman opened the Public Hearing, and upon seeing no one rise closed the Public Hearing.

**MOTION TO CONTINUE THE ITEM TO THE MAY 10, 2016, PLANNING AGENCY MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER GILBERT.
APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).**

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:30 p.m. All Council Members were present with the exception of Council Member Blount.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 PUBLIC HEARING TO CONSIDER AN ACTION TO VACATE AND ABANDON A PORTION OF A PUBLIC STREET EASEMENT IN ACCORDANCE WITH THE STREETS AND HIGHWAY CODE SECTION

8320, ET SEQ., LOCATED ON THE WESTERLY SIDE OF AVENIDA DE LA CARLOTA NORTHERLY OF LOS ALISOS BOULEVARD, A FORMER DRIVEWAY ACCESS TO OAKBROOK VILLAGE SHOPPING CENTER, AND RESERVING THEREFROM A PUBLIC UTILITY EASEMENT

Director of Public Services/City Engineer Rosenfield briefly reviewed the information provided in the Staff Report.

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

THE CITY COUNCIL: CONDUCTED A PUBLIC HEARING AND ADOPTED RESOLUTION NO. 2016-04-12-3, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ORDERING THE VACATION AND ABANDONMENT OF A PORTION OF A PUBLIC STREET EASEMENT ON THE WESTERLY SIDE OF AVENIDA DE LA CARLOTA NORTHERLY OF LOS ALISOS BOULEVARD, A FORMER DRIVEWAY ACCESS TO OAKBROOK VILLAGE SHOPPING CENTER, AND RESERVING THEREFROM A PUBLIC UTILITY EASEMENT, BY M/COUNCIL MEMBER GILBERT, S/MAYOR PRO TEMPORE SEDGWICK. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Assistant City Manager

6.2.1. AGREEMENT FOR ANIMAL CONTROL AND SHELTER SERVICES WITH THE CITY OF MISSION VIEJO AND A NON-BINDING MEMORANDUM OF UNDERSTANDING FOR FUNDING THE INTERIOR RENOVATION AND EXPANSION OF THE MISSION VIEJO ANIMAL SERVICES ADMINISTRATION BUILDING BY AND BETWEEN THE CITIES OF LAGUNA HILLS AND RANCHO SANTA MARGARITA AND THE CITY OF MISSION VIEJO

Assistant City Manager White reviewed the information provided in the Staff Report, and summarized the changes to the draft Agreement and Memorandum of Understanding (MOU).

THE CITY COUNCIL APPROVED THE AGREEMENT FOR ANIMAL CONTROL AND SHELTER SERVICES WITH THE CITY OF MISSION VIEJO AND A MEMORANDUM OF UNDERSTANDING FOR FUNDING THE INTERIOR RENOVATION AND EXPANSION OF THE MISSION VIEJO ANIMAL SERVICES ADMINISTRATION BUILDING, BY AND BETWEEN THE CITY OF LAGUNA HILLS AND THE CITY OF MISSION VIEJO, AND

**AUTHORIZED THE MAYOR TO EXECUTE BOTH DOCUMENTS,
BY/M MAYOR KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).**

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

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

8. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER CARRUTH

Council Member Carruth referred to the abandoned Carrow's building on Avenida de la Carlota and inquired if the City has the ability, through the Municipal Code, to require that the owner of the property keep it in a suitable condition to avoid issues with graffiti, etc.

Community Development Director Chantarangsu responded that the City does have the ability to contact the owner with issues that need to be addressed and has done so in the past.

MAYOR KOGERMAN

Mayor Kogerman requested approval from City Council to direct staff to review the sign ordinance with regards to open house signage.

City Attorney Simonian reported that a Staff Report would be brought to City Council for their review and input at a future meeting, which will itemize several of the signage issues and problem areas.

ADJOURNMENT

There being no further business at the City Council session, Mayor Kogerman adjourned the City Council meeting at 7:46 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF MAY 10, 2016.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 10, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
MAY 10, 2016.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,043,285.44.

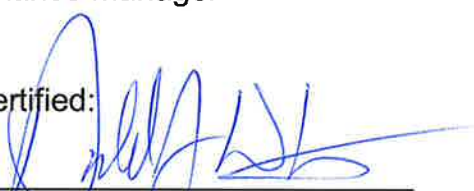
SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:



DONALD J. WHITE
Assistant City Manager

5-3-16
DATE

FISCAL IMPACT:

The warrant register total is \$1,043,285.44.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 05/10/16

Date: 04/28/2016

Time: 1:26 pm

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810771	04/07/2016	Printed		A-0331	AT&T MOBILITY	Wireless Service, Mar '16	63.02
8810772	04/07/2016	Printed		C-0331	MELODY CARRUTH	Meeting Reimbursement, Mar '16	46.88
8810773	04/07/2016	Printed		C-0023	COX COMMUNICATION	T-1 Line, Com Center, Mar '16	323.57
8810774	04/07/2016	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Mar '16	29.00
8810775	04/07/2016	Printed		M-1513	MEEHAN, DANIEL	Petty Cash Replenish, Nov-Mar	214.90
8810776	04/07/2016	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 3/29-4/25	83.16
8810777	04/07/2016	Printed		P-1804	PATROL ONE	Security for Garcia CC Reserv	196.00
8810778	04/07/2016	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Mar	147.25
8810779	04/07/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	K. Reiner., Pool Bond Refund	500.00
8810780	04/07/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Waltons Air, Permit Refund	89.00
8810781	04/07/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	R. Garcia, V# 2003733.002	204.50
8810782	04/07/2016	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Mar '16	14,007.11
8810783	04/07/2016	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Mar '16	1,361.46
8810784	04/12/2016	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure,Mar	9,056.70
8810785	04/14/2016	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 2/28-3/26	8,059.20
8810786	04/14/2016	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Mar '16	14,651.75
8810787	04/14/2016	Printed		A-0358	ARDO, KARL	Contract Inst Svcs, Fitness Cl	24.50
8810788	04/14/2016	Printed		B-0430	BASICS OF SKATEBOARDING	Contract Inst Svcs, Skateboard	525.00
8810789	04/14/2016	Printed		B-0304	BEE MAN, THE	Bee Removal, Pub Svcs, Mar	150.00
8810790	04/14/2016	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Mar	1,367.16
8810791	04/14/2016	Printed		C-1102	CALIFORNIA BUILDINGS	Building Standard Fund,Jan-Mar	854.10
8810792	04/14/2016	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Mar	3,212.50
8810793	04/14/2016	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Mar	1,147.60
8810794	04/14/2016	Printed		C-1022	CDW GOVERNMENT, INC.	Computer Hardware, Admin	1,585.57
8810795	04/14/2016	Printed		C-0455	CNC ENGINEERING	Professional Services, CIP#171	15,573.75
8810796	04/14/2016	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	1,522.83
8810797	04/14/2016	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Mar '16	4,667.75
8810798	04/14/2016	Printed		C-0023	COX COMMUNICATION	T-1 Line, Wi-Fi CC & CH, Apr	902.57
8810799	04/14/2016	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Feb	501.47
8810800	04/14/2016	Printed		D-0453	DEPARTMENT OF CONSERVATION	Remittance, SMIP Fee, Jan-Mar	3,993.05
8810801	04/14/2016	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Mar '16	91.00
8810802	04/14/2016	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans,Apr	130.63
8810803	04/14/2016	Printed		E-0544	ECONOLITE CONTROL PRODUCTS,INC	Traffic Monitoring Equipment	4,708.80
8810804	04/14/2016	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	899.50
8810805	04/14/2016	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	215.60
8810806	04/14/2016	Printed		E-0588	ENVIRONMENTAL SYS RESEARCH,INS	Software Maint, GIS System	7,176.00
8810807	04/14/2016	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Pub Svcs	1,026.00
8810808	04/14/2016	Printed		H-0804	HINDERLITER, DE LLAMAS & ASSOC	Sales Tax 1stQtr,AuditSales3rd	2,681.60
8810809	04/14/2016	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, Mar	114.31
8810810	04/14/2016	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	3,943.10
8810811	04/14/2016	Printed		C-1007	LAW ENFORCEMENT	FingerprintID Sys, Comm Sys	820.25
8810812	04/14/2016	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	50.40
8810813	04/14/2016	Printed		M-1502	MIGLIACCIO, JENNIFER	Cntr Inst Svcs Early Childhood	5,040.00
8810814	04/14/2016	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Mar	7,682.63
8810815	04/14/2016	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly and Misc Landscape,Apr	74,889.24
8810816	04/14/2016	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	207.16
8810817	04/14/2016	Printed		O-1500	ORANGE COUNTY REGISTER	Subscription, CC, 04/18-07/18	99.68
8810818	04/14/2016	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Feb	2,298.50
8810819	04/14/2016	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing	18.87
8810820	04/14/2016	Printed		R-1943	RAMIREZ, CHRISTINA	Mileage Reimb., Admin, Feb-Mar	14.04
8810821	04/14/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Sumits Yoga, Site Dev Plan	200.00

Check Register Report

Warrant Register 05/10/16

Date: 04/28/2016

Time: 1:26 pm

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810822	04/14/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Davenport Ptds, C&D Deposit	2,247.70
8810823	04/14/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Repipe 1, Permit	401.00
8810824	04/14/2016	Printed		R-1872	REFUND, COMMUNITY SVCS PROGRAM	D. Ho, V# 2003739.002	20.00
8810825	04/14/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Nu Tau Lambda, V# 2003735.002	65.00
8810826	04/14/2016	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	10,000.00
8810827	04/14/2016	Printed		R-1946	RK ENGINEERING GROUP, INC.	Traffic Study, 5 Lagunas	1,155.00
8810828	04/14/2016	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Pub Svcs	1,560.00
8810829	04/14/2016	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Mar '16	249.09
8810830	04/14/2016	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Apr '16	1,062.30
8810831	04/14/2016	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Mar '16	10,293.12
8810832	04/14/2016	Printed		S-2250	SPARKLETT'S	Operating Sup., CS & CH, Mar	239.64
8810833	04/14/2016	Printed		S-1907	SPRINT	Communication Expense, CS,Mar	87.38
8810834	04/14/2016	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	32.00
8810835	04/14/2016	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Mar '16	10,257.61
8810836	04/14/2016	Printed		S-2016	SYSTEMS INTERNATIONAL	Install Tribute Banners	2,980.00
8810837	04/14/2016	Printed		T-2681	TOTALFUNDS BY HASLER	Postage Replenishment, Apr '16	1,000.00
8810838	04/14/2016	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Mar '16	100.50
8810839	04/14/2016	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Mar '16	1,379.50
8810840	04/14/2016	Printed		W-2441	WEST COAST MOVEMENT PROJECT,	Contract Inst Svcs., Dance	259.00
8810841	04/14/2016	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Mar '16	1,195.16
8810842	04/21/2016	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Apr	221.40
8810843	04/21/2016	Printed		C-0023	COX COMMUNICATION	Signal System, Pub Svcs, Apr	130.00
8810844	04/21/2016	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Aug '15	60.00
8810845	04/21/2016	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenishment, Mar	1,184.04
8810846	04/21/2016	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC & Comm Ctr, Mar	26,743.25
8810847	04/21/2016	Printed		W-2300	WHITE, DONALD	Travel Reimb., Admin Svcs, Apr	25.08
8810848	04/28/2016	Printed		A-0141	APWA	Micro Paver Enhancement Fee	550.00
8810849	04/28/2016	Printed		A-0309	AT&T- CALNET 2	Alarm, CC, Apr '16	69.12
8810850	04/28/2016	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Apr	905.06
8810851	04/28/2016	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Mar '16	48,955.14
8810852	04/28/2016	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	363.22
8810853	04/28/2016	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Feb '16	5,670.24
8810854	04/28/2016	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Mar	652.50
8810855	04/28/2016	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Apr '16	25.72
8810856	04/28/2016	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	213.50
8810857	04/28/2016	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	289.80
8810858	04/28/2016	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Mar '16	69.90
8810859	04/28/2016	Printed		I-0907	IMAGES BY DWAYNE	Operating Supplies, Apr '16	16.20
8810860	04/28/2016	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	1,878.82
8810861	04/28/2016	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Apr '16	516.43
8810862	04/28/2016	Printed		G-0709	JOE A. GONSALVES & SON	Legislative Services, May	2,900.00
8810863	04/28/2016	Printed		J-1062	JOE DONALDSON DESIGNS	Program Expense, 1/2 Marathon	250.00
8810864	04/28/2016	Printed		C-1007	LAW ENFORCEMENT	FingerprintID Sys, Comm Sys	5,189.59
8810865	04/28/2016	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Apr '16	549,499.53
8810866	04/28/2016	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	635.60
8810867	04/28/2016	Printed		M-1513	MEEHAN, DANIEL	1/2 Marathon & 5K Event	1,250.00
8810868	04/28/2016	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	487.62
8810869	04/28/2016	Printed		M-1583	MOORE IACOFANO GOLTSMAN, INC.	Planning Services, Com Dev.Mar	458.75
8810870	04/28/2016	Printed		M-1475	MUSCO SPORTS LIGHTING, LLC	Lighting Maint, Parks, Apr '16	3,969.24

5/10/2016 ITEM NO. 3.3

Check Register Report

Warrant Register 05/10/16

Date: 04/28/2016

Time: 1:26 pm

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CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810871	04/28/2016	Printed		M-1535	MUSIC MOVES ACADEMY, INC.	Contract Inst Svcs, Music	2,835.00
8810872	04/28/2016	Printed		N-1411	NATIONAL RECREATION AND PARK	Membership, Com Services	165.00
8810873	04/28/2016	Printed		N-1474	NIEVES LANDSCAPE, INC.	Other Assorted Landscape	6,100.00
8810874	04/28/2016	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	895.20
8810875	04/28/2016	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Mar '16	1,697.27
8810876	04/28/2016	Printed		P-1824	PACKET FUSION, INC.	Phone Equipment, Apr '16	353.74
8810877	04/28/2016	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Mar	3,275.00
8810878	04/28/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	J. Thornton, Permit Fees	302.14
8810879	04/28/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. Allegaert, V# 2003744.002	250.00
8810880	04/28/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	L. Hughes, V# 2003746.002	250.00
8810881	04/28/2016	Printed		R-1855	RICHARD FISHER ASSOCIATES	Prof. Svcs, Oakbrook	1,102.05
8810882	04/28/2016	Printed		R-1967	RUSSELL, RICHARD WYATT	Contract Inst Svcs, Tennis	456.00
8810883	04/28/2016	Printed		S-2214	SIGN A RAMA	Program Supplies, CS, Mar '16	302.40
8810884	04/28/2016	Printed		S-1944	SOUTHERN CALIF MUN ATHLETIC	Program Class Insurance, CS	796.25
8810885	04/28/2016	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	542.50
8810886	04/28/2016	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Services, Apr '16	1,014.84
8810887	04/28/2016	Printed		T-2042	TRAUMA INTERVENTION PROGRAMS	Community Program, TIP, Apr-Jun	910.32
8810888	04/28/2016	Printed		U-2163	USA DANCE, INC.	Contract Inst Svcs, Dancing	196.00
8810889	04/28/2016	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Feb-Mar	59,462.00
8810890	04/28/2016	Printed		W-2389	WOLFE ENGINEERING & DESIGN	Professional Svcs, CIP # 175	10,889.60
8810891	04/28/2016	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Mar	56,357.72
Total Checks: 121					Checks Total (excluding void checks):		1,043,285.44
Total Payments: 121					Bank Total (excluding void checks):		1,043,285.44
Total Payments: 121					Grand Total (excluding void checks):		1,043,285.44



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER**

**ISSUE: CIVIC CENTER THIRD QUARTER FINANCIAL REPORT FOR FISCAL YEAR
2015/2016**

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

SUMMARY:

This Civic Center 3rd Quarter Financial Report for Fiscal Year 2015/2016 is intended to provide the City Council with an overview of the Civic Center leasing operation finances over the January 2016 through March 2016 period.

The abridged Balance Sheet and income statement summary for the Laguna Hills Civic Center leasing operation is shown below in Tables 1 & 2. As of March 31, 2016, the balance sheet shows equity of \$17,679,908.

**Table 1: Abridged Balance Sheet
As of March 31, 2016**

ASSETS	
Total Current Assets	\$ 169,041
Total Fixed Assets	\$ 17,580,832
TOTAL ASSETS	\$ 17,749,874
LIABILITY & EQUITY	
Total Current Liabilities	\$ 69,966
Total Equity	\$ 17,679,908
TOTAL LIABILITIES & EQUITY	\$ 17,749,874

**Table 2: Income Statement Summary
For the Year Ended March 31, 2016**

	Actuals	Budgeted	Variance
Total Income	\$ 424,345	\$ 403,863	\$ 20,482
Total Expenses	\$ 354,272	\$ 369,080	\$ (14,808)
NET INCOME/(LOSS)	<u>\$ 70,073</u>	<u>\$ 34,783</u>	

As shown in Table 2 Essex Realty, the management company for the property, reported a net income of \$70,073 for the nine months of leasing activity from July 1, 2015 to March 31, 2016. After adding back contra rent revenue associated with the City's occupied spaces the effective net income for the period is \$482,547.

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

ATTACHMENTS:

- Balance Sheet as of March 31, 2016
- Income Statement for the Period Ending March 31, 2016
- Check Register for January, February, and March 2016

Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Date: 3/30/2016
Time: 01:51 PM

Accrual

Report includes an open period. Entries are not final.

Mar 2016

ASSETS

CURRENT ASSETS

Cash - Operating	7,030.46
Cash - MMA	125,472.09

TOTAL CASH AND CASH EQUIVALENTS	132,502.55
--	-------------------

Accounts Receivable	17,320.21
Prepaid Insurance	19,218.66

NET ACCOUNTS RECEIVABLE	36,538.87
--------------------------------	------------------

TOTAL CURRENT ASSETS	169,041.42
-----------------------------	-------------------

FIXED ASSETS

Land	2,854,051.00
Building	3,343,004.00
Capital Improvements	9,870,626.37
Tenant Improvements	1,260,650.16
Lease Commissions	249,517.20
Closing Costs	2,983.62

TOTAL FIXED ASSETS	17,580,832.35
---------------------------	----------------------

TOTAL ASSETS	17,749,873.77
---------------------	----------------------

LIABILITIES & EQUITY

CURRENT LIABILITY

Prepaid Rent & CAM	3,618.75
Accounts Payable	334.80
Accrued Expenses	13,201.00
Security Deposits	52,810.99

TOTAL CURRENT LIABILITY	69,965.54
--------------------------------	------------------

LONG TERM LIABILITY

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

EQUITY

Current Yr Earnings	70,073.49
Distribution	(700,000.00)
Capital	6,114,688.39
Paid by Owner	8,855,504.28
Funds from Owner	1,686,863.71
Retained Earnings	1,652,778.36

TOTAL EQUITY	17,679,908.23
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Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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Time: 01:51 PM

Accrual

Report includes an open period. Entries are not final.

Mar 2016

TOTAL LIABILITIES & EQUITY

17,749,873.77

Database: ESSEXREALTY
ENTITY: 742

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

Page: 1
Date: 3/30/2016
Time: 01:51 PM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	9 Months
Thru:	Mar 2016	Mar 2016
INCOME		
RENTAL INCOME		
Rent	92,488.70	827,286.49
Contra Revenue	(45,830.40)	(412,473.60)
CAM Revenue	5,906.61	53,156.27
Contra CAM	(5,028.11)	(45,252.99)
TOTAL RENTAL INCOME	47,536.80	422,716.17
RECOVERY INCOME		
TOTAL RECOVERY INCOME	0.00	0.00
OTHER INCOME		
Late Fee Revenue	0.00	164.23
Other Revenue	0.00	1,245.01
Non-tenant Other Revenue	0.00	200.00
Tenant Reimbursements	(334.80)	0.00
TOTAL OTHER INCOME	(334.80)	1,609.24
TOTAL INCOME	47,202.00	424,325.41

EXPENSES

DIRECT OPERATING EXPENSES

Security-Contracted	0.00	145.00
Security-Fire Alarms	279.00	2,606.20
Cleaning Contract-Janitor	2,668.32	22,936.40
Add'l Cleaning-DayPorter	2,984.01	26,927.56
Cleaning Supplies	0.00	4,336.31
Window Cleaning	1,543.00	1,543.00
Mgmt Fee-Agent	3,866.97	33,563.44
HVAC Contract Services	1,194.40	11,669.30
HVAC Repair/Maint	0.00	8,413.05
Elevator Contract Service	468.94	4,240.82
Waterproofing & Roofing	0.00	1,495.00
Fire, Life, Safety	0.00	725.30
Plumbing Repairs/Supplies	2,004.95	3,811.76
Electrical Repair/Maint	416.03	2,587.63
Doors & Locks	407.00	1,619.50
Floor & Carpet Rpr/Maint	0.00	1,650.00
Pest Control	85.18	685.18
Misc Repair/Maint	0.00	1,765.96
Onsite Maint Personnel	1,128.80	7,996.66
Electricity-General	7,041.48	89,823.70
Gas	172.11	974.03
Water & Sewer	503.44	14,259.05
Property Telephone	342.82	2,606.49
Pkg Lot-Lighting	827.27	5,099.86
Pkg Lot-Sweeping	221.00	1,989.00
Landscaping Contract	2,400.00	21,600.00

Database: ESSEXREALTY
ENTITY: 742

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

Page: 2
Date: 3/30/2016
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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 2016	Mar 2016
Landscaping-Other	0.00	60.00
Landscaping-Interior	361.00	3,257.96
Fountain Maintenance	164.00	2,580.97
Insurance	3,115.98	28,743.82
Insurance - Earthquake	1,645.13	16,176.38
Real Estate Taxes	0.00	4,720.93
TOTAL DIRECT OPERATING EXPENSES	33,840.83	330,610.26
NET OPERATING INCOME	13,361.17	93,715.15
OTHER INCOME & EXPENSES		
Tenant Improvement Exp.	0.00	113.96
Advertising & Promotion	0.00	3,139.75
Legal Fees	0.00	260.00
Admin & Professional Exp.	50.00	9,143.97
Vacant Space Refurb	0.00	198.00
Tenant Space Refurb	0.00	276.50
Repairs & Maint- Indirect	3,015.76	10,529.21
Interest Income	(6.14)	(19.73)
TOTAL OTHER INCOME & EXPENSES	3,059.62	23,641.66
NET INCOME/(LOSS)	10,301.55	70,073.49

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
Date: 2/5/2016
Time: 02:40 PM

01/16 Through 01/16

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							
104126	1/7/2016	01/16	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5160-0000	Cleaning Supplies	M1088692-INA	9/24/2015	10/24/2015	54.00	0.00	54.00
@	111	9/15 Janitorial Supplies - Remaining Balance							
						<i>Check Total:</i>	<i>54.00</i>	<i>0.00</i>	<i>54.00</i>
104127	1/7/2016	01/16	CITYLA	CITY OF LAGUNA HILLS					
742		5499-0000	Electricity-General	742-122115	12/21/2015	12/21/2015	260.84	0.00	260.84
@	742	Utility Cost Mgmt							
						<i>Check Total:</i>	<i>260.84</i>	<i>0.00</i>	<i>260.84</i>
104128	1/7/2016	01/16	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-121015	12/10/2015	12/30/2015	550.07	0.00	550.07
@	169922449540	11/11/15-12/10/15 Mtr #08956098							
742		5502-0000	Water & Sewer	49542-121015	12/10/2015	12/30/2015	56.00	0.00	56.00
@	169922449542	11/11/15-12/10/15 Mtr #00036069							
742		5502-0000	Water & Sewer	49548-121015	12/10/2015	12/30/2015	1,580.58	0.00	1,580.58
@	169922449548	11/11/15-12/10/15 Mtr #08188857							
						<i>Check Total:</i>	<i>2,186.65</i>	<i>0.00</i>	<i>2,186.65</i>
104129	1/7/2016	01/16	MASTE5	MASTERCARE PROTECTION & CLEANING					
742		5491-0000	Misc Repair/Maint	21923	12/30/2015	1/29/2016	1,155.20	0.00	1,155.20
@	Restoration Repairs	1st Floor							
						<i>Check Total:</i>	<i>1,155.20</i>	<i>0.00</i>	<i>1,155.20</i>
104130	1/7/2016	01/16	MERCH1	MERCHANTS BUILDING MAINTENANCE LLC					
742		5150-0000	Add'l Cleaning-DayPorter	422977	1/1/2016	1/11/2016	2,980.00	0.00	2,980.00
@	33013	01/16 Dayporter Svc							
						<i>Check Total:</i>	<i>2,980.00</i>	<i>0.00</i>	<i>2,980.00</i>
104131	1/7/2016	01/16	NIEVES	NIEVES LANDSCAPE INC					
742		5561-0000	Landscaping-Other	58936	12/21/2015	1/20/2016	60.00	0.00	60.00
@	12/15 Install Plants								
742		5560-0000	Landscaping Contract	59002	1/1/2016	1/31/2016	2,400.00	0.00	2,400.00
@	01/16 Landscape Svc								
						<i>Check Total:</i>	<i>2,460.00</i>	<i>0.00</i>	<i>2,460.00</i>

Database: ESSEXREALTY		Check Register						Page: 2	
ENTITY: 742		Essex Realty SaaS DB						Date: 2/5/2016	
		CITY OF LAGUNA HILLS						Time: 02:40 PM	
01/16 Through 01/16									
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice		Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name		Date	Due Date	Amount	Amount	Amount
Dept	Reference	Description							
104132	1/7/2016	01/16	PACRIM	PACIFIC RIM MECHANICAL, INC.					
742		5415-0000	HVAC Repair/Maint	SRV054985	12/23/2015	12/23/2015	208.00	0.00	208.00
@	10770		IVU System Repair						
742		5415-0000	HVAC Repair/Maint	SRV055002	12/24/2015	12/24/2015	748.67	0.00	748.67
@	10770		AC Rpr suite #201						
Check Total:							956.67	0.00	956.67
104133	1/7/2016	01/16	REGENC	REGENCY ENTERPRISES INC dba					
742		5465-0000	Electrical Repair/Maint	3513568	12/15/2015	1/14/2016	55.15	0.00	55.15
@	1287741		12/10 Lighting Supplies						
Check Total:							55.15	0.00	55.15
104134	1/7/2016	01/16	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	47635-122315	12/23/2015	1/11/2016	2,947.45	0.00	2,947.45
@	3023947635		11/21/15-12/22/15 Mtr 259000-050224						
742		5499-0000	Electricity-General	97749-122615	12/26/2015	1/14/2016	4,073.10	0.00	4,073.10
@	2265197749		11/23/15-12/23/15						
Check Total:							7,020.55	0.00	7,020.55
104135	1/7/2016	01/16	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	1149808-A	12/14/2015	12/14/2015	160.00	0.00	160.00
@	348817		01/16 Sys Maint						
742		7333-0000	Repairs & Maint- Indirect	1149808-A	12/14/2015	12/14/2015	517.33	0.00	517.33
@	348817		01/16 Sys Maint						
Check Total:							677.33	0.00	677.33
104136	1/11/2016	01/16	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-010116	1/1/2016	1/1/2016	3,479.00	0.00	3,479.00
@	742		01/16 Mgmt Fee						
Check Total:							3,479.00	0.00	3,479.00
104137	1/14/2016	01/16	AT&T	AT&T					
742		5504-0000	Property Telephone	000007438723	12/15/2015	12/15/2015	35.13	0.00	35.13
@	9494587929811		11/15/15-12/14/15 949-458-7929						
742		5504-0000	Property Telephone	000007438725	12/15/2015	12/15/2015	219.28	0.00	219.28
@	9495837765123		11/15/15-12/14/15 949-583-7765						

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

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01/16 Through 01/16

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	Amount	Amount
Dept	Reference	Description								
Check Total:						254.41	0.00	254.41		
104138	1/14/2016	01/16	AT&T	AT&T						
742		5504-0000	Property Telephone	000007438722	12/15/2015	12/15/2015	34.57	0.00	34.57	
@	9494587292655	11/15/15-12/14/15	949-458-7292							
Check Total:						34.57	0.00	34.57		
104139	1/14/2016	01/16	HRGREE	HR GREEN CALIFORNIA INC						
742		1230-0000	Capital Improvements	100447	9/14/2015	10/14/2015	4,620.00	0.00	4,620.00	
@	08/15 CIP inspection									
Check Total:						4,620.00	0.00	4,620.00		
104140	1/19/2016	01/16	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent	742-1215R	12/29/2015	12/29/2015	48.46	0.00	48.46	
@	742	12/15 Mgmt Fee Recon								
Check Total:						48.46	0.00	48.46		
104141	1/19/2016	01/16	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5130-0000	Cleaning Contract-Janitor	M1106829-IN	12/21/2015	12/21/2015	2,575.29	0.00	2,575.29	
@	111	12/15 Janitorial Svc								
742		5130-0000	Cleaning Contract-Janitor	M1106829-IN	12/21/2015	12/21/2015	21.84	0.00	21.84	
@	111	11/15 Janitorial Svc Add Ste 130 eff 11/25								
Check Total:						2,597.13	0.00	2,597.13		
104142	1/19/2016	01/16	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC						
742		5562-0000	Landscaping-Interior	6468	12/30/2015	1/29/2016	362.12	0.00	362.12	
@	01/16 Int Plant Svc									
Check Total:						362.12	0.00	362.12		
104143	1/19/2016	01/16	DMS	DMS FACILITY SERVICES LLC						
742		5495-0000	Onsite Maint Personnel	RC-L106124	12/31/2015	12/31/2015	1,172.24	0.00	1,172.24	
@	095005	11/23-12/20 Engineering								
Check Total:						1,172.24	0.00	1,172.24		
104144	1/19/2016	01/16	FERGU1	FERGUSON ENTERPRISES INC						

Database: ESSEXREALTY		Check Register						Page: 4		
ENTITY: 742		Essex Realty SaaS DB						Date: 2/5/2016		
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01/16 Through 01/16										
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice		Invoice	Discount	Check	
Entity	P.O. Number	Account	Number	Account Name	Number	Date	Amount	Amount	Amount	
Dept	Reference		Description							
742		5460-0000		Plumbing Repairs/Supplies	2849271	1/12/2016	1/22/2016	67.35	0.00	67.35
@	44385		1/12 Plumbing Parts							
							Check Total:	67.35	0.00	67.35
104145	1/19/2016	01/16	GALEFO	GALE FORCE PROPERTY MAINTENANCE INC						
742		5445-0000		Waterproofing & Roofing	21650	1/18/2016	1/18/2016	1,495.00	0.00	1,495.00
@	Rain gutter cleaning									
							Check Total:	1,495.00	0.00	1,495.00
104146	1/19/2016	01/16	HRGREE	HR GREEN CALIFORNIA INC						
742		1230-0000		Capital Improvements	102730	1/14/2016	2/13/2016	677.79	0.00	677.79
@	09/15 CIP inspection									
							Check Total:	677.79	0.00	677.79
104147	1/19/2016	01/16	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742		5415-0000		HVAC Repair/Maint	SRV055520	12/31/2015	12/31/2015	1,927.00	0.00	1,927.00
@	10770			Suite 203 HVAC rprs. Ran new supply/return ducts, install new Tstat						
							Check Total:	1,927.00	0.00	1,927.00
104148	1/19/2016	01/16	THEGAS	THE GAS COMPANY						
742		5500-0000		Gas	71474-010716	1/7/2016	1/28/2016	223.28	0.00	223.28
@	14430971474			12/03/15-01/05/16 Mtr 13001720						
							Check Total:	223.28	0.00	223.28
104149	1/19/2016	01/16	TSCMCO	TSCM CORP.						
742		5525-0000		Pkg Lot-Sweeping	1616105	1/1/2016	1/31/2016	221.00	0.00	221.00
@	01/16 Sweeping Svc									
							Check Total:	221.00	0.00	221.00
104150	1/22/2016	01/16	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5160-0000		Cleaning Supplies	M1110013-IN	12/21/2015	1/20/2016	707.06	0.00	707.06
@	111			12/15 Janitorial Supplies						
							Check Total:	707.06	0.00	707.06
104151	1/22/2016	01/16	BENNE1	BENNETT'S PLUMBING INC						

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
742		5460-0000	Plumbing Repairs/Supplies	607090	12/22/2015	12/22/2015	940.00	0.00	940.00
@	MRR Rprs, Rplc Valve	common area/waiting area							
Check Total:							940.00	0.00	940.00
104152	1/22/2016	01/16	GREMEL	SCOTT WILLIAMS dba GREMEL WILLIAMS					
742		1260-0000	Lease Commissions	GWC-130408	1/11/2015	2/10/2015	17,387.38	0.00	17,387.38
@	Suite 130 New Lease	Banc of California Commission 10/1/15-9/30/20							
Check Total:							17,387.38	0.00	17,387.38
104153	1/22/2016	01/16	HARDYH	HARDY AND HARPER INC					
742		1230-0000	Capital Improvements	34-REVISED-2	12/1/2015	12/31/2015	37,258.82	0.00	37,258.82
@	CIP Site Improvement	s Progress pmt #2, Striping & paint curbs, Construct pcc access ramp							
Check Total:							37,258.82	0.00	37,258.82
104154	1/22/2016	01/16	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC					
742		5510-0000	Pkg Lot-Lighting	1244914	12/22/2015	1/21/2016	124.00	0.00	124.00
@	12/15 Lot Lighting S	vc							
742		5510-0000	Pkg Lot-Lighting	1244914	12/22/2015	1/21/2016	71.58	0.00	71.58
@	12/15 Lot Lighting P	arts							
Check Total:							195.58	0.00	195.58
104155	1/22/2016	01/16	NIEVES	NIEVES LANDSCAPE INC					
742		5560-0000	Landscaping Contract	58844	12/1/2015	12/31/2015	2,400.00	0.00	2,400.00
@	12/15 Landscape Svc								
Check Total:							2,400.00	0.00	2,400.00
104156	1/22/2016	01/16	REGENC	REGENCY ENTERPRISES INC dba					
742		5465-0000	Electrical Repair/Maint	3526423	1/5/2016	2/4/2016	88.13	0.00	88.13
@	1287741	01/04 Lighting Parts							
742		5465-0000	Electrical Repair/Maint	3526424	1/5/2016	2/4/2016	64.15	0.00	64.15
@	1287741	01/05 Lighting Parts							
Check Total:							152.28	0.00	152.28
104157	1/22/2016	01/16	SKYLIN	CTJAMJT CORPORATION dba					
742		5490-0000	Pest Control	30796	1/18/2016	2/17/2016	75.00	0.00	75.00
@	3018	01/16 Pest Control							

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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	Amount
Dept	Reference	Description								

Check Total: 75.00 0.00 75.00

CITY OF LAGUNA HILLS Total: 94,101.86 0.00 94,101.86

Grand Total: 94,101.86 0.00 94,101.86

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Amount	Amount	Amount	Amount
Dept	Reference	Description							
104158	2/8/2016	02/16	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-0116R	2/5/2016	2/5/2016	735.18	0.00	735.18
@	742	01/16 Mgmt Fee Recon							
742		5305-0000	Mgmt Fee-Agent	742-020116	2/1/2016	2/1/2016	3,479.00	0.00	3,479.00
@	742	02/16 Mgmt Fee							
<i>Check Total:</i>							<i>4,214.18</i>	<i>0.00</i>	<i>4,214.18</i>
104159	2/10/2016	02/16	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba *** VOII	Voided Check				
742		5130-0000	Cleaning Contract-Janitor	M1113200-IN	1/25/2016	1/25/2016	2,646.01	0.00	2,646.01
@	111	01/16 Janitorial Svc							
742		5130-0000	Cleaning Contract-Janitor	M1113200-IN	1/25/2016	1/25/2016	-2,646.01	0.00	-2,646.01
@	VOID	01/16 Janitorial Svc							
<i>Check Total:</i>							<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
104160	2/10/2016	02/16	AT&T	AT&T *** VOID ***	Voided Check				
742		5504-0000	Property Telephone	000007566509	1/15/2016	1/15/2016	35.36	0.00	35.36
@	9494587929811	12/15/15-01/14/16 949-458-7929							
742		5504-0000	Property Telephone	AT&T	1/15/2016	1/15/2016	34.80	0.00	34.80
@	9494587292655	12/15/15-01/14/16 949-458-7292							
742		5504-0000	Property Telephone	000007566511	1/15/2016	1/15/2016	219.62	0.00	219.62
@	9495837765123	12/15/15-01/14/16 949-583-7765							
742		5504-0000	Property Telephone	AT&T	1/15/2016	1/15/2016	-34.80	0.00	-34.80
@	VOID	12/15/15-01/14/16 949-458-7292							
742		5504-0000	Property Telephone	000007566511	1/15/2016	1/15/2016	-219.62	0.00	-219.62
@	VOID	12/15/15-01/14/16 949-583-7765							
742		5504-0000	Property Telephone	000007566509	1/15/2016	1/15/2016	-35.36	0.00	-35.36
@	VOID	12/15/15-01/14/16 949-458-7929							
<i>Check Total:</i>							<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
104161	2/10/2016	02/16	BENNE1	BENNETT'S PLUMBING INC *** VOID ***	Voided Check				
742		5460-0000	Plumbing Repairs/Supplies	61233	1/29/2016	1/29/2016	208.50	0.00	208.50
@	Backflow testing								
742		5460-0000	Plumbing Repairs/Supplies	61233	1/29/2016	1/29/2016	-208.50	0.00	-208.50
@	VOID								
<i>Check Total:</i>							<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
104162	2/10/2016	02/16	CITYLA	CITY OF LAGUNA HILLS *** VOID ***	Voided Check				

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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							
742		5499-0000	Electricity-General	742-020316	2/3/2016	2/3/2016	221.05	0.00	221.05
@	742		UCM reimbursement Feb 15-Apr 15						
742		5499-0000	Electricity-General	742-020316	2/3/2016	2/3/2016	257.55	0.00	257.55
@	742		UCM reimbursement Nov 14-Jan 15						
742		5499-0000	Electricity-General	742-020316	2/3/2016	2/3/2016	-221.05	0.00	-221.05
@	VOID		UCM reimbursement Feb 15-Apr 15						
742		5499-0000	Electricity-General	742-020316	2/3/2016	2/3/2016	-257.55	0.00	-257.55
@	VOID		UCM reimbursement Nov 14-Jan 15						
Check Total:							0.00	0.00	0.00
104163	2/10/2016	02/16	ELTORO	EL TORO WATER DISTRICT *** VOID ***	Voided Check				
742		5502-0000	Water & Sewer	49542-011416	1/14/2016	2/2/2016	56.00	0.00	56.00
@	169922449542		12/10/15-01/14/16 Mtr 00036069						
742		5502-0000	Water & Sewer	49540-011416	1/14/2016	2/2/2016	499.35	0.00	499.35
@	169922449540		12/10/15-01/14/16 Mtr 08956098						
742		5502-0000	Water & Sewer	49548-011416	1/14/2016	2/2/2016	254.00	0.00	254.00
@	169922449548		12/10/15-01/14/16 Mtr 08188857						
742		5502-0000	Water & Sewer	49548-011416	1/14/2016	2/2/2016	-254.00	0.00	-254.00
@	VOID		12/10/15-01/14/16 Mtr 08188857						
742		5502-0000	Water & Sewer	49540-011416	1/14/2016	2/2/2016	-499.35	0.00	-499.35
@	VOID		12/10/15-01/14/16 Mtr 08956098						
742		5502-0000	Water & Sewer	49542-011416	1/14/2016	2/2/2016	-56.00	0.00	-56.00
@	VOID		12/10/15-01/14/16 Mtr 00036069						
Check Total:							0.00	0.00	0.00
104164	2/10/2016	02/16	SCE	SOUTHERN CALIFORNIA EDISON *** VOID ***	Voided Check				
742		5499-0000	Electricity-General	47635-012516	1/25/2016	2/16/2016	2,925.92	0.00	2,925.92
@	3023947635		12/22/15-01/23/16 Mtr 259000-050224						
742		5499-0000	Electricity-General	97749-012716	1/27/2016	2/16/2016	4,250.95	0.00	4,250.95
@	2265197749		12/23/15-01/25/16 Acct 2-26-519-7749						
742		5499-0000	Electricity-General	97749-012716	1/27/2016	2/16/2016	-4,250.95	0.00	-4,250.95
@	VOID		12/23/15-01/25/16 Acct 2-26-519-7749						
742		5499-0000	Electricity-General	47635-012516	1/25/2016	2/16/2016	-2,925.92	0.00	-2,925.92
@	VOID		12/22/15-01/23/16 Mtr 259000-050224						
Check Total:							0.00	0.00	0.00
104165	2/10/2016	02/16	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	M1113200-IN	1/25/2016	1/25/2016	2,646.01	0.00	2,646.01

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Amount	Amount	Amount	Amount	Amount
Dept	Reference	Description								
@	111	01/16 Janitorial Svc								
Check Total:						2,646.01	0.00	2,646.01		
104166	2/10/2016	02/16	AT&T	AT&T						
742		5504-0000	Property Telephone	000007566509	1/15/2016	1/15/2016	35.36	0.00	35.36	
@	9494587929811	12/15/15-01/14/16	949-458-7929							
742		5504-0000	Property Telephone	000007566511	1/15/2016	1/15/2016	219.62	0.00	219.62	
@	9495837765123	12/15/15-01/14/16	949-583-7765							
Check Total:						254.98	0.00	254.98		
104167	2/10/2016	02/16	BENNE1	BENNETT'S PLUMBING INC						
742		5460-0000	Plumbing Repairs/Supplies	61233	1/29/2016	1/29/2016	208.50	0.00	208.50	
@	Backflow testing									
Check Total:						208.50	0.00	208.50		
104168	2/10/2016	02/16	CITYLA	CITY OF LAGUNA HILLS						
742		5499-0000	Electricity-General	742-020316	2/3/2016	2/3/2016	221.05	0.00	221.05	
@	742	UCM reimbursement Feb 15-Apr 15								
742		5499-0000	Electricity-General	742-020316	2/3/2016	2/3/2016	257.55	0.00	257.55	
@	742	UCM reimbursement Nov 14-Jan 15								
Check Total:						478.60	0.00	478.60		
104169	2/10/2016	02/16	ELTORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer	49542-011416	1/14/2016	2/2/2016	56.00	0.00	56.00	
@	169922449542	12/10/15-01/14/16	Mtr 00036069							
742		5502-0000	Water & Sewer	49540-011416	1/14/2016	2/2/2016	499.35	0.00	499.35	
@	169922449540	12/10/15-01/14/16	Mtr 08956098							
742		5502-0000	Water & Sewer	49548-011416	1/14/2016	2/2/2016	254.00	0.00	254.00	
@	169922449548	12/10/15-01/14/16	Mtr 08188857							
Check Total:						809.35	0.00	809.35		
104170	2/10/2016	02/16	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General	47635-012516	1/25/2016	2/16/2016	2,925.92	0.00	2,925.92	
@	3023947635	12/22/15-01/23/16	Mtr 259000-050224							
742		5499-0000	Electricity-General	97749-012716	1/27/2016	2/16/2016	4,250.95	0.00	4,250.95	
@	2265197749	12/23/15-01/25/16	Acct 2-26-519-7749							

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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							

Check Total: 7,176.87 0.00 7,176.87

104171 **2/16/2016** **02/16** **AT&T** **AT&T**
 742 5504-0000 Property Telephone 000007566508 1/15/2016 1/15/2016 34.80 0.00 34.80
 @ 9494587292655 12/15/15-01/14/16 949-458-7292

Check Total: 34.80 0.00 34.80

104172 **2/16/2016** **02/16** **BKFOUN** **WILLIAM P WARD JR**
 742 5565-0000 Fountain Maintenance 1231156025 12/31/2015 12/31/2015 165.00 0.00 165.00
 @ 12/15 Fountain Svc
 742 5565-0000 Fountain Maintenance 1231156025 12/31/2015 12/31/2015 41.00 0.00 41.00
 @ 12/15 Fountain Svc A dd Chemicals
 742 5565-0000 Fountain Maintenance 1231156025 12/31/2015 12/31/2015 210.13 0.00 210.13
 @ 12/15 Fountain Svc R pr 4 Lights

Check Total: 416.13 0.00 416.13

104173 **2/16/2016** **02/16** **CONTRO** **CONTROLLED KEY SYSTEMS INC**
 742 7301-0000 Tenant Improvement Exp. 223634 12/4/2015 1/3/2016 113.96 0.00 113.96
 @ Re-Key #203

Check Total: 113.96 0.00 113.96

104174 **2/16/2016** **02/16** **COXCOM** **COX COMMUNICATIONS**
 742 5410-0000 HVAC Contract Services 11901-010516 1/5/2016 1/5/2016 86.90 0.00 86.90
 @ 0017601048511901 01/05/16-02/04/16 DSL for EMS

Check Total: 86.90 0.00 86.90

104175 **2/16/2016** **02/16** **FIRESA** **THE BRETHREN INC dba**
 742 5121-0000 Security-Fire Alarms 1021055 1/28/2016 2/27/2016 150.00 0.00 150.00
 @ ACCT1965 01/16-03/16 Monitoring

Check Total: 150.00 0.00 150.00

104176 **2/16/2016** **02/16** **LIGHT4** **LIGHTING TECHNOLOGY SERVICES INC**
 742 5510-0000 Pkg Lot-Lighting 1245509 1/29/2016 2/28/2016 124.00 0.00 124.00
 @ 01/16 Lighting Svc
 742 5510-0000 Pkg Lot-Lighting 1245509 1/29/2016 2/28/2016 530.72 0.00 530.72
 @ 01/16 Lighting Rprs

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
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104177	2/16/2016	02/16	MASTE5	MASTERCARE PROTECTION & CLEANING						
742		5485-0000	Floor & Carpet Rpr/Maint	21985	1/29/2016	2/28/2016		1,100.00	0.00	1,100.00
@	01/16 Annual carpet	cleaning								
Check Total:								1,100.00	0.00	1,100.00
104178	2/16/2016	02/16	MERCH1	MERCHANTS BULDING MAINTENANCE LLC						
742		5150-0000	Add'l Cleaning-DayPorter	425117	2/1/2016	2/1/2016		2,980.00	0.00	2,980.00
@	33013	02/16 Dayporter Svc								
Check Total:								2,980.00	0.00	2,980.00
104179	2/16/2016	02/16	NIEVES	NIEVES LANDSCAPE INC						
742		1230-0000	Capital Improvements	58806	11/17/2015	12/17/2015		1,645.50	0.00	1,645.50
@	Landscape removal &	install related to Bank TI								
742		5560-0000	Landscaping Contract	59111	2/1/2016	3/2/2016		2,400.00	0.00	2,400.00
@	02/16 Landscape Svc									
Check Total:								4,045.50	0.00	4,045.50
104180	2/16/2016	02/16	NIKKI1	SUSAN MONTAPERT						
742		5491-0000	Misc Repair/Maint	15123	1/13/2016	1/28/2016		610.76	0.00	610.76
@	Rpr Flagpole string	& hooks								
Check Total:								610.76	0.00	610.76
104181	2/16/2016	02/16	PACRIM	PACIFIC RIM MECHANICAL, INC.						
742		5415-0000	HVAC Repair/Maint	SRV056491	1/29/2016	1/29/2016		396.93	0.00	396.93
@	10770	HVAC repair suite 201								
742		5415-0000	HVAC Repair/Maint	SRV056493	1/29/2016	1/29/2016		318.60	0.00	318.60
@	10770	HVAC repair suite 260								
742		5415-0000	HVAC Repair/Maint	SRV056586	1/29/2016	1/29/2016		265.46	0.00	265.46
@	10770	AC Rpr Common area								
Check Total:								980.99	0.00	980.99
104182	2/16/2016	02/16	SBECON	STOUT AND BURG ELECTRIC INC DBA						
742		7328-0000	Vacant Space Refurb	11253	10/20/2015	11/19/2015		198.00	0.00	198.00
@	Electric Inspection	Suite 100B								

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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>							198.00	0.00	198.00
104183	2/16/2016	02/16	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	1157767-A	1/13/2016	1/13/2016	160.00	0.00	160.00
@	348817	02/16 Sys Maint							
742		7333-0000	Repairs & Maint- Indirect	1157767-A	1/13/2016	1/13/2016	517.33	0.00	517.33
@	348817	02/16 Sys Maint							
<i>Check Total:</i>							677.33	0.00	677.33
104184	2/18/2016	02/16	BKFOUN	WILLIAM P WARD JR					
742		5565-0000	Fountain Maintenance	0204166209	2/4/2016	2/4/2016	209.28	0.00	209.28
@	01/16 Fountian Svc								
<i>Check Total:</i>							209.28	0.00	209.28
104185	2/18/2016	02/16	CHRIS9	BAPPTRE dba SHINE ILLUMINATION AND					
742		5510-0000	Pkg Lot-Lighting	698	11/29/2015	12/29/2015	1,300.00	0.00	1,300.00
@	Ext Palm Tree Lights	Final Pmt							
<i>Check Total:</i>							1,300.00	0.00	1,300.00
104186	2/18/2016	02/16	DMS	DMS FACILITY SERVICES LLC					
742		5495-0000	Onsite Maint Personnel	RC-L106314	1/31/2016	1/31/2016	1,077.05	0.00	1,077.05
@	095005	12/21-01/17 Engineering							
<i>Check Total:</i>							1,077.05	0.00	1,077.05
104187	2/18/2016	02/16	SPLEN1	SPLENDID EVENTS INC					
742		7305-0000	Advertising & Promotion	565 742	12/10/2015	1/9/2016	1,181.75	0.00	1,181.75
@	Holiday Decor								
<i>Check Total:</i>							1,181.75	0.00	1,181.75
104188	2/18/2016	02/16	THEGAS	THE GAS COMPANY					
742		5500-0000	Gas	71474-020816	2/8/2016	2/29/2016	215.81	0.00	215.81
@	14430971474	01/05/16-02/04/16 Mtr 13001720							
<i>Check Total:</i>							215.81	0.00	215.81
104189	2/18/2016	02/16	TSCMCO	TSCM CORP.					

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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	Amount	Amount
Dept	Reference	Description								
742		5525-0000	Pkg Lot-Sweeping	2016104	2/1/2016	3/2/2016	221.00	0.00	221.00	
@	02/16 Sweeping Svc									
Check Total:							221.00	0.00	221.00	
104190	2/19/2016	02/16	CONTRO	CONTROLLED KEY SYSTEMS INC						
742		4800-0000	Tenant Reimbursements	224493	1/26/2016	2/25/2016	182.18	0.00	182.18	
@	Re-Key Suite #260									
Check Total:							182.18	0.00	182.18	
104191	2/23/2016	02/16	FERGU1	FERGUSON ENTERPRISES INC						
742		5460-0000	Plumbing Repairs/Supplies	2870534	1/20/2016	1/30/2016	233.28	0.00	233.28	
@	44385	01/20 Plumbing Parts								
Check Total:							233.28	0.00	233.28	
104192	2/23/2016	02/16	LAGUN4	LAGUNA HILLS COMMUNITY CENTER						
742		3100-0000	Suspense	742-021816	2/18/2016	2/18/2016	137.00	0.00	137.00	
@	Trfr Regency Refund	Ck #131072 CM #3200346 11/24/14								
Check Total:							137.00	0.00	137.00	
CITY OF LAGUNA HILLS Total:							32,594.93	0.00	32,594.93	
Grand Total:							32,594.93	0.00	32,594.93	

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03/16 Through 03/16									
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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
104193	3/7/2016	03/16	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-030116	3/1/2016	3/1/2016	3,479.00	0.00	3,479.00
@	742	03/16 Mgmt Fee							
Check Total:							3,479.00	0.00	3,479.00
104194	3/7/2016	03/16	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	M1118773-IN	2/19/2016	3/20/2016	2,657.32	0.00	2,657.32
@	111	02/16 Janitorial Svc							
Check Total:							2,657.32	0.00	2,657.32
104195	3/7/2016	03/16	AMTEC2	PACIFIC COAST ELEVATOR INC dba					
742		5435-0000	Elevator Contract Service	DVB06326316	2/22/2016	2/22/2016	1,421.94	0.00	1,421.94
@	320358	03/16-05/16 Elevator Svc							
Check Total:							1,421.94	0.00	1,421.94
104196	3/7/2016	03/16	AT&T	AT&T					
742		5504-0000	Property Telephone	000007694659	2/15/2016	2/15/2016	34.81	0.00	34.81
@	9494587292655	01/15/16-02/14/16 949-458-7292							
742		5504-0000	Property Telephone	000007694660	2/15/2016	2/15/2016	35.37	0.00	35.37
@	9494587929811	01/15/16-02/14/16 949-458-7929							
742		5504-0000	Property Telephone	000007694662	2/15/2016	2/15/2016	252.64	0.00	252.64
@	94975404609000	01/15/16-02/14/16 949-583-7765							
Check Total:							322.82	0.00	322.82
104197	3/7/2016	03/16	BENNE1	BENNETT'S PLUMBING INC					
742		5460-0000	Plumbing Repairs/Supplies	61399	2/12/2016	2/12/2016	645.00	0.00	645.00
@	Ste 230 Plumbing Rpr	Broken Pipe							
Check Total:							645.00	0.00	645.00
104198	3/7/2016	03/16	ELTORO	EL TORO WATER DISTRICT					
742		5502-0000	Water & Sewer	49540-021116	2/11/2016	3/2/2016	499.35	0.00	499.35
@	169922449540	01/14/16-02/11/16 Mtr 085956098							
742		5502-0000	Water & Sewer	49542-021116	2/11/2016	3/2/2016	56.00	0.00	56.00
@	169922449542	01/14/16-02/11/16 Mtr 00036069							
742		5502-0000	Water & Sewer	49548-021116	2/11/2016	3/2/2016	137.09	0.00	137.09
@	169922449548	01/14/16-02/11/16 Mtr 08188857							

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
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104199	3/7/2016	03/16	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-0216R	2/29/2016	2/29/2016	387.97	0.00	387.97
@	742	02/16 Mgmt Fee Recon							
Check Total:							387.97	0.00	387.97
104200	3/7/2016	03/16	HSGINC	HSG PROFESSIONAL WINDOW CLEANERS					
742		5180-0000	Window Cleaning	36003	2/29/2016	3/30/2016	992.00	0.00	992.00
@		Int Window Cleaning							
742		5180-0000	Window Cleaning	36007	2/29/2016	3/30/2016	551.00	0.00	551.00
@		Ext Window Cleaning							
Check Total:							1,543.00	0.00	1,543.00
104201	3/7/2016	03/16	MERCH1	MERCHANTS BULDING MAINTENANCE LLC					
742		5150-0000	Add'l Cleaning-DayPorter	427116	3/1/2016	3/11/2016	2,980.00	0.00	2,980.00
@	33013	03/16 Dayporter Svc							
Check Total:							2,980.00	0.00	2,980.00
104202	3/7/2016	03/16	POWER2	POWER PLUS SOLUTION CORP dba					
742		7333-0000	Repairs & Maint- Indirect	S49420652546	1/26/2016	2/25/2016	420.00	0.00	420.00
@		Generator Rprs							
Check Total:							420.00	0.00	420.00
104203	3/7/2016	03/16	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	47635-022416	2/24/2016	3/14/2016	2,793.68	0.00	2,793.68
@	3023947635	01/23/16-02/23/16 Mtr 259000-050224							
742		5499-0000	Electricity-General	97749-022616	2/26/2016	3/16/2016	4,523.80	0.00	4,523.80
@	2265197749	01/25/16-02/24/16							
Check Total:							7,317.48	0.00	7,317.48
104204	3/7/2016	03/16	SKYLIN	CTJAMJT CORPORATION dba					
742		5490-0000	Pest Control	32888	2/22/2016	3/23/2016	75.00	0.00	75.00
@	3018	02/16 Pest Control							

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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>							75.00	0.00	75.00
104205	3/7/2016	03/16	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	1163585-A	2/12/2016	2/12/2016	160.00	0.00	160.00
@	348817	03/16 System Maint							
742		7333-0000	Repairs & Maint- Indirect	1163585-A	2/12/2016	2/12/2016	517.33	0.00	517.33
@	348817	03/16 System Maint							
<i>Check Total:</i>							677.33	0.00	677.33
104206	3/10/2016	03/16	BENNE1	BENNETT'S PLUMBING INC					
742		5460-0000	Plumbing Repairs/Supplies	61527	2/25/2016	2/25/2016	1,080.00	0.00	1,080.00
@	Suite 210 Pipe Leak	in 1" copper line							
<i>Check Total:</i>							1,080.00	0.00	1,080.00
104207	3/10/2016	03/16	FERGU1	FERGUSON ENTERPRISES INC					
742		5460-0000	Plumbing Repairs/Supplies	3033629	2/29/2016	3/10/2016	279.95	0.00	279.95
@	44385	02/29 Plumbing Parts							
<i>Check Total:</i>							279.95	0.00	279.95
104208	3/10/2016	03/16	FIRESA	THE BRETHERN INC dba					
742		5121-0000	Security-Fire Alarms	1021983	2/22/2016	3/23/2016	195.00	0.00	195.00
@	ACCT1965	2nd Qtr Fire Spinkler Inspection							
<i>Check Total:</i>							195.00	0.00	195.00
104209	3/10/2016	03/16	PACRIM	PACIFIC RIM MECHANICAL, INC.					
742		5410-0000	HVAC Contract Services	SRV057356	3/1/2016	3/31/2016	3,669.50	0.00	3,669.50
@	C2448	03/16 Qtrly HVAC Maint							
<i>Check Total:</i>							3,669.50	0.00	3,669.50
104210	3/10/2016	03/16	REGENC	REGENCY ENTERPRISES INC dba					
742		5465-0000	Electrical Repair/Maint	3565753	2/19/2016	3/20/2016	214.62	0.00	214.62
@	1287741	02/19 Lighting Parts							
<i>Check Total:</i>							214.62	0.00	214.62
104211	3/16/2016	03/16	DMS	DMS FACILITY SERVICES LLC					

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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							
742		5495-0000	Onsite Maint Personnel	RC-L106577	2/29/2016	2/29/2016	1,128.80	0.00	1,128.80
@	095005	01/18-02/14 Engineering							
						<i>Check Total:</i>	<i>1,128.80</i>	<i>0.00</i>	<i>1,128.80</i>
104212	3/16/2016	03/16	REGENC	REGENCY ENTERPRISES INC dba					
742		5465-0000	Electrical Repair/Maint	3507631	12/8/2015	1/7/2016	201.41	0.00	201.41
@	1287741	12/08 Lighting parts							
						<i>Check Total:</i>	<i>201.41</i>	<i>0.00</i>	<i>201.41</i>
104213	3/16/2016	03/16	THEGAS	THE GAS COMPANY					
742		5500-0000	Gas	71474-030916	3/9/2016	3/29/2016	202.11	0.00	202.11
@	14430971474	02/04/16-03/07/16 Mtr 13001720							
						<i>Check Total:</i>	<i>202.11</i>	<i>0.00</i>	<i>202.11</i>
104214	3/16/2016	03/16	TSCMCO	TSCM CORP.					
742		5525-0000	Pkg Lot-Sweeping	3016104	3/1/2016	3/31/2016	221.00	0.00	221.00
@	03/16 Sweeping Svc								
						<i>Check Total:</i>	<i>221.00</i>	<i>0.00</i>	<i>221.00</i>
104215	3/17/2016	03/16	HARDYH	HARDY AND HARPER INC					
742		1230-0000	Capital Improvements	19816-R	2/19/2016	2/19/2016	13,874.55	0.00	13,874.55
@	19816	Retention payment for CIP Asphalt work							
						<i>Check Total:</i>	<i>13,874.55</i>	<i>0.00</i>	<i>13,874.55</i>
104216	3/17/2016	03/16	MCDONN	MC DONNELL ROOFING INC					
742		1230-0000	Capital Improvements	2027	2/11/2016	3/12/2016	27,140.00	0.00	27,140.00
@	Rmv and rplc rear 2	floor roof							
						<i>Check Total:</i>	<i>27,140.00</i>	<i>0.00</i>	<i>27,140.00</i>
104217	3/17/2016	03/16	PETTY7	PETTY CASH LADERA					
742		5490-0000	Pest Control	LRPC-122915	12/29/2015	1/28/2016	10.18	0.00	10.18
@	8/17 Home Depot Pest	Control Spray							
742		5150-0000	Add'l Cleaning-DayPorter	LRPC-122915	12/29/2015	1/28/2016	4.01	0.00	4.01
@	12/14 CVS Extra Hour	s Day Porter							

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ENTITY: 742		Essex Realty SaaS DB					Date: 3/30/2016		
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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							
Check Total:							14.19	0.00	14.19
104218	3/21/2016	03/16	CONTRO	CONTROLLED KEY SYSTEMS INC					
742		4800-0000	Tenant Reimbursements	224572	2/1/2016	3/2/2016	12.29	0.00	12.29
@	Key Copies #320								
Check Total:							12.29	0.00	12.29
104219	3/21/2016	03/16	DIXIED	DIXIE DIESEL AND ELECTRIC INC					
742		7333-0000	Repairs & Maint- Indirect	216427	3/8/2016	4/7/2016	1,278.43	0.00	1,278.43
@	Annual Major and min or Generator Service and inspection								
742		7333-0000	Repairs & Maint- Indirect	216428	3/8/2016	4/7/2016	800.00	0.00	800.00
@	Annual Load Bank Tes t on Generator								
Check Total:							2,078.43	0.00	2,078.43
104220	3/21/2016	03/16	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC					
742		5510-0000	Pkg Lot-Lighting	1246090	2/16/2016	3/17/2016	124.00	0.00	124.00
@	742		02/16 Lighting Svc						
742		5510-0000	Pkg Lot-Lighting	1246090	2/16/2016	3/17/2016	703.27	0.00	703.27
@	742		02/16 Lighting Rprs						
Check Total:							827.27	0.00	827.27
104221	3/21/2016	03/16	VORTEX	VORTEX INDUSTRIES INC					
742		5475-0000	Doors & Locks	09-1011424-1	3/4/2016	3/4/2016	407.00	0.00	407.00
@	238399		Lobby door repair						
Check Total:							407.00	0.00	407.00
104222	3/23/2016	03/16	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-030516	3/5/2016	3/5/2016	86.90	0.00	86.90
@	0017601048511901 03/05/16-04/04/16 EMS DSL Line								
Check Total:							86.90	0.00	86.90
104223	3/24/2016	03/16	COXCOM	COX COMMUNICATIONS					
742		5410-0000	HVAC Contract Services	11901-100515	10/5/2015	10/5/2015	79.00	0.00	79.00
@	0017601048511901 10/05/15-11/04/15 DSL for EMS								
742		5410-0000	HVAC Contract Services	11901-110515	11/5/2015	11/5/2015	79.00	0.00	79.00
@	0017601048511901 11/05/15-12/04/15 DSL for EMS								

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date	Due Date	Amount	Amount
Dept	Reference	Description						

Check Total: 158.00 0.00 158.00

CITY OF LAGUNA HILLS Total: 74,410.32 0.00 74,410.32

Grand Total: 74,410.32 0.00 74,410.32



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT ROLAND CHACON
CHIEF OF POLICE SERVICES**

ISSUE: FISCAL YEAR 2016/2017 SCHOOL CROSSING GUARD AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED CROSSING GUARD SERVICES AGREEMENT FOR FISCAL YEAR 2016/2017 WITH ALL CITY MANAGEMENT SERVICES AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

SUMMARY:

Since 1994, the City of Laguna Hills has contracted with All City Management Services to provide six (6) crossing guards at five (5) locations throughout the City. All City Management Services has continued to be a reliable and cost effective method of providing this needed service. Staff recommends the City Council continue the current level of service provided in the Agreement for Fiscal Year 2016/2017.

FISCAL IMPACT:

The projected number of hours for crossing guard services this year, including summer school, is four-thousand, three-hundred and twenty (4,320) hours. The contract cost for Fiscal Year 2016/2017 shall not exceed seventy-two thousand, five-hundred thirty-two dollars, and eighty cents (\$72,532.80) at a billing rate of \$16.79 per hour. There was no increase in this year's Agreement.

ATTACHMENTS:

- Crossing Guard Services Agreement

CONTRACT SERVICES AGREEMENT

All-City Management Services, Inc.
(Crossing Guard Services – FY 2016/17)

THIS AGREEMENT FOR CROSSING GUARD SERVICES (hereinafter “Agreement”) is made and entered into, to be effective this 1st day of July 2016, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as “City”) and ALL-CITY MANAGMEMENT, INC., a California corporation (hereinafter referred to as “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified contractor equipped and specially trained in appropriate procedures for crossing pedestrians in designated marked crosswalks for general pedestrian safety within designated crosswalks in the City, including but not limited to school crossing areas (the “Project”).

B. Contractor has submitted to City a proposal, dated March 29, 2016, to provide professional crossing guard services to City for the Project pursuant to the terms of this Agreement

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel or specialized equipment able to perform the work or services contracted for herein.

D. City desires to retain Contractor to provide such professional crossing guard services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the professional crossing guard services for the Project as set forth in the Proposal/Scope of Work, dated March 13, 2015, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands

that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees, subconsultants, subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Work or Services shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Contractor's proposal, dated March 13, 2015, submitted to the City ("Contractor's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Contractor's Proposal.

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance

of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.6 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City for the services performed in accordance with the rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Seventy Two Thousand Five Hundred Thirty Two Dollars and Eighty Cents (\$72,532.80) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the tenth (10th) working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope.

A. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees and/or charges. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents,

other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

B. Notwithstanding the foregoing, the City shall have the right, at its sole discretion, to determine the hours and locations where and when such Services and Work shall be performed by Contractor. The Contract Officer is authorized to modify, adjust, decrease or delete from, or otherwise revise the work schedule/crossing guard locations established and set forth in Contractor's Proposal/Scope of Work, attached hereto as Exhibit "A," at any time during the term of this Agreement. The Contract Officer shall promptly notify Contractor in writing of such changes or modifications to the work schedule/crossing guard locations. Such changes or modifications to the work schedule/crossing guard locations shall not be considered a change in the Scope of Services and shall not require a written amendment to this Agreement, provided such changes or modifications do not result in increasing the level of service established in Contractor's Proposal/Scope of Work.

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any

delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2016 and ending on June 30, 2017.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Baron Farwell, President/General Manager**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the

performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors

providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. 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 the Agreement.

B. **Automobile Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) 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 Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights

under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

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

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent

as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City 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 the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

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

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

5.11 Insurance for Subconsultants. Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to City 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 Contractor and available or applicable to this Agreement 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 Agreement or any other agreement relating to the City 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 section 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 the City 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 commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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 section.

Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

7.4 Release of Documents. All drawings, specifications, reports, records,

documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Contractor reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless

in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for

employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Contractor:

All City Management, Inc.
Attention: Baron Farwell, General Manager
10440 Pioneer Boulevard, Suite #5
Sante Fe Springs, California 90670
Telephone: (310) 202-8284
Facsimile: (310) 202-8325

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity

deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
a California municipal corporation

BARBARA D. KOGERMAN,
Mayor

ATTEST:

(SEAL)

MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONTRACTOR”
All City Management, Inc., a California
corporation

By:

BARON FARWELL, President

By:

DEMETRA FARWELL, Secretary

EXHIBIT “A”

CONTRACTOR’S PROPOSAL

DATED: MARCH 29, 2016

AND

DESCRIPTION OF SCOPE OF SERVICES/WORK

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



ALL CITY MANAGEMENT SERVICES

March 29, 2016

Chief Roland Chacon
City of Laguna Hills
24035 El Toro Rd.
Laguna Hills, CA 92653

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement with the City of Laguna Hills for Crossing Guard Services through the 2016-2017 fiscal year

All City Management Services (ACMS) is keenly aware of the difficult economic times faced by many of our clients. Many Agencies continue to reassess their budgets against the need to maintain critical services and provide for public safety.

In light of these circumstances ACMS has placed a price freeze on our billing rate for the coming 2016-2017 fiscal year for the City of Laguna Hills. The hourly billing rate will remain at (\$16.79) per hour.

We look forward to another safe and successful school year. If you have any questions, please feel free to contact us.

Sincerely,

Demetra Farwell, Corporate Secretary

"The Crossing Guard Company"



ALL CITY MANAGEMENT SERVICES

Client Matrix

PAYNE, CARRIE

Ph: (562) 335-3137

3101

Laguna Hills, City of

		MON	TUE	WED	THU	FRI
1.1 Alicia/Wilkes		7:35 AM - 8:20 AM	7:35 AM - 8:20 AM	7:35 AM - 8:20 AM	7:35 AM - 8:20 AM	7:35 AM - 8:20 AM
Lomarena Elem.	949.581.1370	2:20 PM - 3:05 PM	2:20 PM - 3:05 PM	1:05 PM - 1:50 PM	2:20 PM - 3:05 PM	2:20 PM - 3:05 PM
Saddleback Valley	Reg 4 Other 4					
1.2 Alicia/Wilkes		7:35 AM - 8:20 AM	7:35 AM - 8:20 AM	7:35 AM - 8:20 AM	7:35 AM - 8:20 AM	7:35 AM - 8:20 AM
Lomarena Elem.	949.581.1370	2:20 PM - 3:05 PM	2:20 PM - 3:05 PM	1:05 PM - 1:50 PM	2:20 PM - 3:05 PM	2:20 PM - 3:05 PM
Saddleback Valley	Reg 4 Other 4					
2 Earhart/Barents		7:40 AM - 8:25 AM	7:40 AM - 8:25 AM	7:40 AM - 8:25 AM	7:40 AM - 8:25 AM	7:40 AM - 8:25 AM
Lomarena Elem.	949.581.1370	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	1:00 PM - 1:45 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM
Saddleback Valley	Reg 4 Other 4					
3 Santa Victoria/Barbera		7:25 AM - 8:10 AM	7:25 AM - 8:10 AM	7:25 AM - 8:10 AM	7:25 AM - 8:10 AM	7:25 AM - 8:10 AM
San Joaquin Elem.	949.581.3450	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM	1:45 PM - 2:30 PM
Saddleback Valley	Reg 4 Other 4					
4.1 La Paz/ Paseo De Valencia		8:00 AM - 8:45 AM	8:00 AM - 8:45 AM	8:00 AM - 8:45 AM	8:00 AM - 8:45 AM	8:00 AM - 8:45 AM
Valencia Elem.	949.830.3650	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM
Saddleback Valley	Reg 4 Other 4					
4.2 La Paz/Paseo De Valencia		8:00 AM - 8:45 AM	8:00 AM - 8:45 AM	8:00 AM - 8:45 AM	8:00 AM - 8:45 AM	8:00 AM - 8:45 AM
Valencia Elem.	949.830.3650	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM
Saddleback Valley	Reg 4 Other 4					

All City Management Services Inc.

Client Worksheet 2016 - 2017

Department: 3101

Billing Rate for 2016/2017: \$16.79

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

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

		24		180		\$16.79	=	\$72,532.80
6	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School Sites

No estimate for Summer School based on 2015

TOTAL PROJECTED HOURS

4320

TOTAL ANNUAL PROJECTED COST

\$72,532.80



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT ROLAND CHACON
CHIEF OF POLICE SERVICES**

**ISSUE: FISCAL YEAR 2016/2017 TRAUMA INTERVENTION PROGRAM
AGREEMENT**

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED VICTIM SUPPORT SERVICES AGREEMENT FOR FISCAL YEAR 2016/2017 WITH TRAUMA INTERVENTION PROGRAMS, INC. AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

SUMMARY:

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

The Agreement ensures the level of services provided by TIP will remain the same as in years past. This includes providing the City with TIP volunteer availability and services 24-hours a day for the year. Some of the services TIP provides are grief counseling, referral services, shelter, food, and transportation arrangements.

FISCAL IMPACT:

The total cost of the service is \$3,641.28 which equates to \$0.12 per capita based on the 2010 City population estimate of 30,344 from the 2010 United States Census Report. The cost per capita did not increase over last year.

ATTACHMENTS:

- Fiscal Year 2016/2017 Trauma Intervention Program Agreement

VICTIM SUPPORT SERVICES AGREEMENT
(Trauma Intervention Programs, Inc. – Fiscal Year 2016/17)

THIS AGREEMENT FOR VICTIM SUPPORT SERVICES (the “Agreement”) is made, entered into, and effective this 1st day of July 2016, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (“City”), and TRAUMA INTERVENTION PROGRAMS, INC., a California corporation (“Contractor”).

RECITALS

A. City requires the services of a qualified contractor equipped and trained in appropriate procedures to provide emotional aid and practical support to victims of traumatic events and their families in the first few hours following a tragedy in the City of Laguna Hills (“Project”).

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

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

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

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

AGREEMENT

1. CONTRACTOR SERVICES

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

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

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

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

2. TIME FOR COMPLETION.

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

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the schedule of fees set forth in **Exhibit "A,"** which total contract amount shall not exceed \$3,641.28 (i.e., 30,344 population x 12¢).

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

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

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

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

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

4. PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2015, and ending on June 30, 2016, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

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

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

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

5.4 Independent Contractor.

A. The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the services and work under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of services and work performed by Contractor under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against

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

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

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

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

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

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

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

6.1.3 Verification of Coverage. Contractor shall furnish City with both original certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be

signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies.

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

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

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

7. RECORDS AND REPORTS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer

or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter

time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

To Contractor:

Trauma Intervention Programs, Inc.
Attention: Founder and CEO
24301 Airport Way
Laguna Niguel, CA 92677

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

**“CITY”
City of Laguna Hills**

Date: _____

By: _____
Barbara D. Kogerman
Mayor

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Melissa Au-Yeung,
City Clerk

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

Date: _____

By : _____
Wayne Fortin, Founder & CEO

Date: _____

By : _____
Maryann Vinci,
Admin Assistant / Assistant Treasurer

EXHIBIT “A”

CONTRACTOR’S SCOPE OF SERVICES/WORK

Including

Schedule of Fees

and

Schedule of Performance

EXHIBIT “A”

CONTRACTOR’S SCOPE OF SERVICES/WORK

Schedule of Fees

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

Schedule of Performance and Services

Trauma Intervention Programs, Inc., hereinafter referred to as “TIP”, shall provide a range of emotional and practical support services to victims of traumatic events and their family members in the City of Laguna Hills (hereinafter referred to as “clients”) including, but not limited to providing on-scene emotional comfort and support to clients; help arrange for shelter, clothing, food, and transportation for clients; assist police officers with death notifications; serve as liaisons between the victims and the emergency personnel; provide information and referrals to appropriate agencies for ongoing support of clients; and serve as temporary protectors for vulnerable victims.

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

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

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

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

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



**Trauma
Intervention
Programs,
Inc.**

Orange County Chapter
24301 Airport Way
Laguna Niguel, CA 92677
(714) 314-0744
www.tiporangecounty.org

"Citizens helping citizens in crisis"

Advisory Committee

Randal J Bressette
Former Councilmember
City of Laguna Hills

Captain Bryan Glass
Costa Mesa Police Department

Jeff Hetschel, Chaplain
Hoag Irvine

Sandy Hill
Mission Viejo

Sheriff Sandra Hutchens, OCSD

Norman Jeune, Lead Chaplain
CHOC

Kathryn McCullough
Former Councilmember
City of Lake Forest

Neil O'Connor, CEO
O'Connor Mortuary

Emanuel Patrascu
District Director
CA State Assembly

Phil Robinson
City of Laguna Niguel

Chief Bill Lockhart
Orange County Fire Authority

Peggy Huang, Councilmember
City of Yorba Linda

Carol Warren, Councilmember
City of Stanton

Deputy Chief Julia Engen,
Irvine Police Department

Kurt Wallace
Anaheim Police Department

Capt. Jim Fonseca
CHP, San Juan Capistrano

Megan Wagner, Deputy DA
OC District Attorney's Office

Chief Steve Beeuwsaert
CHP (retired)

Vivienne de Costa

Ryan Daffron

Date: February 15, 2016

To: Lt. Roland Chacon
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

From: Wayne Fortin, Founder *Wayne Ft*
Trauma Intervention Programs of Orange County

Re: 2016-2017 Contract with TIP

I know that you are putting together next year's budget, and I hope that you will renew your contract with TIP. The cost to the City of Laguna Hills will be \$3,641.28 the same as last year.

If you have any questions, please contact me at 714-314-0744. Thanks.

Awards

Recipient – Paul H. Chapman Award from the Foundation for Improvement of Justice (2009)
2000 National Crime Victim Service Award
Innovations in State and Local Government Award (1991)



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CABOT ROAD
BIOSWALE PROJECT, CIP NO. 410A**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND
SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS OF THE
CABOT ROAD BIOSWALE PROJECT, CIP NO. 410A.**

SUMMARY:

The Plans and Specifications are complete for the Cabot Road Bioswale Project, CIP No. 410A, and the project is ready for advertisement for bids. The project, located on the easterly side of Cabot Road northerly of Paseo de Valencia, is designed to use natural biological processes (swales and vegetative landscaping) to clean dry-weather water flows that accumulate at a low spot southerly of the Cabot Town Center. The storm water then traverses under the Metrolink Railroad Tracks and enters the Oso Creek Channel, a tributary to San Juan Creek. This project is 70% funded by a grant from the Measure M2 Environmental Cleanup Program and will assist the City to remain in compliance with National Pollutant Discharge Elimination System (NPDES) Permit requirements. A portion of the project will be within Orange County Transportation Authority (OCTA) owned property and a License Agreement will be required for the planned usage. Approval of the plans and specifications and authorization to advertise the project for bids is recommended.

BACKGROUND:

In 2013, the City successfully applied for grant funds under the Measure M2 Tier 2 Environmental Cleanup Program for the development of a natural process water treatment control at the confluence of storm drain outfalls on the easterly side of Cabot Road northerly of Paseo de Valencia, known as the Cabot Bioswale Project, CIP No. 410A. Please see the attached Vicinity Map and project Concept Sketch. The plans and specifications for this project have been prepared by Richard Fisher Associates, are on file with the office of the City Clerk, and available for City Council review.

The project is designed to use natural biological processes (swales and vegetative landscaping) to clean dry-weather water flows that accumulate at a low spot southerly of the Cabot Town Center. The storm water then traverses under the Metrolink Railroad Tracks via a storm drain extension and enters the Oso Creek Channel, a tributary to San Juan Creek. The project will treat 100% of dry-weather water flows estimated to be 7.1 million gallons per year and will provide a bypass for storm event water flows. The project is a water quality improvement work effort and will assist the City to remain in compliance with the intent and regulation of the San Diego Regional Water Quality Control Board NPDES Permit. The project will also eliminate an existing ponding area that can contribute to vectors and provide a landscape improvement to an otherwise fallow area.

A portion of the project will be within property owned by the OCTA which will require the City to enter into a License Agreement with OCTA, provide insurance, and provide an annual lease payment. The OCTA standard form License Agreement will be presented for City Council consideration at the time of the recommendation for an award of contract for the construction project. The Measure M2 grant funds for this project require the award of contract prior to June 30, 2016.

The Landscape Architects construction cost estimate for this project is \$210,000.

FISCAL IMPACT:

The Cabot Bioswale Project, CIP No. 410A, is included in the current Fiscal Year Capital Improvement Program in the amount of \$251,000. The Measure M2 grant funds available for this project are \$175,700, and a City match of 30% in the amount of \$75,300. The construction cost estimate is within the budgeted funds.

CEQA FINDINGS:

This project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14, Chapter 3, Section 15304 of the California Code of Regulations (Class 4 - Minor Alterations to Land) since the project will result in minor alterations to existing conditions that exist on the site for the purpose of constructing a bioswale improvement area in order to clean dry-weather water flows that accumulate at this low spot. Proposed activities include minor land contouring, and the installation of bioswales and landscaping within a +/- 8,000 square foot fallow area located immediately adjacent to Cabot Road. The project would use natural processes to filter stormwater runoff which already drains to the site via a confluence of storm drain outfalls on the east side of Cabot Road.

ATTACHMENTS:

- Vicinity Map
- Concept Sketch

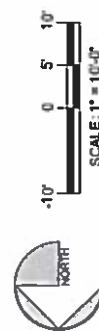
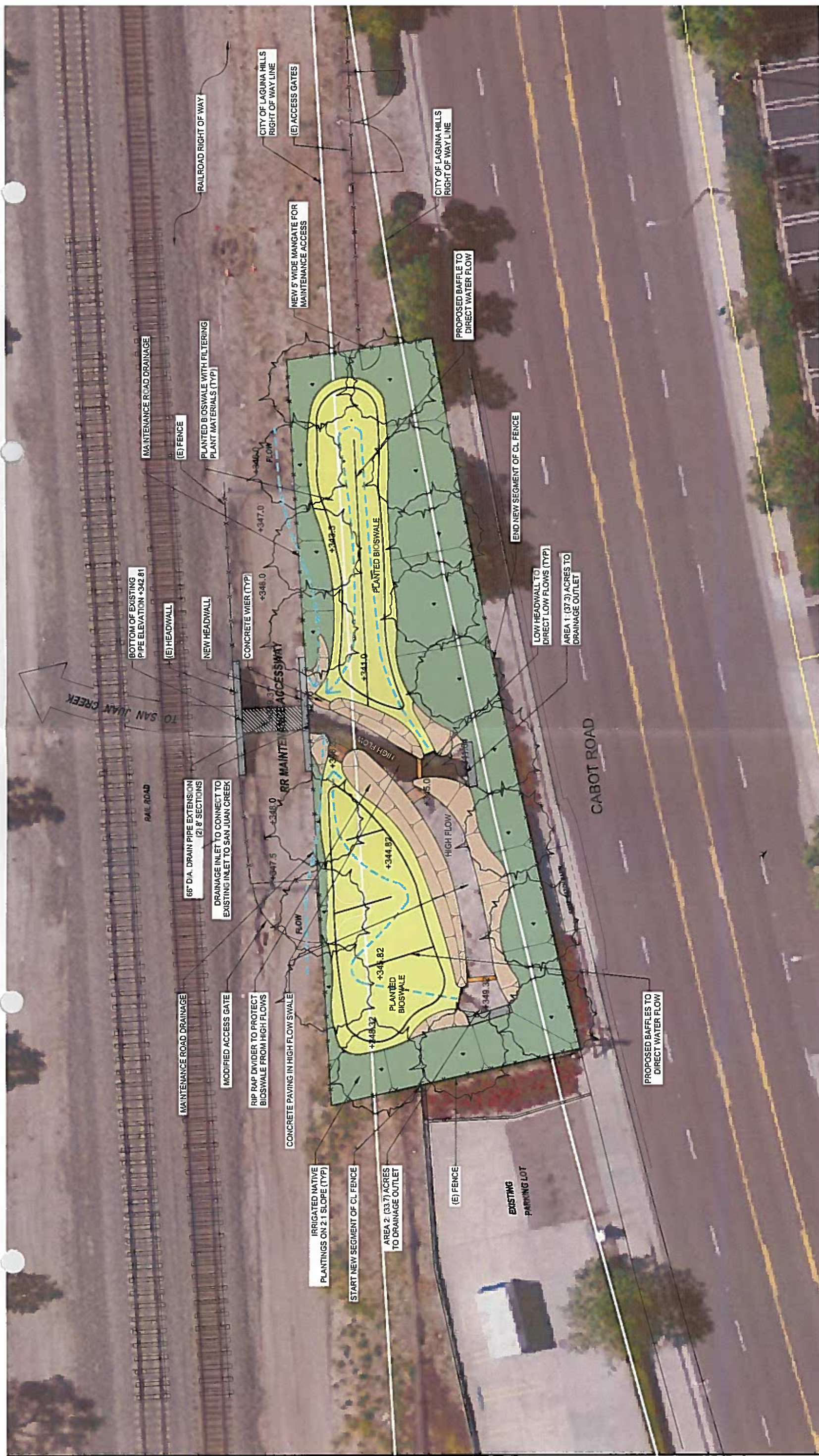


 NORTH
45m
100ft
Date: 05/02/16

CABOT BIOSWALE VICINITY MAP



5/10/2016 ITEM NO. 3.7



2001 EAST FIRST STREET, SUITE 100
SANTA ANA, CA 92705
PHONE: (714) 245-9270
FAX: (714) 245-9275



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: GRANT OF REAL PROPERTY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO MOULTON NIGUEL WATER DISTRICT FOR WATER PRESSURE REDUCING STATION FACILITIES AT: (1) SOUTH SIDE LARGO DRIVE EASTERLY OF SUNBURST AVENUE; AND (2) NORTH SIDE STOCKPORT STREET WESTERLY OF WILKES PLACE

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE GRANTING OF EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO MOULTON NIGUEL WATER DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER PRESSURE REDUCING STATION FACILITIES AT: (1) SOUTH SIDE LARGO DIRVE EASTERLY OF SUNBURST AVENUE; AND (2) NORTH SIDE STOCKPORT STREET WESTERLY OF WILKES PLACE AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS.

SUMMARY:

The Moulton Niguel Water District (MNWD) provides water and sewer services to approximately two-thirds of the community and is seeking to improve their water service by the construction of two Pressure Reducing Stations (PRS) within City owned property. The PRS will adjust the water pressure from a high pressure zone to a lower pressure zone for a certain area of the community to provide better water pressure and flow for the residents. One PRS will be located on the south side of Largo Drive easterly of Sunburst Avenue in City open space and the second PRS will be located adjacent to Stockport Park on the north side of Stockport Street westerly of Wilkes Place. Both of these locations will require the granting of a Temporary Construction Easement and a Real Property Easement to MNWD to allow for the construction and maintenance of the PRS facilities. The majority of the PRS installations are below ground with only minor equipment and a retaining wall above ground. Approval of the granting of the requested easements is recommended as described and depicted on the attached easement documents.

BACKGROUND:

In order to ensure an adequate water supply it is often necessary to move water from a higher pressure zone to a lower pressure zone. The adjustment of water zone pressure to appropriate levels for residential customer use is accomplished through the function of a PRS. MNWD is seeking to upgrade its water delivery system with the construction of two new PRS facilities and has requested the City grant easements necessary to construct and maintain these facilities outside of the typical street right-of-way.

As shown on the attached easement documents, MNWD is seeking Temporary Construction Easements and Real Property Easements for the construction and maintenance of PRS facilities located at: (1) on the south side of Largo Drive easterly of Sunburst Avenue within the City open space; and (2) on the north side of Stockport Street westerly of Wilkes Place in Stockport Park. Neither location will impact the City or community uses of the City's properties. The City will remain the fee owner of the properties. MNWD has purposefully located the PRS facilities out of the street right-of-way to improve access, safety, and operations and to avoid repetitive impacts to pedestrian or vehicular traffic when the facilities are being serviced.

For both PRS facilities the majority of all equipment will be installed underground in a vault. There will be minor above-ground facilities typically consisting of air vents and access hatches. At the Largo Drive site, a masonry slump stone wall of approximately five feet in height will be constructed in order to create the flat space for the vault. At the Stockport Street site, a low curb will be installed to protect the equipment. Overall, the proposed PRS facilities, and the necessary easement areas, are intended to serve the public good by improving water supply services. MNWD has provided a picture of a similar PRS facility located in the City of Laguna Niguel (please see the attached photograph). The Laguna Hills' installations will not exactly match this picture but will be similar in shape, size, and facilities.

The easement documents have been reviewed and approved by the office of the City Attorney.

FISCAL IMPACT:

No compensation is proposed for the granting of the easements. The City will receive Encroachment Permit fees as necessary to inspect the proposed construction.

ATTACHMENTS:

- PRS Facility Photograph
- Largo Drive Temporary Construction Easement and Grant of Easement
- Stockport Street Temporary Construction Easement and Grant of Easement



Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Mr. Marc Serna, P.E.
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

Exempt Govt.
Code Sec. 6103

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT TO
MOULTON NIGUEL WATER DISTRICT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF LAGUNA HILLS**, a municipal corporation and general law city organized and existing under the laws of the State of California ("Grantor") hereby grants and conveys to **MOULTON NIGUEL WATER DISTRICT** and its successors and assigns (collectively, "Grantee") a non-exclusive **TEMPORARY CONSTRUCTION EASEMENT** and right-of-way for construction, installation and access purposes in connection with water pressure reducing station facilities, including, specifically, but not by way of limitation, the right to ingress and egress, to place equipment and materials, and to install, construct, inspect, survey, maintain, repair, and improve a water pressure reducing station and appurtenant facilities, which may be above-ground in whole or in part, consisting of a pressure reduction valve vault, valve box cover, pressure relief discharge assembly, air vent, concrete pad, concrete curbing, retaining wall, and associated pipelines, valves, and meters as depicted in **Figure 1** (collectively, the "Utility Improvements") which is attached hereto and by this reference incorporated herein, in, over, under, upon, along, through and across the real property hereinafter described.

Said easement shall lie in, over, under, upon, along, through and across such certain real property situated in the County of Orange, State of California, described in **Exhibit A** and depicted in **Exhibit B** (the "Easement Area") both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along said strip of land for the construction and installation of the Utility Improvements by Grantee.

This **TEMPORARY CONSTRUCTION EASEMENT** and the rights and privileges conferred to Grantee pursuant to this **TEMPORARY CONSTRUCTION EASEMENT** shall continue in full force and effect until 30 days after a Notice of Completion is recorded with the County of Orange for the improvements (2011 PRS Relocation Project Contract Nos. 2011.010, 2011.012, 2011.015). Upon the occurrence of this event, this **TEMPORARY CONSTRUCTION EASEMENT**, together with the rights and privileges and obligations evidenced hereby, shall automatically terminate immediately and become null and void.

All work performed by Grantee within the Easement Area shall be performed in a good and workmanlike, lien free manner, and in compliance with all applicable laws, rules, and regulations.

If any portion of this **TEMPORARY CONSTRUCTION EASEMENT** or any property of Grantor located on or in proximity to the Easement Area is damaged by, or in connection with, any of the activities conducted by Grantee described hereunder, Grantee shall, at its sole cost, and to the reasonable satisfaction of Grantee, repair any and all such damage and restore the Easement Area or such property to its previous condition, prior to recordation of the Notice of Completion with the County of Orange.

Grantee shall, to the fullest extent permitted by law, defend (at Grantee's sole cost and expense with legal counsel reasonably acceptable to Grantor), indemnify, protect, and hold harmless Grantor, its elected and appointed officers and officials, employees, agents, volunteers, and representatives (collectively, "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 (Grantee's employees included), for damage to property, including property owned by Grantor, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to, either directly or indirectly, Grantee's exercise of any rights granted by, or obligations imposed by, this **TEMPORARY CONSTRUCTION EASEMENT**, including but not limited to installation, construction, inspection, survey, maintenance, repair, and improvement of the Utility Improvements and all necessary and proper fixtures and equipment for use in connection therewith, but excluding such Claims arising from the sole negligence or willful misconduct of Grantor, its elected or appointed officers and officials, employees, agents, volunteers, and representatives.

The persons or concerns representing Grantor in granting this **TEMPORARY CONSTRUCTION EASEMENT** to Grantee represent and warrant that Grantor is the owner of the herein described property and Easement Area, or has the right to make this conveyance, and that they have advised Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust, and that this grant of **TEMPORARY CONSTRUCTION EASEMENT** shall be binding on Grantor and its successors and assigns.

[SIGNATURES ON NEXT PAGE]

GRANTOR

CITY OF LAGUNA HILLS, a California
municipal corporation and general law city

Dated: _____

By: _____
Barbara D. Kogerman, Mayor

ATTEST:

Melissa Au-Yeung, City Clerk

APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney

GRANTEE

MOULTON NIGUEL WATER DISTRICT, a
California water district

Dated: April 11, 2016

By: 
Its: Director of Engineering & Operations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

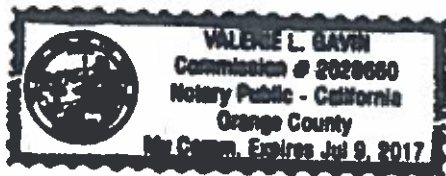
On April 11, 2016 before me, Valerie L. Gavin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Marc A. Serna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Valerie L. Gavin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

FIGURE 1
Utility Improvements

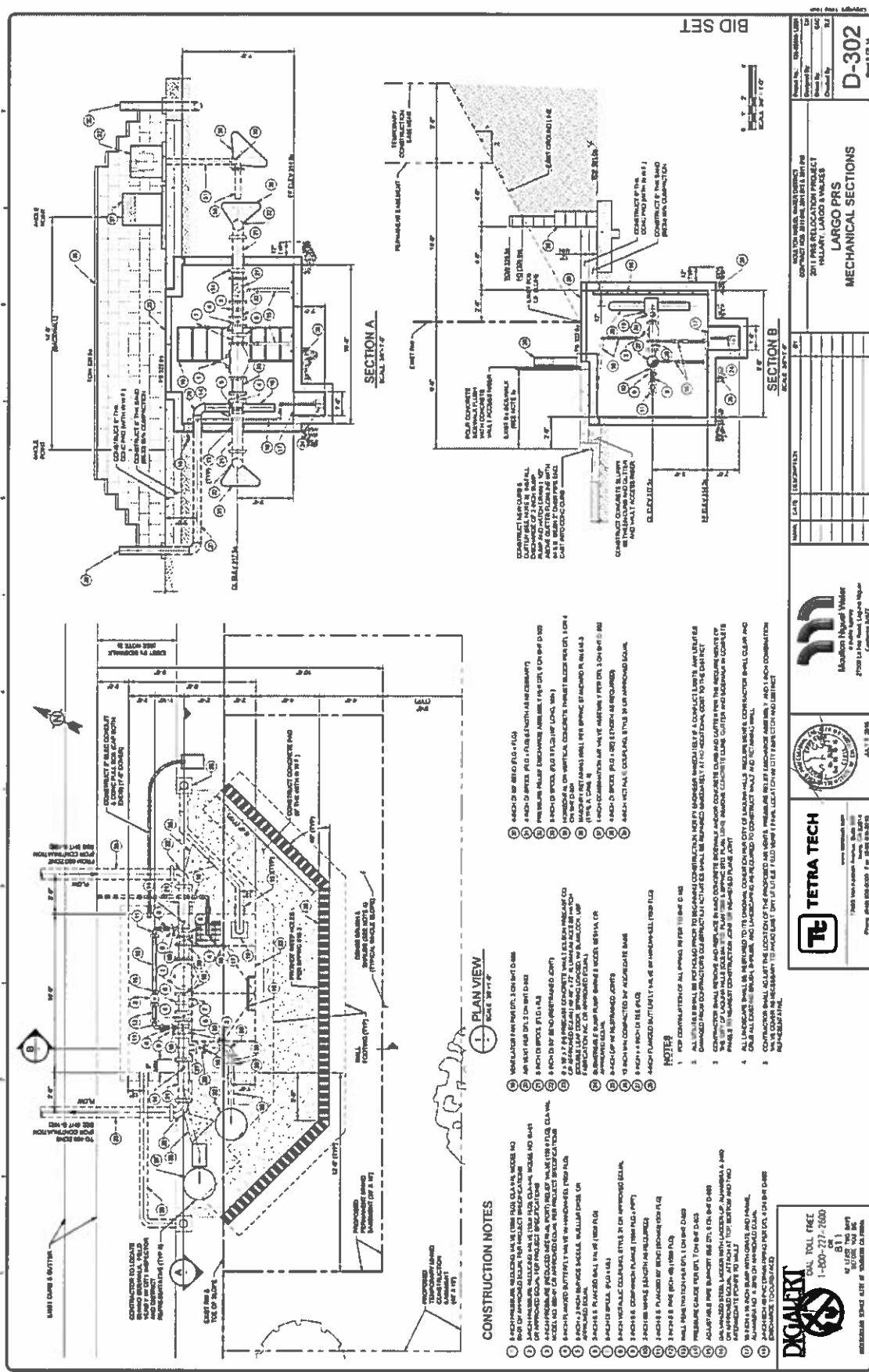


EXHIBIT A
Legal Description of Easement Area

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND 5.00 FEET WIDE OVER THAT PORTION OF LOT C OF TRACT NO. 9035, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 398, PAGES 3 THROUGH 8, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY LINES BEING DESCRIBED AS FOLLOWS:

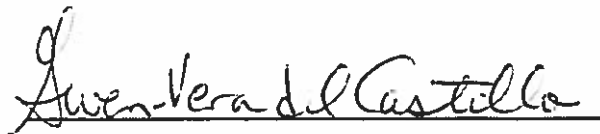
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT C; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT SOUTH 64°36'00" WEST 19.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 25°24'00" EAST 10.00 FEET; THENCE SOUTH 64°36'00" WEST 35.00 FEET; THENCE NORTH 25°24'00" WEST 10.00 FEET TO SAID NORTHWESTERLY LOT LINE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE NORTHWESTERLY IN SAID NORTHWESTERLY LOT LINE.

CONTAINING 325 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

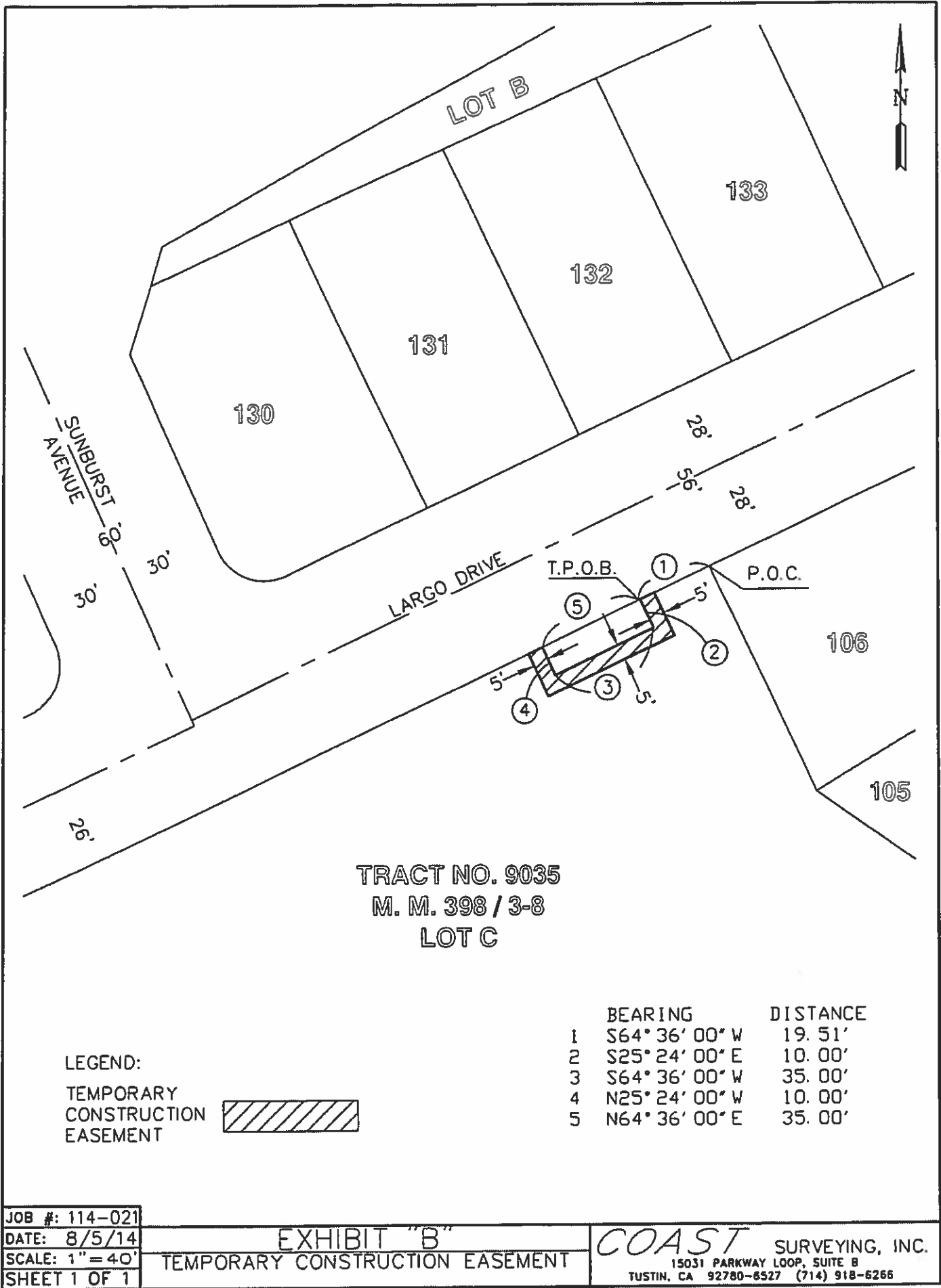
DATED THIS 7TH DAY OF AUGUST, 2014



GWEN-VERA DEL CASTILLO, PLS 5108



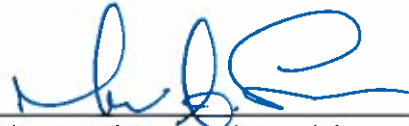
EXHIBIT B
Depiction of Easement Area



CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by the **GRANT OF TEMPORARY CONSTRUCTION EASEMENT** to MOULTON NIGUEL WATER DISTRICT dated April 11, 2016, from CITY OF LAGUNA HILLS, a municipal corporation and general law city organized and existing under the laws of the State of California, to MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors of Moulton Niguel Water District, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and the MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer or employee.

Dated this 11 day of April, 2016.



Director of Engineering and Operations
MOULTON NIGUEL WATER DISTRICT

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Mr. Marc Serna, P.E.
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

NO CONSIDERATION

**GRANT OF EASEMENT TO
MOULTON NIGUEL WATER DISTRICT
FOR WATER PRESSURE REDUCING STATION FACILITIES**

Exempt Govt.
Code Sec. 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF LAGUNA HILLS**, a municipal corporation and general law city organized and existing under the laws of the State of California, ("Grantor") hereby grants and conveys to **MOULTON NIGUEL WATER DISTRICT** and its successors and assigns (collectively, "Grantee") a perpetual non-exclusive easement and right-of-way for a water pressure reducing station and appurtenant facilities, which may be above-ground in whole or in part, consisting of a pressure reducing valve vault, valve box cover, pressure relief discharge assembly, air vent, concrete pad, concrete curbing, retaining wall, and associated pipelines, valves, and meters, as depicted in **Figure 1** (collectively, the "Utility Improvements") which is attached hereto and by this reference incorporated herein, to convey water from high pressure to low pressure zones for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use the Utility Improvements in, over, under, upon, along, through and across the real property hereinafter described together with ingress and egress thereon, and the right to enter upon and to pass and re-pass over and along said real property (collectively the "Authorized Activities").

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Orange, State of California, described in **Exhibit A** and depicted in **Exhibit B** (the "Easement Area") both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area to conduct the Authorized Activities. Such easements shall run for the benefit of Grantee, its officers, agents and employees and persons under contract with Grantee.

It is understood and agreed that the easement and right-of-way acquired herein is acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement

Area to the extent that such use will not interfere with or prohibit the full and free exercise of said easement and right-of-way by the Grantee.

Grantee shall exercise the rights herein granted in accordance with all applicable laws, rules, and regulations and in such a manner as to interfere as little as possible with such uses as Grantor may now or hereafter establish in the Easement Area, provided such uses are not inconsistent with the rights granted herein.

Grantee shall use its best efforts to minimize alteration, removal, or damage to any improvements, landscaping, natural terrain and natural vegetation in the Easement Area in connection with Grantee's exercise of the rights herein granted, and Grantee shall, at its own expense and to the reasonable satisfaction of Grantor, replace or otherwise restore any improvements, landscaping, natural terrain and natural vegetation in the Easement Area, that do not interfere with GRANTEE's use and enjoyment of the Easement Area, which are altered, removed, or damaged as a result of or in connection with Grantee's exercise of the rights herein granted and/or Grantee's negligence or willful misconduct.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground in the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities in the Easement Area without first obtaining the prior written consent of Grantee. Grantee agrees that it will not unreasonably withhold or delay such consent.

Grantee shall promptly complete the repair and/or replacement, at its sole cost and expense, of the roadways, streets, backfill, curbs, gutters, sidewalks, and other roadway appurtenances that are damaged by Grantee as a result of the Authorized Activities.

Except for the Utility Improvements, Grantee shall not construct, place, maintain, erect, operate, or use any additional infrastructure or other structures, equipment, or facilities of any nature whatsoever within the Easement Area without prior written approval of Grantor.

Prior to installation/initial construction of the Utility Improvements within the Easement Area and any subsequent activities which would expand said improvements, Grantee shall obtain the prior written consent of Grantor, which consent shall not be unreasonably withheld, but shall be subject to all applicable governmental laws, rules, and regulations.

All Utility Improvements constructed or placed within the Easement Area by Grantee shall be operated and maintained at no cost to Grantor. Grantee shall maintain the Utility Improvements in good repair and working order at all times.

Grantee shall, at its own expense and to the reasonable satisfaction of Grantor, remove or cause to be removed any graffiti on the Utility Improvements. Grantee shall commence said removal within 48 hours of either: (1) Grantee's discovery of such graffiti; or (2) Grantor notifying Grantee of such graffiti. Graffiti shall include without limitation any painting, cutting, scratching, affixing, or attaching of anything to the vault box cover, concrete pad, concrete curbing, retaining wall or any other above-ground facilities appurtenant to the water pressure reducing station. Graffiti removal may be accomplished by painting with color-matched paint, soda/sand blasting, or pressure washing and Grantee shall diligently work to complete said work within said 48 hour period or as soon thereafter as reasonably feasible.

Grantor shall have the right to access, at its sole authority and discretion, the Easement Area to inspect and/or perform maintenance on any municipal infrastructure, landscape or hardscape located within or adjoining the Easement Area, provided that such activities do not unreasonably interfere with Grantee's use therein.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantee covenants and agrees for itself and its successors and assigns that if Grantor, or its successors and assigns, requests any future relocation of the Utility Improvements described herein, the cost of said relocation shall be at the sole expense of Grantee or its successors and assigns and that Grantor shall have no responsibility for such costs. In the event of any such relocation, Grantor agrees to furnish to Grantee a good and sufficient permanent grant of easement in property owned in fee title by Grantor, to the extent such property is available and appropriate for Grantee's intended use, for the new alignment/location of the Utility Improvements agreeable to both Grantor and Grantee, which grant of easement shall be in a form substantially similar to this Grant of Easement.

Grantee shall, to the fullest extent permitted by law, defend (at Grantee's sole cost and expense with legal counsel reasonably acceptable to Grantor), indemnify, protect, and hold harmless Grantor, its elected and appointed officers and officials, employees, agents, volunteers, and representatives (collectively, "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 (Grantee's employees included), for damage to property, including property owned by Grantor, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to, either directly or indirectly, Grantee's exercise of any rights granted by, or obligations imposed by, this easement, including but not limited to construction, installation, repair, maintenance, operation, and use of the Utility Improvements and all necessary and proper fixtures and equipment for use in connection therewith, but excluding such Claims arising from the sole negligence or willful misconduct of Grantor, its elected or appointed officers and officials, employees, agents, volunteers, and representatives.

This easement shall terminate upon the occurrence of any of the following: (a) there is a modification or alteration of the Utility Improvements within the Easement Area by Grantee that is inconsistent with the exclusive purpose for the grant of the rights herein; (b) there is a change in the use of the Easement Area by Grantee that is not authorized by this easement; (c) the Utility Improvements are relocated or removed; (d) Grantee is in continuing violation of any of the terms or express limitations of the easement rights granted herein; (e) the easement is abandoned; or (f) upon Grantee's execution and tender of a quitclaim deed to Grantor. Upon termination of this easement, Grantee shall, at its sole cost and expense, furnish Grantor a good and sufficient quitclaim deed of all rights, title, and interest herein granted and shall promptly restore the Easement Area to substantially the same condition as existing prior to the grant of this easement.

Should Grantee abandon the easement, then the easement rights granted hereunder shall lapse and revert to Grantor, its successors and assigns. Such abandonment shall be conclusively presumed following non-use of the Easement Area by Grantee for a period of one (1) year and with use not being resumed within sixty (60) days following receipt of written notice of abandonment (sent certified, return-receipt-requested) from Grantor to Grantee. On such abandonment, and upon Grantor's request, Grantee shall execute any and all necessary documents to evidence such abandonment. If Grantee fails

to execute such documents within thirty (30) days after receipt, Grantor is hereby authorized, as Grantee's attorney-in-fact, to execute all necessary documents evidencing such abandonment on behalf of Grantee.

Nothing contained herein shall result in a forfeiture or reversion of Grantor's fee title to the Easement Area in any respect.

Grantor represents and warrants to Grantee that Grantor is the owner in fee title of the herein described property, and has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Grant of Easement and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

GRANTOR

CITY OF LAGUNA HILLS, a California
municipal corporation and general law city

Dated: _____

By: _____
Barbara D. Kogerman, Mayor

ATTEST:

Melissa Au-Yeung, City Clerk

APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney

GRANTEE

MOULTON NIGUEL WATER DISTRICT, a
California water district

Dated: 4-11-16

By: 

Its: Director of Engineering & Operations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

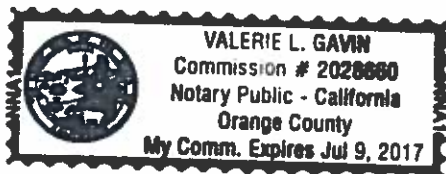
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On April 11, 2016 before me, Valerie L. Gavin, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Marc A. Serna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Valerie L. Gavin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

FIGURE 1
Utility Improvements

FIGURE 1

EXHIBIT A
Legal Description of Easement Area

EXHIBIT A
LEGAL DESCRIPTION
EASEMENT

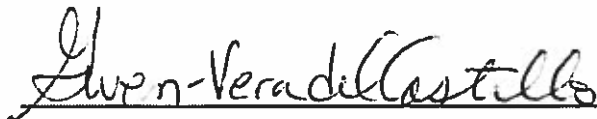
THAT PORTION OF LOT C OF TRACT NO. 9035, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 398, PAGES 3 THROUGH 8, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT C; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT SOUTH 64°36'00" WEST 19.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 25°24'00" EAST 10.00 FEET; THENCE SOUTH 64°36'00" WEST 35.00 FEET; THENCE NORTH 25°24'00" WEST 10.00 FEET TO SAID NORTHWESTERLY LOT LINE; THENCE ALONG SAID NORTHWESTERLY LOT LINE NORTH 64°36'00" EAST 35.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 350 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

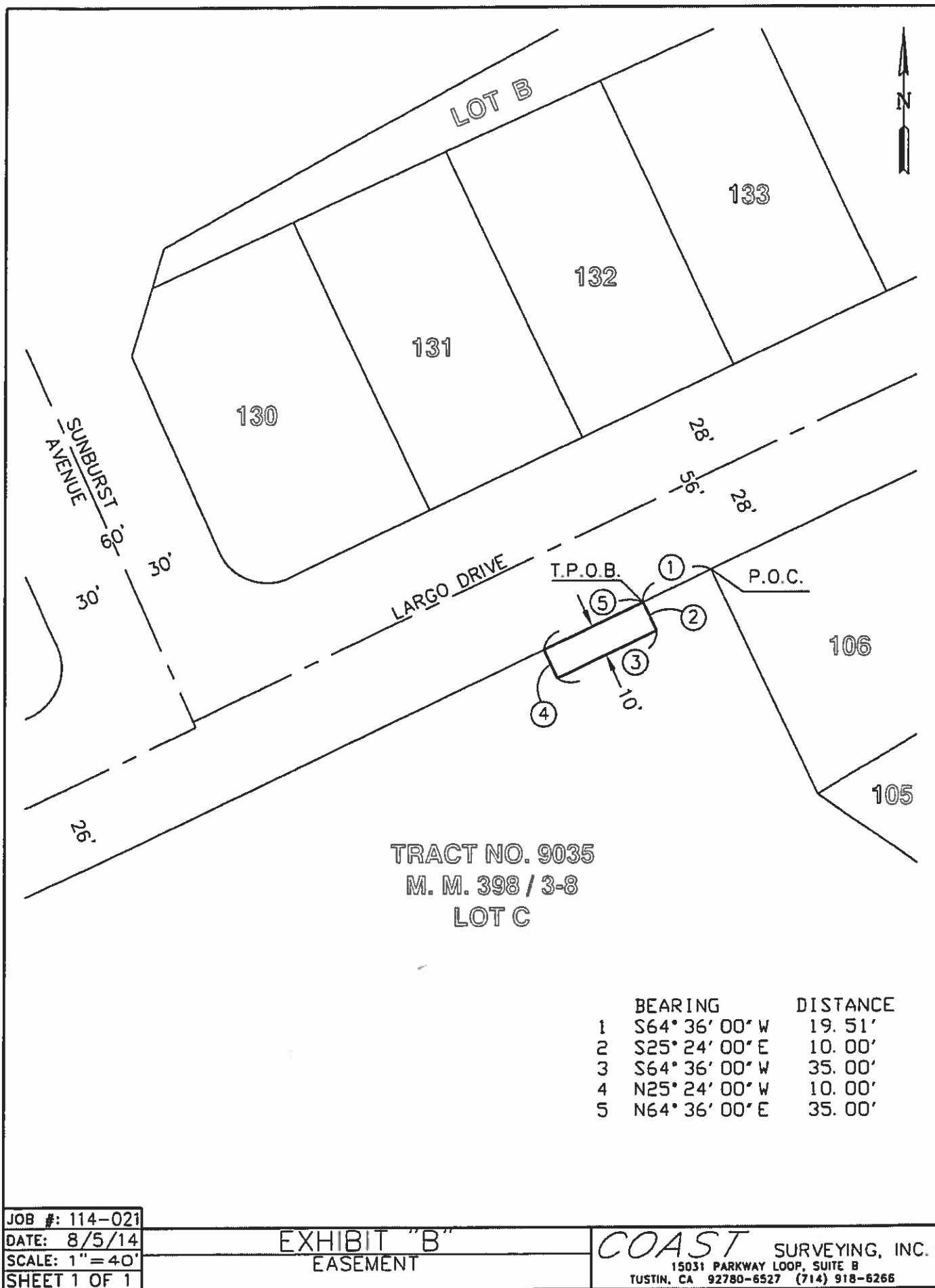
DATED THIS 7TH DAY OF AUGUST, 2014



GWEN-VERA DEL CASTILLO, PLS 5108



EXHIBIT B
Depiction of Easement Area



CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by Deed of Grant of Easement dated April 11, 2016, from CITY OF LAGUNA HILLS, a municipal corporation and general law city organized and existing under the laws of the State of California, to MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer.

Dated this 11 day of April, 2016.



(Director of Engineering and Operations)
MOULTON NIGUEL WATER DISTRICT and of the
Board of Directors hereof

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Mr. Marc Serna, P.E.
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

Exempt Govt.
Code Sec. 6103

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT TO
MOULTON NIGUEL WATER DISTRICT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF LAGUNA HILLS**, a municipal corporation and general law city organized and existing under the laws of the State of California ("Grantor") hereby grants and conveys to **MOULTON NIGUEL WATER DISTRICT** and its successors and assigns (collectively, "Grantee") a non-exclusive **TEMPORARY CONSTRUCTION EASEMENT** and right-of-way for construction, installation and access purposes in connection with water pressure reducing station facilities, including, specifically, but not by way of limitation, the right to ingress and egress, to place equipment and materials, and to install, construct, inspect, survey, maintain, repair, and improve a water pressure reducing station and appurtenant facilities, which may be above-ground in whole or in part, consisting of a pressure reduction valve vault, valve box cover, pressure relief discharge assembly, air vent, concrete pad, concrete curbing, retaining wall, and associated pipelines, valves, and meters as depicted in **Figure 1** (collectively, the "Utility Improvements") which is attached hereto and by this reference incorporated herein, in, over, under, upon, along, through and across the real property hereinafter described.

Said easement shall lie in, over, under, upon, along, through and across such certain real property situated in the County of Orange, State of California, described in **Exhibit A** and depicted in **Exhibit B** (the "Easement Area") both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along said strip of land for the construction and installation of the Utility Improvements by Grantee.

This **TEMPORARY CONSTRUCTION EASEMENT** and the rights and privileges conferred to Grantee pursuant to this **TEMPORARY CONSTRUCTION EASEMENT** shall continue in full force and effect until 30 days after a Notice of Completion is recorded with the County of Orange for the improvements (2011 PRS Relocation Project Contract Nos. 2011.010, 2011.012, 2011.015). Upon the occurrence of this event, this **TEMPORARY CONSTRUCTION EASEMENT**, together with the rights and privileges and obligations evidenced hereby, shall automatically terminate immediately and become null and void.

All work performed by Grantee within the Easement Area shall be performed in a good and workmanlike, lien free manner, and in compliance with all applicable laws, rules, and regulations.

If any portion of this **TEMPORARY CONSTRUCTION EASEMENT** or any property of Grantor located on or in proximity to the Easement Area is damaged by, or in connection with, any of the activities conducted by Grantee described hereunder, Grantee shall, at its sole cost, and to the reasonable satisfaction of Grantee, repair any and all such damage and restore the Easement Area or such property to its previous condition, prior to recordation of the Notice of Completion with the County of Orange.

Grantee shall, to the fullest extent permitted by law, defend (at Grantee's sole cost and expense with legal counsel reasonably acceptable to Grantor), indemnify, protect, and hold harmless Grantor, its elected and appointed officers and officials, employees, agents, volunteers, and representatives (collectively, "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 (Grantee's employees included), for damage to property, including property owned by Grantor, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to, either directly or indirectly, Grantee's exercise of any rights granted by, or obligations imposed by, this **TEMPORARY CONSTRUCTION EASEMENT**, including but not limited to installation, construction, inspection, survey, maintenance, repair, and improvement of the Utility Improvements and all necessary and proper fixtures and equipment for use in connection therewith, but excluding such Claims arising from the sole negligence or willful misconduct of Grantor, its elected or appointed officers and officials, employees, agents, volunteers, and representatives.

The persons or concerns representing Grantor in granting this **TEMPORARY CONSTRUCTION EASEMENT** to Grantee represent and warrant that Grantor is the owner of the herein described property and Easement Area, or has the right to make this conveyance, and that they have advised Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust, and that this grant of **TEMPORARY CONSTRUCTION EASEMENT** shall be binding on Grantor and its successors and assigns.

[SIGNATURES ON NEXT PAGE]

GRANTOR

CITY OF LAGUNA HILLS, a California
municipal corporation and general law city

Dated: _____

By: _____
Barbara D. Kogerman, Mayor

ATTEST:

Melissa Au-Yeung, City Clerk

APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney

GRANTEE

MOULTON NIGUEL WATER DISTRICT, a
California water district

Dated: 4/11/16

By: 
Its: Director of Engineering & Operations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

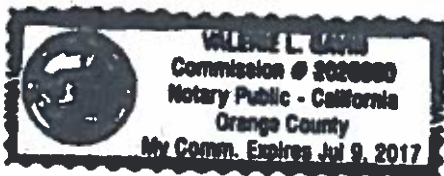
On April 11, 2016 before me, Valerie L. Gavin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Marc Serna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Valerie L. Gavin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

FIGURE 1
Utility Improvements

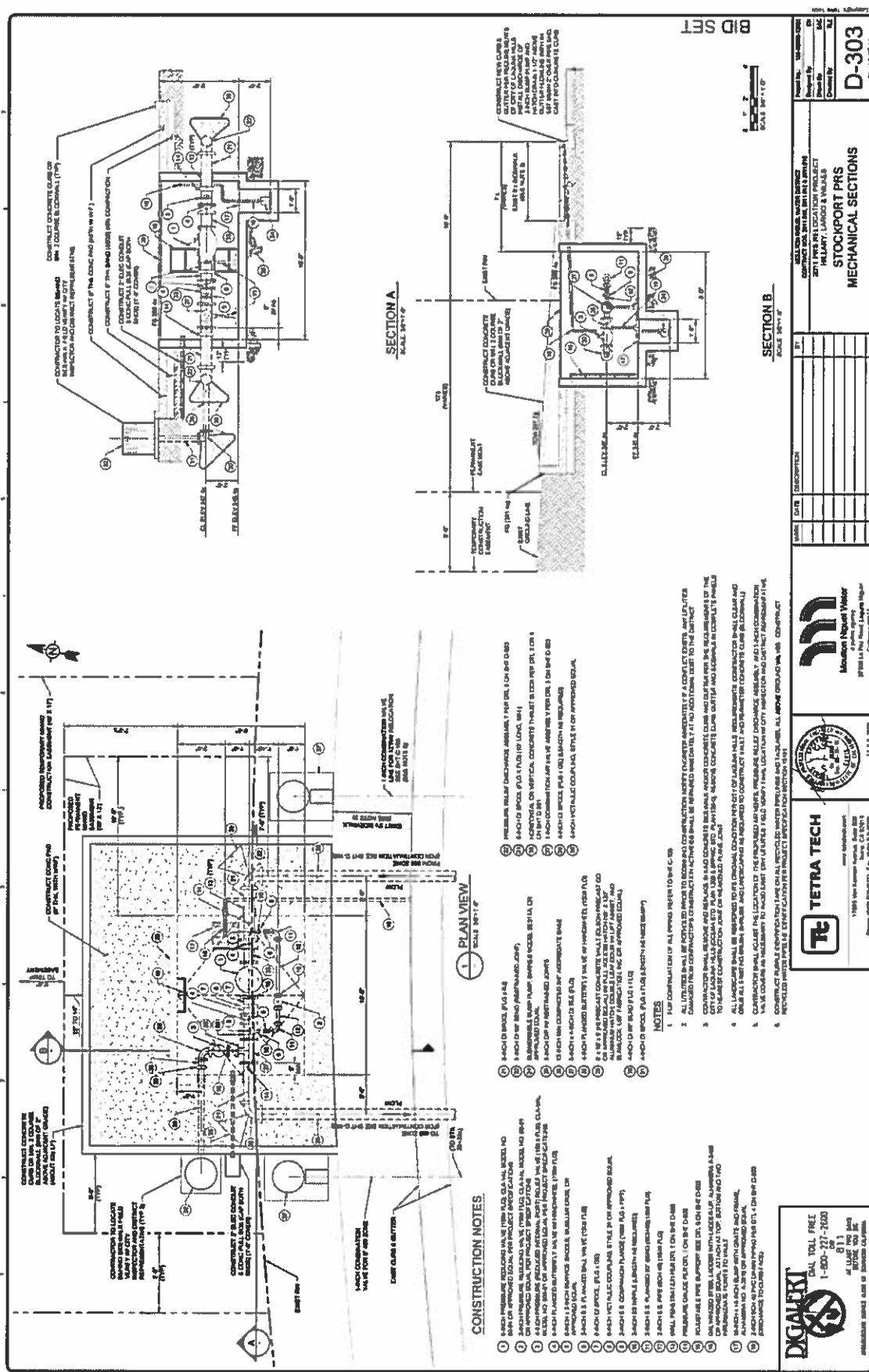


FIGURE 1

EXHIBIT A
Legal Description of Easement Area

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND 5.00 FEET WIDE OVER THAT PORTION OF LOT 60 OF TRACT NO. 8103, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 325, PAGES 40 THROUGH 43, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE WESTERLY, NORTHERLY AND EASTERLY LINES BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WILKES PLACE AND STOCKPORT STREET AS SHOWN ON SAID TRACT NO. 8103; THENCE ALONG THE CENTERLINE OF STOCKPORT STREET THE FOLLOWING TWO (2) COURSES:

1. SOUTH 80°46'44" WEST 48.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 250.00 FEET;
2. SOUTHWESTERLY 7.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°37'56";

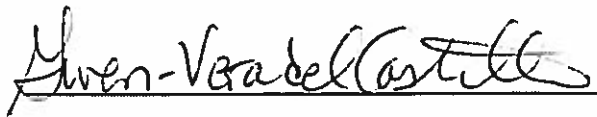
THENCE LEAVING SAID CENTERLINE NONTANGENT NORTH 10°51'12" WEST 30.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STOCKPORT STREET (60 FEET WIDE), BEING A POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL BEARING TO SAID POINT BEARS NORTH 10°51'12" WEST; THENCE NORTH 12°53'58" WEST 12.00 FEET; THENCE SOUTH 77°06'02" WEST 30.00 FEET; THENCE SOUTH 12°53'58" EAST 12.54 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 60.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE SOUTHEASTERLY IN SAID SOUTHEASTERLY LOT LINE.

CONTAINING 324 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 7TH DAY OF AUGUST, 2014



GWEN-VERA DEL CASTILLO, PLS 5108

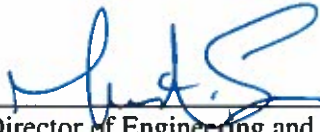


EXHIBIT B
Depiction of Easement Area

CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by the **GRANT OF TEMPORARY CONSTRUCTION EASEMENT** to MOULTON NIGUEL WATER DISTRICT dated April 11,, 2016, from CITY OF LAGUNA HILLS, a municipal corporation and general law city organized and existing under the laws of the State of California, to MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors of Moulton Niguel Water District, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and the MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer or employee.

Dated this 11 day of April, 2016.



Director of Engineering and Operations
MOULTON NIGUEL WATER DISTRICT

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Mr. Marc Serna, P.E.
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

NO CONSIDERATION

**GRANT OF EASEMENT TO
MOULTON NIGUEL WATER DISTRICT
FOR WATER PRESSURE REDUCING STATION FACILITIES**

Exempt Govt.
Code Sec. 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF LAGUNA HILLS**, a municipal corporation and general law city organized and existing under the laws of the State of California, ("Grantor") hereby grants and conveys to **MOULTON NIGUEL WATER DISTRICT** and its successors and assigns (collectively, "Grantee") a perpetual non-exclusive easement and right-of-way for a water pressure reducing station and appurtenant facilities, which may be above-ground in whole or in part, consisting of a pressure reducing valve vault, valve box cover, pressure relief discharge assembly, air vent, concrete pad, concrete curbing, retaining wall, and associated pipelines, valves, and meters, as depicted in **Figure 1** (collectively, the "Utility Improvements") which is attached hereto and by this reference incorporated herein, to convey water from high pressure to low pressure zones for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use the Utility Improvements in, over, under, upon, along, through and across the real property hereinafter described together with ingress and egress thereon, and the right to enter upon and to pass and re-pass over and along said real property (collectively the "Authorized Activities").

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Orange, State of California, described in **Exhibit A** and depicted in **Exhibit B** (the "Easement Area") both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area to conduct the Authorized Activities. Such easements shall run for the benefit of Grantee, its officers, agents and employees and persons under contract with Grantee.

It is understood and agreed that the easement and right-of-way acquired herein is acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement

Area to the extent that such use will not interfere with or prohibit the full and free exercise of said easement and right-of-way by the Grantee.

Grantee shall exercise the rights herein granted in accordance with all applicable laws, rules, and regulations and in such a manner as to interfere as little as possible with such uses as Grantor may now or hereafter establish in the Easement Area, provided such uses are not inconsistent with the rights granted herein.

Grantee shall use its best efforts to minimize alteration, removal, or damage to any improvements, landscaping, natural terrain and natural vegetation in the Easement Area in connection with Grantee's exercise of the rights herein granted, and Grantee shall, at its own expense and to the reasonable satisfaction of Grantor, replace or otherwise restore any improvements, landscaping, natural terrain and natural vegetation in the Easement Area, that do not interfere with GRANTEE's use and enjoyment of the Easement Area, which are altered, removed, or damaged as a result of or in connection with Grantee's exercise of the rights herein granted and/or Grantee's negligence or willful misconduct.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground in the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities in the Easement Area without first obtaining the prior written consent of Grantee. Grantee agrees that it will not unreasonably withhold or delay such consent.

Grantee shall promptly complete the repair and/or replacement, at its sole cost and expense, of the roadways, streets, backfill, curbs, gutters, sidewalks, and other roadway appurtenances that are damaged by Grantee as a result of the Authorized Activities.

Except for the Utility Improvements, Grantee shall not construct, place, maintain, erect, operate, or use any additional infrastructure or other structures, equipment, or facilities of any nature whatsoever within the Easement Area without prior written approval of Grantor.

Prior to installation/initial construction of the Utility Improvements within the Easement Area and any subsequent activities which would expand said improvements, Grantee shall obtain the prior written consent of Grantor, which consent shall not be unreasonably withheld, but shall be subject to all applicable governmental laws, rules, and regulations.

All Utility Improvements constructed or placed within the Easement Area by Grantee shall be operated and maintained at no cost to Grantor. Grantee shall maintain the Utility Improvements in good repair and working order at all times.

Grantee shall, at its own expense and to the reasonable satisfaction of Grantor, remove or cause to be removed any graffiti on the Utility Improvements. Grantee shall commence said removal within 48 hours of either: (1) Grantee's discovery of such graffiti; or (2) Grantor notifying Grantee of such graffiti. Graffiti shall include without limitation any painting, cutting, scratching, affixing, or attaching of anything to the vault box cover, concrete pad, concrete curbing, retaining wall or any other above-ground facilities appurtenant to the water pressure reducing station. Graffiti removal may be accomplished by painting with color-matched paint, soda/sand blasting, or pressure washing and Grantee shall diligently work to complete said work within said 48 hour period or as soon thereafter as reasonably feasible.

Grantor shall have the right to access, at its sole authority and discretion, the Easement Area to inspect and/or perform maintenance on any municipal infrastructure, landscape or hardscape located within or adjoining the Easement Area, provided that such activities do not unreasonably interfere with Grantee's use therein.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantee covenants and agrees for itself and its successors and assigns that if Grantor, or its successors and assigns, requests any future relocation of the Utility Improvements described herein, the cost of said relocation shall be at the sole expense of Grantee or its successors and assigns and that Grantor shall have no responsibility for such costs. In the event of any such relocation, Grantor agrees to furnish to Grantee a good and sufficient permanent grant of easement in property owned in fee title by Grantor, to the extent such property is available and appropriate for Grantee's intended use, for the new alignment/location of the Utility Improvements agreeable to both Grantor and Grantee, which grant of easement shall be in a form substantially similar to this Grant of Easement.

Grantee shall, to the fullest extent permitted by law, defend (at Grantee's sole cost and expense with legal counsel reasonably acceptable to Grantor), indemnify, protect, and hold harmless Grantor, its elected and appointed officers and officials, employees, agents, volunteers, and representatives (collectively, "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 (Grantee's employees included), for damage to property, including property owned by Grantor, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to, either directly or indirectly, Grantee's exercise of any rights granted by, or obligations imposed by, this easement, including but not limited to construction, installation, repair, maintenance, operation, and use of the Utility Improvements and all necessary and proper fixtures and equipment for use in connection therewith, but excluding such Claims arising from the sole negligence or willful misconduct of Grantor, its elected or appointed officers and officials, employees, agents, volunteers, and representatives.

This easement shall terminate upon the occurrence of any of the following: (a) there is a modification or alteration of the Utility Improvements within the Easement Area by Grantee that is inconsistent with the exclusive purpose for the grant of the rights herein; (b) there is a change in the use of the Easement Area by Grantee that is not authorized by this easement; (c) the Utility Improvements are relocated or removed; (d) Grantee is in continuing violation of any of the terms or express limitations of the easement rights granted herein; (e) the easement is abandoned; or (f) upon Grantee's execution and tender of a quitclaim deed to Grantor. Upon termination of this easement, Grantee shall, at its sole cost and expense, furnish Grantor a good and sufficient quitclaim deed of all rights, title, and interest herein granted and shall promptly restore the Easement Area to substantially the same condition as existing prior to the grant of this easement.

Should Grantee abandon the easement, then the easement rights granted hereunder shall lapse and revert to Grantor, its successors and assigns. Such abandonment shall be conclusively presumed following non-use of the Easement Area by Grantee for a period of one (1) year and with use not being resumed within sixty (60) days following receipt of written notice of abandonment (sent certified, return-receipt-requested) from Grantor to Grantee. On such abandonment, and upon Grantor's request, Grantee shall execute any and all necessary documents to evidence such abandonment. If Grantee fails

to execute such documents within thirty (30) days after receipt, Grantor is hereby authorized, as Grantee's attorney-in-fact, to execute all necessary documents evidencing such abandonment on behalf of Grantee.

Nothing contained herein shall result in a forfeiture or reversion of Grantor's fee title to the Easement Area in any respect.

Grantor represents and warrants to Grantee that Grantor is the owner in fee title of the herein described property, and has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Grant of Easement and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

GRANTOR

CITY OF LAGUNA HILLS, a California
municipal corporation and general law city

Dated: _____

By: _____

Barbara D. Kogerman, Mayor

ATTEST:

Melissa Au-Yeung, City Clerk

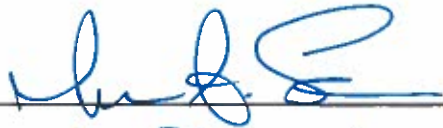
APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney

GRANTEE

MOULTON NIGUEL WATER DISTRICT, a
California water district

Dated: April 11, 2016

By: 

Its: Director of Engineering + Operations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

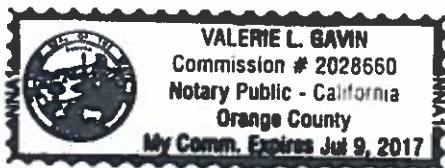
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On April 11, 2016 before me, Valerie L. Gavin, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Marc A. Serna
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Valerie L. Gavin
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

FIGURE 1
Utility Improvements

FIGURE 1

EXHIBIT A
Legal Description of Easement Area

EXHIBIT A
LEGAL DESCRIPTION
EASEMENT

THAT PORTION OF LOT 60 OF TRACT NO. 8103, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 325, PAGES 40 THROUGH 43, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WILKES PLACE AND STOCKPORT STREET AS SHOWN ON SAID TRACT NO. 8103; THENCE ALONG THE CENTERLINE OF STOCKPORT STREET THE FOLLOWING TWO (2) COURSES:

1. SOUTH 80°46'44" WEST 48.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 250.00 FEET;
2. SOUTHWESTERLY 7.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°37'56";

THENCE LEAVING SAID CENTERLINE NONTANGENT NORTH 10°51'12" WEST 30.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STOCKPORT STREET (60 FEET WIDE), BEING A POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING, A RADIAL BEARING TO SAID POINT BEARS NORTH 10°51'12" WEST; THENCE SOUTHWESTERLY 30.02 FEET ALONG SAID CURVE AND ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 06°08'34"; THENCE LEAVING SAID RIGHT OF WAY LINE ON A NONTANGENT LINE NORTH 12°53'58" WEST 12.54 FEET; THENCE NORTH 77°06'02" EAST 30.00 FEET; THENCE SOUTH 12°53'58" EAST 12.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 7TH DAY OF AUGUST, 2014

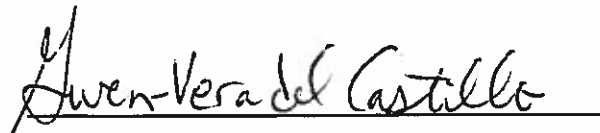

GWEN-VERA DEL CASTILLO, PLS 5108



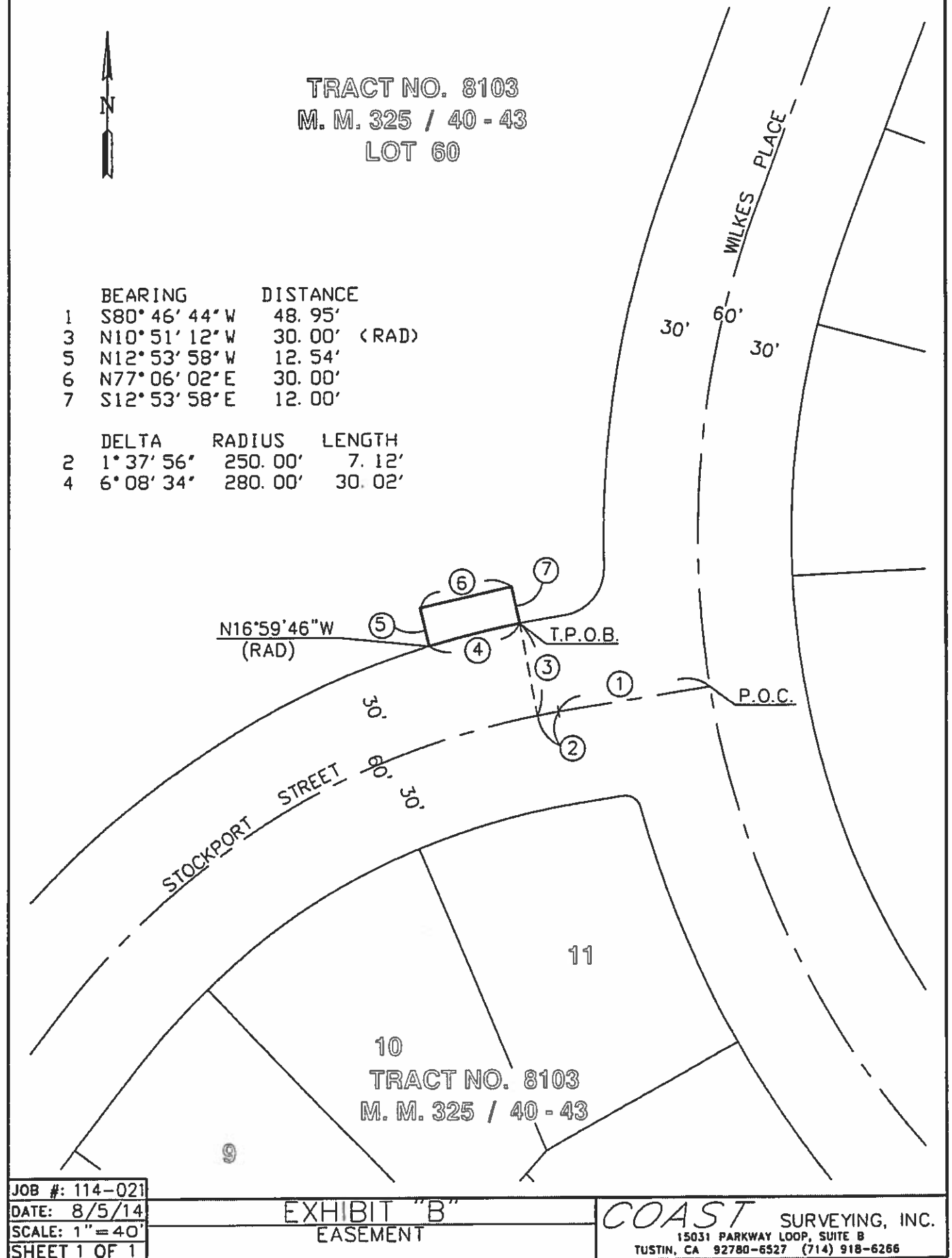
EXHIBIT B
Depiction of Easement Area



TRACT NO. 8103
M. M. 325 / 40 - 43
LOT 60

	BEARING	DISTANCE
1	S80°46'44"W	48.95'
3	N10°51'12"W	30.00' (RAD)
5	N12°53'58"W	12.54'
6	N77°06'02"E	30.00'
7	S12°53'58"E	12.00'

	DELTA	RADIUS	LENGTH
2	1°37'56"	250.00'	7.12'
4	6°08'34"	280.00'	30.02'



CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by Deed of Grant of Easement dated April 11, 2016, from CITY OF LAGUNA HILLS, a municipal corporation and general law city organized and existing under the laws of the State of California, to MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer.

Dated this 11 day of April, 2016.



(Director of Engineering and Operations)
MOULTON NIGUEL WATER DISTRICT and of the
Board of Directors hereof



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: AGENCY SERVICE PLAN FOR THE CITY OF LAGUNA HILLS' SENIOR
DIAL-A-TAXI PROGRAM**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AGENCY
SERVICE PLAN FOR THE CITY OF LAGUNA HILLS' SENIOR DIAL-A-TAXI PROGRAM
IN ORDER TO RECEIVE FUNDING FROM THE ORANGE COUNTY
TRANSPORTATION AUTHORITY (OCTA) SENIOR MOBILITY PROGRAM (SMP).**

SUMMARY:

The new five-year funding cycle for senior transportation services from the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) begins July 1, 2016. Monies from the OCTA SMP are used by the City to fund its Senior Dial-a-Taxi Program and, in particular, expenses for taxi transportation services provided by California Yellow Cab (CYC). OCTA requires all local jurisdictions to approve an Agency Service Plan (Plan) by their respective governing body that clearly summarizes the type of senior transportation services which will be offered during the new funding cycle. The City of Laguna Hills' Senior Dial-a-Taxi service is well received by its seniors that actively use the service; therefore, City staff is proposing no changes to the program. The general scope of work for this program is attached to this staff report as our Plan and requires City Council approval before the Board of Supervisors will issue another contract for OCTA SMP funding for the new five-year cycle.

BACKGROUND:

The current OCTA SMP Cooperative Agreements with participating cities expire June 30, 2016. Funds from the OCTA SMP are used by the City of Laguna Hills to subsidize the cost for taxi transportation services for its Senior Dial-a-Taxi Program. OCTA staff is currently coordinating with municipalities that participate in the OCTA SMP to update their respective Plans. The updated Plans will be used as part of the scope of work for the new OCTA SMP funding cycle which begins July 1, 2016.

The purpose of this report is to obtain approval from the City Council on the City of Laguna Hills' updated Plan which is attached to this staff report. Once all plans are approved by each participating city, OCTA staff will return to the Board of Supervisors to authorize five-year extensions to all OCTA SMP Cooperative Agreements.

Originally established in 2001, the OCTA SMP supports community-based senior transportation services by providing a formula funding allocation to Orange County cities based upon a city's population of residents age 60 and older. The City of Laguna Hills is currently eligible to receive \$34,226 on an annual basis. It is anticipated that the City will receive the same amount in the next funding cycle. The source of funding for the OCTA SMP is Measure M2 funds. Specifically, under Measure M2 there are three programs under Project U to support the growing transportation needs of seniors and persons with disabilities. As part of Project U, one percent (1%) of net revenues supports local community transportation services through the OCTA SMP.

OCTA recently revised the OCTA SMP guidelines for the next funding cycle to provide for more specific detail in policy areas including M2 funding eligibility, program match requirements, documentation of eligible expenses, revenue collection, reporting data, program auditing, and service guidelines. In addition, SMP participants will be required to submit a Plan to OCTA which has been formally approved by its governing body, as mentioned above.

The City of Laguna Hills' Senior Dial-a-Taxi program began in 2010. Currently there are 396 Laguna Hills senior citizens signed up to use this program. Of this number, 33 residents on average actively use the transportation service on a regular basis. For the prior year ending March 2016, 3,075 trips were taken by seniors under the City's Dial-a-Taxi program. The service area is defined as anywhere within the city limits of Laguna Hills, Laguna Woods, and Mission Viejo. The cost to residents for any satellite destinations and trips within the service area is \$5.00 for a one-way trip. The details of the program are provided in the attached Plan.

The next step in this process, once all Plans are received by participating cities, is for the Board of Supervisors to approve the Agreement for the next funding cycle for OCTA SMP funding. It is anticipated that this OCTA SMP Agreement will be brought to the City Council for final approval. In addition, City staff is in the process of issuing a request for bids for taxi service for the City's senior taxi transportation program. CYC is the current service provider and its contract expires on July 31, 2016.

FISCAL IMPACT:

There are no fiscal impacts to the City for approving the attached Plan. The City's Senior Dial-a-Taxi Program is funded by monies from OCTA's SMP and it is anticipated that there will not be any General Fund impact in supporting this program if current use does not dramatically increase in the coming years.

ATTACHMENTS:

- City of Laguna Hills – Senior Mobility Program Agency Service Plan



Senior Mobility Program

Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency City of Laguna Hills Date 3/31/16

Program Contact Jaime Ballard

Phone Number 949-707-2681 Email jballard@ci.laguna-hills.ca.us

Service Description:

1. Program goals and objectives:

Provide residents of Laguna Hills 60 years and older affordable door-to door taxi service to and from locations within the "Service Area" and "Satellite Destinations"

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- ☐ Directly Operated
- ☒ Contract Service Provider
- ☐ Volunteers
- ☒ Subsidized Taxi Program
- ☐ Other *(Please describe)*

(Currently contracted with California Yellow Cab)

3. Eligible trips provided under the Senior Mobility Program are limited to the following categories. Please indicate the categories of service to be provided by your program: *(check all that apply)*

- ☒ Senior Center
- ☒ Nutrition
- ☒ Medical
- ☒ Personal Care
- ☒ Shopping
- ☒ Social/Recreational *(please list locations)*

See attached Exhibit "A"

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County? ☐ Yes ☒ No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

N/A

5. Fare structure:

Please see attached Exhibit "B" for current Fee Schedule. Please note, City will be issuing RFP so proposed fee schedule may change

6. Number of vehicles:

8-12 Assigned to L.H.

7. Projected annual ridership:

1,160 Riders Annually

8. Source(s) of 20 percent match funding:

Staff cost to run program, advertisements (City Views), supplies & equipment

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

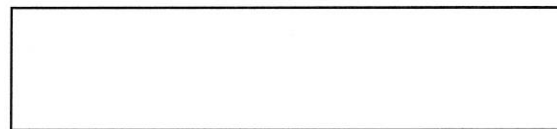
AGENCY REPRESENTATIVE



Name: Dave Rapold

Title: Deputy City Manager

OCTA REPRESENTATIVE



Name: _____

Title: _____

Exhibit A

- a. Transportation program shall be both demand responsive and also allow advanced pre-scheduled reservations within the city limits of Mission Viejo, Laguna Hills, and Laguna Woods (hereinafter referred to as the "Service Area"). Trips to be provided will include any destination point for shopping, errands, social/recreational, and personal business within the Service Area. In addition to transportation services within the Service Area, CONTRACTOR shall provide taxi service to the following Satellite Destinations outside the Service Area:

- Lake Forest Nursing Center, 25652 Old Trabuco Rd., Lake Forest
- Freedom Village, 23442 El Toro Rd, Lake Forest
- Laguna Niguel/Mission Viejo Metrolink Station, 28200 Forbes Rd, Laguna Niguel
- Irvine Metrolink Station, 15215 Barranca Parkway, Irvine
- Hoag Hospital, 16200 Sand Canyon Ave, Irvine
- Kaiser Hospital, 6640 Alton Pkwy, Irvine
- Irvine Spectrum, 71 Fortune Dr., Irvine

The following Airport Travel Destination outside of the *Service Area* are serviced by the program at an additional charge:

- John Wayne Airport, 18601 Airport Way, Santa Ana

EXHIBIT "B"

COMPENSATION SERVICE RATES

A. PAYMENT SCHEDULE

Monthly Program Performance Report shall be submitted to the CITY with the invoice on or before the tenth (10th) working day of the month.

Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the CITY disputes any of the CONTRACTOR'S fees, it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

CITY shall reimburse the CONTRACTOR at the rates established under "Amount Billed to City" in the table below per one way trip for any distance traveled within the Service Area, one way trip to a Satellite Destinations outside of Service Area, and one way trip to an Airport Travel Destination.

Program Service and Fees

	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$10	\$15
City of Laguna Woods	\$5	\$10	\$15
City of Mission Viejo	\$5	\$10	\$15
Satellite Destinations			
Irvine Spectrum	\$5	\$13	\$18
Hoag Hospital - Irvine	\$5	\$13	\$18
Kaiser Hospital - Irvine	\$5	\$13	\$18
Airport Travel Destinations			
John Wayne Airport	\$16	\$16	\$32

Senior Mobility Program Project U Funding and Policy Guidelines

March 2016

1.0 Overview

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County local jurisdictions based upon their senior population. One percent of M2 net revenue is used to fund the program and local jurisdictions must provide a minimum 20 percent local match of the total annual program expenditures.

The OCTA Board of Directors approved these guidelines on *(Date)*. The purpose is to provide structure and definitions for all eligible M2 jurisdictions receiving SMP funding. OCTA shall enforce the provisions spelled out in these guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow local jurisdictions to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate OCTA fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Local jurisdictions must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.¹ Adherence to strict funding guidelines is required.

Local jurisdictions are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

¹ Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

4.0 Funding Allocation Method & Distribution

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible local jurisdictions based upon the participating jurisdiction's percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three years of receipt.

OCTA may grant a two-year extension beyond the three-year expenditure limitation; however, an extension may not exceed five years from the date of the initial funding allocation. Jurisdictions requesting an extension beyond the three-year limitation must submit a justification letter for review and approval by OCTA at least 90 days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible jurisdiction, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating jurisdictions must provide a minimum 20 percent local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the jurisdiction's employees who perform work on the program. Jurisdictions may also be required to submit supporting documentation to substantiate local match expenditures. Jurisdictions are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent match requirement must be met by the end of each fiscal year, defined as June 30.

Jurisdictions not satisfying the annual 20 percent match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

Example:

Total Program Expenditures	\$100,000
Total M2 Funding Allocation	\$ 80,000
20% Required Match	\$ 20,000
Actual Reported Match	\$ 15,000

Withholding Calculation:

Total M2 Funds Spent	\$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- \$ 60,000
Withholding from Future Allocation(s)	\$ 20,000

6.0 Service Guidelines

Services provided under the SMP are available to individuals 60 years of age and older. Jurisdictions have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Jurisdictions should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately 10 miles of the Orange County border.

Jurisdictions also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the jurisdiction must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Jurisdictions whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Jurisdictions will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Jurisdictions will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Jurisdictions may receive retired OCTA ACCESS paratransit vehicle(s) to support their senior transportation program. Additional retired ACCESS vehicles may be

purchased, based on availability, for a cost equivalent to the refurbishment costs incurred by OCTA.

7.0 Service Plan Adoption

Participating jurisdictions shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the jurisdiction's governing body and approved by the OCTA Board of Directors. Any deviation from the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval and will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Eligible Expenses

Participating jurisdictions shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Jurisdictions shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a jurisdiction for other than transportation purposes authorized in the M2 Ordinance.

9.0 Program Revenue

Participating jurisdictions must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the jurisdiction's 20 percent local match requirement.

10.0 Reporting

Participating jurisdictions are required to submit monthly reports using a reporting template provided by OCTA (Exhibit B). Required monthly reporting data may include, but is not limited to, the following:

- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Jurisdiction Total Contribution & Source
- Jurisdiction Share as % of Total Operating Cost
- Cumulative Jurisdiction Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost
- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Jurisdictions shall also be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

Reports are due by the last day of the following month. A preliminary report may be submitted; however, submission of a final report is required within 15 days of the last day of the following month. Failure to meet the established reporting deadline for two months at any time during the fiscal year may result in future withholding of funding and/or other sanctions to be determined.

11.0 Audits & Inspection of Records

M2 funding is subject to audit. Jurisdictions shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Jurisdictions must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a jurisdiction's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the jurisdiction's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.



Senior Mobility Program

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines and submitted to OCTA for review. Upon review by OCTA, the Service Plan must be formally adopted by the agency's governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

SENIOR MOBILITY PROGRAM SERVICE PLAN

Agency _____

Date _____

Program Contact _____

Phone Number _____

Email _____

Service Description:

1. Program goals and objectives:

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- ☐ Directly Operated
- ☐ Contract Service Provider
- ☐ Volunteers
- ☐ Subsidized Taxi Program
- ☐ Other *(Please describe)*

3. Eligible trips provided under the Senior Mobility Program are limited to the following categories. Please indicate the categories of service to be provided by your program: *(check all that apply)*

- ☐ Senior Center
- ☐ Nutrition
- ☐ Medical
- ☐ Personal Care
- ☐ Shopping
- ☐ Social/Recreational *(please specify destinations)*

4. SMP Guidelines restrict trips outside of Orange County to medical only within approximately 10 miles of the Orange County border. Do you intend to provide trips outside of Orange County?

Yes No

If yes, please list proposed destinations: *(ex. – medical trips to VA Hospital in Long Beach)*

- 1.
- 2.
- 3.

5. Fare structure:

6. Number of vehicles:

7. Projected annual ridership:

8. Source(s) of 20 percent match funding:

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.

4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, _____ (*Agency Name*) _____ has formally adopted the Senior Mobility Program Service Plan as written above.

AGENCY:

OCTA:

(*Signature*)

Name
Title

(*Signature*)

Name
Title



Senior Mobility Program

Monthly Reporting Form

Exhibit B

Program Information

Service for the - Month of: July Year of: 2016
 Program Name: _____
 Participating Agency: _____
 Agency Contact: _____
 Contact Number: _____

Trip Detail

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2016	FYTD	Jul 2016	FYTD	Jul 2016	FYTD
Senior Center	-	-	-	-	-	-
Medical	-	-	-	-	-	-
Shopping	-	-	-	-	-	-
Personal Care	-	-	-	-	-	-
Social / Recreational	-	-	-	-	-	-
Total	-	-	-	-	-	-

Cost Summary

Cost Category	Jul 2016		FYTD	
	Cost	As a %	Cost	As a %
Service Contract	\$ -	0.0%	\$ -	0.0%
Drivers / Operators / Dispatchers	\$ -	0.0%	\$ -	0.0%
Vehicle Maintenance / Fuel / Insurance	\$ -	0.0%	\$ -	0.0%
Marketing Outreach	\$ -	0.0%	\$ -	0.0%
Administration	\$ -	0.0%	\$ -	0.0%
Total	\$ -	-	\$ -	-
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Program Revenue	\$ -	0.0%	\$ -	0.0%

Source(s) of Agency Contributions:

Additional Comments:

! THIS REPORT IS DUE BY THE LAST DAY OF THE MONTH FOLLOWING THE REPORTING MONTH !

Please send this report by email to CTSPROGRAMS@OCTA.NET or by fax to **714-560-5927**.

If there are any questions, please contact **JOANNE JACOBSEN** by email at JJACOBSEN@OCTA.NET
 or **JP GONZALEZ** by email at JGONZALEZ1@OCTA.NET.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2015/16

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

SUMMARY:

Attached to this report is a booklet entitled: "City of Laguna Hills Quarterly Financial Highlights, Third Quarter, Fiscal Year 2015/16." The information presented in the pamphlet provides the City Council and City management with the results of the City's financial operations for the third quarter ended March 31, 2016. The total fund balance at the end of the third quarter for all governmental funds totaled \$7,477,327. The report states that there are no material deviations or significant variances to report at this time.

The Quarterly Financial Highlights also contains a condensed Treasurer's Investment Report as of March 31, 2016, on page 6. The City's total portfolio of \$8,317,848 at the end of the third quarter for all funds is invested in authorized securities. The City's investment policy approved by City Council Resolution is the prevailing guideline in managing investments.

ATTACHMENTS:

- City of Laguna Hills Quarterly Financial Third Quarter, Fiscal Year 2015/16



CITY OF LAGUNA HILLS

Quarterly Financial Highlights

Third Quarter of Fiscal Year 2015/16

The following unaudited financial information summarizes the City's overall financial performance for the current fiscal year through March 31, 2016. Financial analysis for this report is provided for the General Fund, Capital Improvement Program, Debt Service, and other City governmental funds on a cash basis, which means revenues are recognized at the time revenues are received and expenditures are recognized at the time payment is processed.

A Summary of Funding Sources and Uses for the nine months ended March 31, 2016 is presented in the following table:

**Summary of Funding Sources & Uses
For the 9 months ended March 31, 2016**

	YTD Actual (million)	Budget (million)	YTD % of Budget
<i>Funding Sources</i>	\$ 12.4	\$ 25.3	49%
<i>Funding Uses</i>	16.6	26.1	64%
<i>Net Change</i>	(\$4.2)	(\$0.8)	

REPORT VARIANCES

The Comparative Statement of Operations for Governmental Funds, on page 3, shows the detail of the YTD Actual in relation to the budget. There are a number of revenue and expenditures items that would show significant deviation if a straight-line comparison was applied. In this approach, one would expect line items to approximate 75% of budget by the end of the third quarter. However, the timing of many revenue and expenditure items are received or expended unevenly over the course of the year. 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 payment schedules and past trends, there are no significant budget variances to report at this time.

FUND BALANCE

Included in this pamphlet, on page 5, is a report on the City's Fund Balance as of March 31, 2016. At the end of the third quarter of the current fiscal year, the City's total fund balance of its governmental funds stood at \$7,477,327. 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.

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 \$12.4 million, or 49% 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 \$11,315,505 or 55% of budget. Receipts of Property Tax came in at \$5,700,979 or 59% of budget. Intergovernmental Revenues, which includes sales tax revenue, were \$2,661,193, or 42% 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 48% of budget. These receipts lag at least a quarter and no accrual was made at quarter end. Revenues from Licenses & Permits, \$677,089, and Charges for Services, \$841,121, are dependent upon development activities and came in at 97% and 74% of budget, respectively. Fines and Forfeitures, which includes parking and vehicle fines, ended the quarter at 69% of budget, at \$179,538.

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 \$1,075,931, or 23% of budget.

OTHER FUNDING SOURCES

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

Funding Uses

The City's total funding uses consist of the City's Operating Expenditures, outlay for Capital Improvement projects, debt charges and expenditures for grant related programs. At the end of the third quarter, total funding uses were approximately \$16.6 million, which was 64% of the annual budget.

OPERATING EXPENDITURES

At the end of the third quarter, operating expenditures totaled roughly \$12.3 million, which represents 66% of the total operating budget. Each departmental operating expenditure total came in below 75% of budget.

CAPITAL IMPROVEMENT PLAN

The amended budget of approximately \$5.2 million includes carry-overs from prior fiscal year for Traffic Signal Improvements, La Paz Road Sidewalk Widening, Arterial Highway Pavement Maintenance, Wayfinding Signs, NPDES/Water Quality Programs, Community Center Renovations, and General Park Renovation Projects.

At the end of the third quarter, total capital expenditures were \$1,936,539, or 37% of budget.

The following table lists the City's capital projects by major expenditure categories as of the end of this reporting period.

Capital Improvement Program For the 9 Months Ended, March 31, 2016	
Streets, Signals & Lighting	\$ 69,821
Streetscape	25,934
Flood Control & Water Quality	228,149
Parks	1,312,800
Public Facilities	299,528
Trails & Open Space	306
Total	\$ 1,936,539

CITY OF LAGUNA HILLS
COMPARATIVE STATEMENT OF OPERATION - GOVERNMENTAL FUNDS
FOR THE 9 MONTHS ENDED, MARCH 31, 2016

	FY 2015/16			FY 2014/15		
	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET
FUNDING SOURCES						
General Fund Revenues						
Property Taxes	\$ 5,700,979	\$ 9,662,081	59%	\$ 5,347,191	\$ 9,230,119	58%
Intergovernmental Revenues	2,661,193	6,307,000	42%	3,281,987	5,702,540	58%
Franchise Taxes	1,255,585	2,598,700	48%	1,204,275	2,512,545	48%
Licenses and Permits	677,089	700,000	97%	859,453	975,000	88%
Charges for Current Services	841,121	1,131,985	74%	589,182	939,930	63%
Fines & Forfeitures	179,538	260,000	69%	178,678	185,000	97%
Total General Fund Revenues	<u>11,315,505</u>	<u>20,659,766</u>	55%	<u>11,460,765</u>	<u>19,545,134</u>	59%
Special Revenue Funds						
Gas Tax Fund	429,210	736,729	58%	553,016	971,993	57%
Measure M2 Fair Share	380,381	587,490	65%	360,737	552,727	65%
Measure M - Competitive	42,405	2,092,000	2%	-	99,559	0%
AB 2766 Fund	18,604	-	-	18,330	40,000	46%
CDBG	-	70,380	0%	28,160	150,000	19%
HSIP	-	133,000	0%	-	-	-
Quimby Act Fees	-	-	-	2,136,288	2,136,288	100%
Water Conservation	-	320,000	0%	-	-	-
Beverage Recycling Fund	-	26,233	0%	-	19,984	0%
CR&R Recycling Fees	22,000	22,000	100%	20,000	20,000	100%
C&D Forfeited Deposits	50,843	54,806	93%	25,459	49,583	51%
Senior Mobility Program	24,436	28,776	85%	24,997	31,500	79%
Public Art Fund	-	-	-	320,669	-	-
Grants and Contributions	-	422,000	0%	993,310	-	-
Law Enforcement Grants	108,053	100,000	108%	99,706	100,000	100%
Total Special Revenue Funding	<u>1,075,931</u>	<u>4,593,414</u>	23%	<u>4,580,670</u>	<u>4,171,634</u>	110%
Other Funding Sources						
Interest Income	23,025	-	-	16,810	20,000	84%
Distribution from Enterprise Fund	-	50,000	0%	-	-	0%
Total Other Funding Sources	<u>23,025</u>	<u>50,000</u>	46%	<u>16,810</u>	<u>20,000</u>	84%
TOTAL FUNDING SOURCES	<u>\$ 12,414,461</u>	<u>\$ 25,303,180</u>	49%	<u>\$ 16,058,245</u>	<u>\$ 23,736,768</u>	68%
FUNDING USES						
Operating Expenditures						
General Government	\$ 1,771,273	2,694,512	66%	\$ 1,828,888	\$ 2,611,138	70%
Non-Departmental	451,801	680,763	66%	466,497	666,026	70%
Community Development	758,649	1,396,218	54%	885,776	1,183,253	75%
Public Services	2,906,140	4,300,900	68%	2,875,140	4,150,871	69%
Community Services	1,377,690	2,015,498	68%	1,291,643	1,770,991	73%
Police Services	5,013,079	7,496,195	67%	5,222,933	7,229,935	72%
Total Operating Expenditures	<u>12,278,632</u>	<u>18,584,086</u>	66%	<u>12,570,877</u>	<u>17,612,214</u>	71%
Capital Improvement Program	<u>1,936,539</u>	<u>5,194,739</u>	37%	<u>2,472,003</u>	<u>4,097,293</u>	60%
Other Funding Uses						
Debt Charges	1,803,428	1,801,387	100%	1,803,528	1,801,387	100%
Use of Reserves	394,845	250,000	158%	12,873	87,251	15%
Distribution to Enterprise Fund	100,000	60,030	167%	-	-	-
Special Revenue Fund Expenditures						
CDBG Fund Expenditures	-	70,380	0%	28,160	150,000	19%
Senior Mobility Program	25,557	28,776	89%	15,208	31,500	48%
Beverage Recycling	-	26,233	0%	-	19,984	0%
CR&R Recycling Fund	25,000	22,000	114%	31,914	20,000	160%
Forfeited C&D Deposits	10,320	54,806	19%	3,396	49,583	7%
Grants & Contributions	-	-	-	650,000	-	-
Law Enforcement Fund Expenditures	1,826	-	-	400	-	-
Total Other Funding Uses	<u>2,360,977</u>	<u>2,313,612</u>	102%	<u>2,545,478</u>	<u>2,159,705</u>	118%
TOTAL FUNDING USES	<u>\$ 16,576,147</u>	<u>\$ 26,092,437</u>	64%	<u>\$ 17,588,357</u>	<u>\$ 23,869,212</u>	74%
NET CHANGE IN FUND BALANCE	<u>\$ (4,161,686)</u>	<u>\$ (789,257)</u>		<u>\$ (1,530,112)</u>	<u>\$ (132,444)</u>	

CITY OF LAGUNA HILLS
ABRIDGED BALANCE SHEET - GOVERNMENTAL FUNDS (UNAUDITED)
MARCH 31, 2016

ASSETS

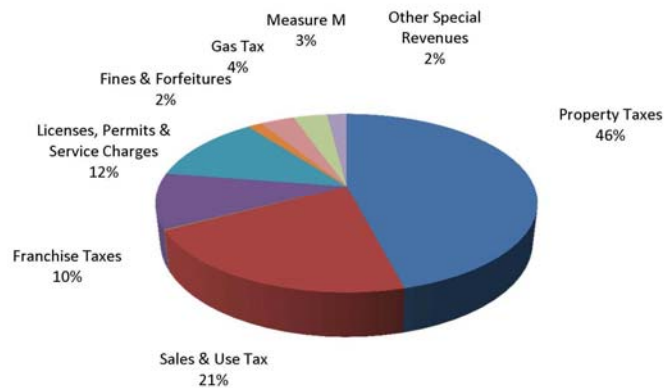
Cash and investments	\$ 8,185,345
Receivables:	
Accounts	122,557
Interest	9,655
Due from other governments	36
Prepaid items	<u>36,189</u>
Total assets	\$ <u><u>8,353,781</u></u>

LIABILITIES AND FUND BALANCES

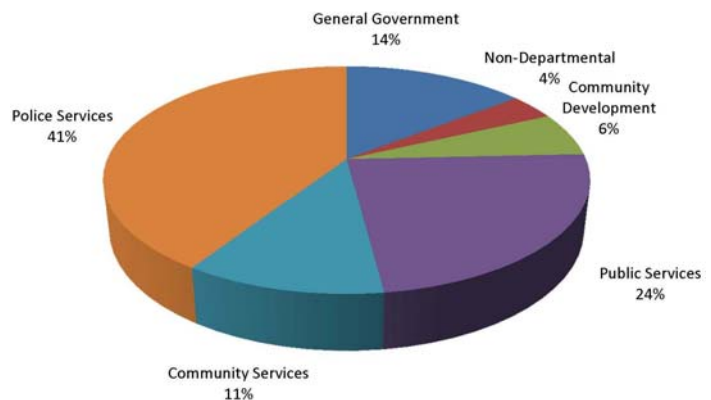
Liabilities:	
Accounts payable	\$ 249,499
Due to Other Governments	-
Payroll and benefits	-
Refundable deposits to contractors	566,001
Deferred revenue	49,638
Trust accounts	<u>11,317</u>
Total liabilities	876,454
Fund balances:	<u>7,477,327</u>
Total liabilities and fund balances	\$ <u><u>8,353,781</u></u>

REVENUES -

**General Fund &
Special Revenue Funds
FY 2015/16,
As of 03/31/16**



**OPERATING
EXPENDITURES
FY 2015/16,
As of 03/31/16**



CITY OF LAGUNA HILLS

GOVERNMENTAL FUNDS

STATEMENT OF WORKING FUNDS (UNAUDITED)

AS OF MARCH 31, 2016

Fund Balance

General Fund	\$ 6,944,532
AB 2766 Fund	30,889
CARITS	1,064,465
Water Conservation	323,865
Senior Mobility Program	73,109
Quimby Act Park Impact Fees	1,407,346
Beverage Recycling	34,560
CR&R Recycling	(2,717)
C&D Forfeited Deposits	55,351
AB 939 Surcharge Grant	51
Public Art Fund	(227,254)
Law Enforcement Special Revenue Funds	1,147
Grants & Contributions	127,202
Debt Service	1,806,468

Total Beginning Fund Balance, as of July 1, 2015 **11,639,013**

Net Change in Fund Balance, as of December 31, 2015 **(4,161,686)**

Total Fund Balance, as of March 31, 2016 **\$ 7,477,327**

Disposition of Working Funds

Total Cash and Demand Deposits	\$ 848,680
Total Investments	7,336,665
Total Cash and Investments (for details see Treasurer's Report)	8,185,345
Receivables Net of Liabilities	(708,018)

Total Fund Balance, as of March 31, 2016 **\$ 7,477,327**

The Quarter End Financial Management Report for the Third Quarter of Fiscal Year 2015-16 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, 2016.

Respectfully submitted,

original signed

May 02, 2016

Donald J. White
Assistant City Manager

Date

TREASURER'S INVESTMENT REPORT - ALL FUNDS (CONDENSED)
FOR THE 3RD QUARTER ENDED MARCH 31, 2016

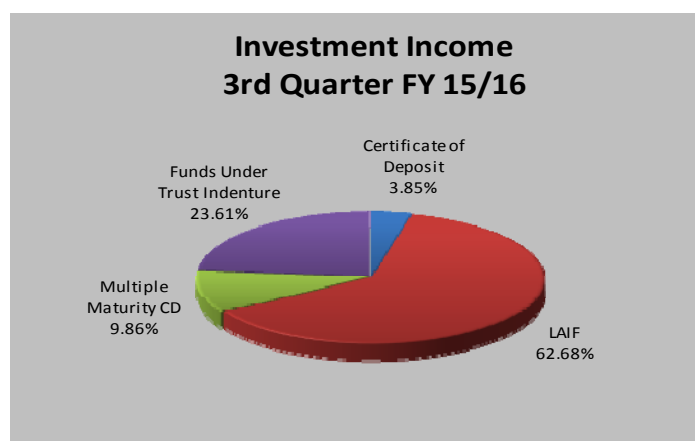
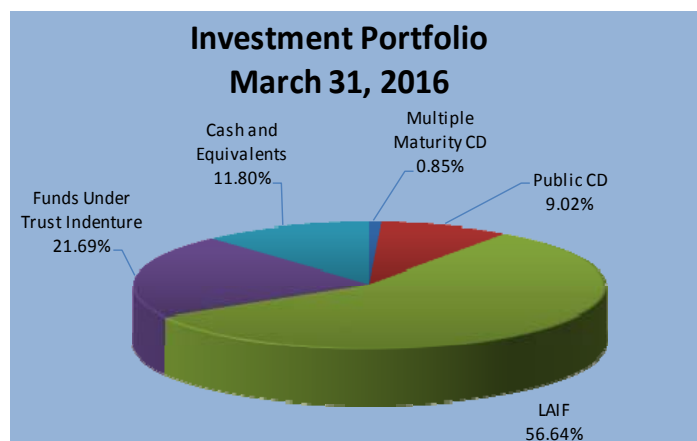
Cash and Investments by Type	Beginning Book Value	Deposits	Withdrawals	Ending Book Value	3rd Qtr Interest Income
Cash on Hand	\$ 1,750	\$ 500	\$ -	\$ 2,250	\$ -
Demand Deposits	630,067	5,911,400	5,775,293	766,175	-
Certificates of Deposits	750,000	-	-	750,000	339
Multiple Maturity Certificates of Deposits	70,502	-	-	70,502	869
State Treasurer's Investment Fund	5,307,755	3,858	600,000	4,711,613	5,523
Funds Under Trust Indenture	1,805,608	1,549,635	1,550,694	1,804,550	2,080
Demand Deposits with Fiscal Agent	319,328	365,738	472,308	212,758	-
Deposits in Escrow	-	-	-	-	-
TOTAL	\$ 8,885,011	\$ 7,831,132	\$ 8,398,295	\$ 8,317,848	\$ 8,811

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

The following is the summary of the cash and investments for the 3rd quarter ended March 31, 2016, compared with the same period of the previous fiscal year:

	March 31, 2016	March 31, 2015
Cash on hand	\$ 2,250	\$ 1,750
Pooled Deposits:		
Demand Deposits	978,933	600,327
Certificates of Deposits	820,502	820,502
Total Pooled Deposits	1,799,435	1,420,829
Pooled Investments:		
Local Agency Investment Fund	4,711,613	5,844,023
Restricted Cash and Investments:		
Local Agency Investment Fund	1,801,806	1,801,256
Demand Deposits	2,743	91,772
Total Cash and Investments	\$ 8,317,848	\$ 9,159,630

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



THE CITY COUNCIL APPROVED THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, AND ADOPTED RESOLUTION NO. 2016-04-12-2 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 PROGRAM, TIER 1 GRANT, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3, FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE VI.

3.7 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

THE CITY COUNCIL: (1) RECEIVED AND FILED A REPORT DEMONSTRATING THE PROPERTY OWNER'S GOOD FAITH COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT; AND (2) FOUND AND DETERMINED 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 2015 TO JANUARY 2016.

3.8 2015 GENERAL PLAN ANNUAL REPORT

THE CITY COUNCIL RECEIVED THE REPORT AND DIRECTED STAFF TO FORWARD THE 2015 GENERAL PLAN ANNUAL REPORT AND ANNUAL ELEMENT PROGRESS REPORT - HOUSING IMPLEMENTATION, TO THE STATE OF CALIFORNIA.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:29 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Sedgwick, Agency Member Carruth, Agency Member Gilbert

Absent: Agency Member Blount

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MARCH 22, 2016

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE MARCH 22, 2016, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER GILBERT.
APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A, IN THE MIXED USE (MXU) ZONE

Community Development Director Chantarangsu reported that staff received a request from the Applicant to continue the item to the Planning Agency meeting of May 10, 2016, and stated that a comment letter had been received in response to the public hearing notice.

Chair Kogerman opened the Public Hearing, and upon seeing no one rise closed the Public Hearing.

**MOTION TO CONTINUE THE ITEM TO THE MAY 10, 2016, PLANNING AGENCY MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER GILBERT.
APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).**

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:30 p.m. All Council Members were present with the exception of Council Member Blount.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 PUBLIC HEARING TO CONSIDER AN ACTION TO VACATE AND ABANDON A PORTION OF A PUBLIC STREET EASEMENT IN ACCORDANCE WITH THE STREETS AND HIGHWAY CODE SECTION



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: CHAIR AND AGENCY MEMBERS

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

ISSUE: CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A, IN THE MIXED USE (MXU) ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) RESUME THE PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A, IN THE MIXED USE (MXU) ZONE."

SUMMARY:

This item was continued from the April 12, 2016, public hearing at the request of the Applicant due to a scheduling conflict. Since the last meeting, staff evaluated concerns raised by a nearby business owner regarding on-street parking and unsafe traffic conditions in the area and determined that they are not related to the Applicant's request to include auto body repair at its present location. While the issues raised may be valid traffic safety concerns, staff has confirmed that the Applicant has sufficient on-site parking to support its business. Conditions of Approval also prohibit the Applicant from engaging in repair activities outside of its building. Therefore, staff maintains its recommendation that the Planning Agency approve the requested CUP. The April 12, 2016 report, and its attachments (Attachment A), are included with this report for the Planning Agency's consideration together with the additional information provided below.

PUBLIC COMMENT SUMMARY:

For the April 12, 2016 meeting, a total of 108 public hearing notices were mailed, including all property owners on parcels within a 300-foot radius of the subject property. Staff

received one letter of opposition to this application (Attachment B). The letter of opposition identifies several traffic safety issues occurring in the area and generally attributes them to existing auto service businesses. The issues described can generally be grouped into the following categories:

- Use of the street in a manner that is illegal (double parking, parking in front of fire hydrants, repairing vehicles in the street, parking after 6:00 p.m.).
- Use of the street in a manner that is unsafe or that the author considers to be unsafe (parking near the intersection, walking across the street to or from cars parked on the street, unsafe or reckless driving).
- Poor driving line-of-sight due to parked vehicles.
- Declining visual quality of the street due to the number of vehicles parking on the street, trash and debris, and on-street parking of wrecked vehicles.
- Increased crime as a result of relaxed parking restrictions.

In light of the objections raised above, the following information is provided for the Planning Agency's consideration:

Vista Grande Drive On-Street Parking

Following incorporation, the City implemented "no parking anytime" regulations on most streets in North Laguna Hills, including Vista Grande Drive and Peralta Drive. Peralta Drive continues to have the "no parking anytime" regulation. At the request of one or more businesses on Vista Grande Drive, parking was permitted on Vista Grande Drive during the hours between 6:00 AM and 6:00 PM.

Staff Field Inspections/ Prior Code Enforcement Activity

Shortly following the submittal of the subject application for CUP No. 9-15-3309 in September 2015, staff performed a customary site visit and identified issues related to outdoor storage of inoperable vehicles and some storage of debris near the trash enclosure on the subject property. On subsequent visits staff noted that the issues had been addressed.

Staff has only one record of a code enforcement complaint related to this business in 2010, which was resolved promptly. The violation related to cars being washed in the parking lot at the rear of the tenant space. This is a violation of the condition of approval requiring that all business activities take place within the subject building and is a violation of water quality requirements.

Parking Enforcement

In conferring with the Sheriff's Department concerning the use and extent of on-street parking, staff has been advised that an OCSO Community Services Officer patrols this area, including Vista Grande Drive, on a regular basis. They will continue to do so and will respond to all requests for service received by Sheriff's Dispatch.

Additional Staff Investigation

Following receipt of the letter of opposition, staff conducted several additional site visits to the area to observe first-hand the concerns raised in the letter of objection.

Staff did not observe vehicles left on the street overnight, vehicles double parked on the street, wrecked or inoperative vehicles being stored in the street, or vehicles being repaired in the street. Since none of these activities are permitted in the street, concerned citizens can contact the Orange County Sheriff's Dispatch (non-emergency) when those situations occur.

Staff has observed that the Applicant's business is very active and that the parking lot can become full. However, the available parking at the site is sufficient for the two businesses sharing the parking per the Laguna Hills Municipal Code (LHMC)-established ratio for auto repair. Staff cannot require additional parking beyond the City's requirement. However, staff can enforce the existing Conditions of Approval for the business (SDP 2005-080) and, should the project be approved, the conditions in the proposed Resolution of Approval (Attachment C). As previously mentioned, there is only one record of Planning or Code Enforcement staff receiving any complaints related to the business at this site since its establishment in 2005 until the letter of opposition was received. The Applicant has been notified that they need to be in compliance with the conditions of project approval (both the existing approval and the proposed). Specifically, the relevant conditions (in the proposed Resolution) are as follows:

12. The subject property shall be kept clean and clear of all trash and debris.
13. All repairing, painting, or servicing of motor vehicles, and installation of parts and body repair work shall be conducted entirely within the interior of the building tenant space.
14. Outdoor storage of tires, vehicle parts, and fluids is strictly prohibited.
15. All vehicles awaiting repair, service, or pick-up shall be parked on the subject property and not in the public right-of-way.
16. Vehicle servicing, repair work, body repair and/or vehicle painting shall only be conducted between the hours of seven a.m. and eight p.m.

If any conditions on the site violate these conditions in the future the City can enforce its Conditions of Approval which includes, but is not limited to, proceedings to revoke the Applicant's CUP.

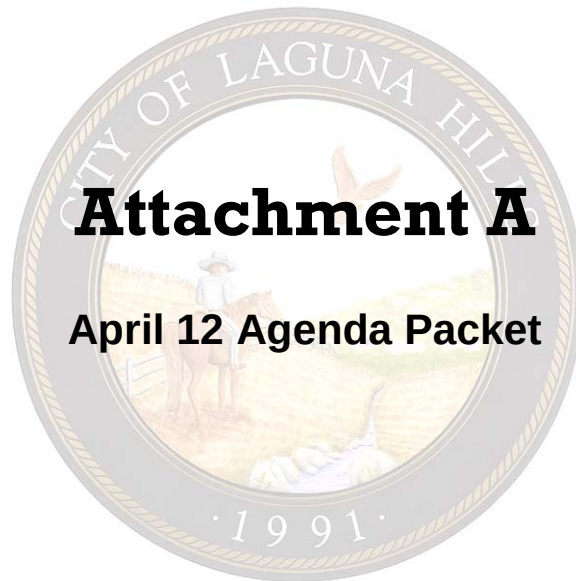
CONCLUSION:

The primary issues expressed in the letter of opposition received for this project relate primarily to safety concerns regarding use of the street. These are all matters of

enforcement and the Sheriff's Department should be contacted if these situations occur. Given the information provided, and staff's subsequent field investigations, there has been no substantial evidence presented that the approval of the proposed CUP will result in any negative impacts to surrounding uses or properties as conditioned. Previous Code Enforcement cases of any violations of the Conditions of Approval for the original entitlement (SDP 2005-080) have been minimal (only 1 instance since the business opened at this location 11 years ago). The Applicant for CUP No. 9-15-3309 has been advised of the conditions in the proposed Resolution and reminded of the conditions from the original 2005 approval for the business. If violations of the Conditions of Approval are reported to Code Enforcement and left unresolved or repeatedly disregarded, the Planning Agency can revoke its approval of the original entitlement and this CUP, if granted. Therefore, at this time, staff's recommendation to approve CUP No. 9-15-3309 remains unchanged.

ATTACHMENTS:

- Attachment A – Agenda Packet from April 12 Agenda (including staff report and all original attachments)
- Attachment B – Public Comment: Letter of Opposition
- Attachment C – Proposed Resolution of Approval



Attachment A

April 12 Agenda Packet



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: 4/12/2016

TO: CHAIR AND AGENCY MEMBERS

FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR

ISSUE: CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHRAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A IN THE MIXED USE (MXU) ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHRAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A IN THE MIXED USE (MXU) ZONE."

SUMMARY:

Conditional Use Permit (CUP) No. 9-15-3309 is a request by Bob Behravan, (the "Applicant") to establish and operate a vehicle body repair and paint business at 23251 Vista Grande Drive, Suite A in the Mixed Use (MXU) zone. The Applicant has previously applied for and received approval for a site development permit (SDPA 2005-080) for the operation of a vehicle repair business, Expert Auto Repair, at the same location. The Applicant proposes to install a paint booth and to conduct limited vehicle body repair and paint work. There are no concerns over air quality since the paint booth and its operations are regulated by the South Coast Air Quality Management District (AQMD). Further, the business has been operating in this location as a vehicle repair only use for years without incident related to the vehicle repair use. Staff has included conditions of approval that will ensure that the addition of the vehicle body repair and paint services to this existing business are not a detriment to the industrial properties and tenants surrounding the business.

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

impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare.

BACKGROUND:

In 2005, the Applicant applied for and received SDPA 2005-080 to operate Expert Auto Repair, a vehicle repair business, at the subject location. The business has been operating there for a decade without incident. The Applicant now wishes to add vehicle body repair and paint services to the vehicle repair business.

AUTHORITY:

In the MXU zone, vehicle body repair, paint, or restoration businesses require a CUP. (See, LHMC Table 9-30.020 - Mixed Uses.) CUPs are used to evaluate uses that may have a moderate to high potential for adverse impact to adjacent or abutting uses due to operating characteristics. Approval of CUPs can allow a use, subject to expressed conditions, to ensure compatibility between the requested use and existing uses. Laguna Hills Municipal Code (LHMC) 9-92.030 grants the Planning Agency the Authority to review and Approve CUPs. LHMC 9-92.080(C) establishes the findings that are necessary to approve a CUP.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, location, and operation of the proposed business:

Project Location and Setting

The subject property is approximately 0.7 acres, located near the intersection of Peralta Drive and Vista Grande Drive in the MXU zone. The property is improved with a +/- 12,000 square foot industrial building divided into two tenant spaces, which share 28 surface parking spaces to the side and rear of the building. All adjacent properties are also zoned MXU. To the north are single-story office buildings, to the west, east, and south are single-story industrial buildings. **Attachment 1** provides a vicinity map of the project site and the surrounding area. The other uses in the industrial buildings include other vehicle repair uses, light manufacturing, and research and development uses. The other tenant in the subject building is another vehicle repair use, Antonio Romero Auto Repair. The Laguna Hills Estates, a mobile home park zoned High Density Residential (HDR) is located approximately 400 feet east of the subject tenant space.

Project Design

The subject tenant space is 5,520 square feet and, as previously mentioned, is currently an approved vehicle repair facility. The proposed additional vehicle body repair and paint uses will be added to the services offered by the vehicle repair business. The only physical modification to the tenant space proposed is to add a paint spray booth. The booth is a

stand-alone paint station, manufactured by a company that specializes in the production of this type of equipment. The booths meet all regulatory standards of the AQMD and Orange County Fire Authority (OCFA). The booth will be located within the tenant space in an area previously used for vehicle repair functions. The vehicle repair area is accessible by two roll-up doors at the rear of the tenant space. The front of the tenant space consists of a lobby, offices, and restrooms.

LHMC Section 9-40.230 sets forth specific provisions and requirements for vehicle repair and similar uses which help to ensure that auto uses function in a manner that is consistent with the City's property maintenance standards, water quality requirements, and are generally compatible with other commercial uses in the areas in which they are permitted. These requirements include that no storage of parts or other items are permitted outdoors, all repair work must be conducted within the tenant space, and hours of repair are limited. These conditions were included in the 2005 approval for Expert Auto repair and have been included in the Conditions of Approval for this project as well (**Conditions 13-16**).

Parking

There are 28 on-site parking spaces available for use by the two tenants of the site. The other tenant, Antonio Romero Auto Repair (Suite B), is required to provide 12 parking spaces, leaving 16 parking spaces for the subject tenant space (Suite A). The parking ratio for vehicle repair and vehicle body repair and paint uses is the same. In the original approval for Expert Auto Repair, 14 spaces were required. This was based upon a ratio of two parking spaces plus three spaces per "repair bay." The LHMC provides an additional option for calculating parking for this type of use: two spaces plus one space per 500 square feet of gross floor area (less restrooms). Staff believes this to be a more standardized ratio, allowing the business more flexibility to operate in the most efficient, effective, and safe manner, without concern over the number of "repair bays" permitted through the City permit. Utilizing this more standardized parking ratio, the business is required 12 parking spaces, leaving a surplus of four parking spaces on the subject site.

Health and Safety

Because the tenant space is within approximately 400 square feet of residentially zoned property, staff took a close look at any potential impacts related to having a spray booth in the business, due to the chemical in paints that could be released into the air. Chemicals in paints can be harmful to air quality if not properly used. Therefore, the AQMD tightly regulates such paint booths in their manufacture, installation, and operations in order to ensure air quality is not affected by their operation. OCFA also regulates paint booth installation and operation to ensure there are no safety or fire hazards related to the paint or paint booth operation. Following consultation with the Building Division, OCFA, and AQMD, staff concluded that there is no potential for any health or safety impacts related to the spray booth. This type of paint booth is designed to be air tight with fans and filtration systems so that there are no air quality impacts related to their operations. Therefore, the proximity to the residential use is not an issue. With regard to adjacent buildings and businesses, the subject business will, for all intents and purposes, continue to operate as it

has the last decade. The additional services offered by the business and the subject of this conditional approval will not cause operational changes that would result in impacts to the adjacent buildings or tenants. **Conditions 17 and 22** have been added, which require the Applicant to comply with all AQMD and OCFA regulations, respectively, regarding the paint booth to ensure operations do not have air quality or other safety impacts. Further, any tenant improvement work is regulated by the California Building Code and will be plan checked and inspected by the Building Division to ensure compliance (**Condition 18**).

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the addition of vehicle body repair and paint services to Expert Auto Repair. The business will continue to function as it has since it was approved in 2005, with the addition of vehicle body repair and paint services. The only physical modification to the tenant space is the addition of a paint booth, which is regulated by the AQMD as well as OCFA. Oversight and regulation by these agencies will ensure that the surrounding tenants will not be affected by the proposed uses.

PUBLIC COMMENT:

A total of 108 public hearing notices were mailed, including all property owners on parcels within a 300-foot radius of the subject property. To date, no public comments or concerns 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 exemption). This exemption is applicable to the operation, permitting, or minor alteration to an existing facility involving negligible or no expansion.

FISCAL IMPACT:

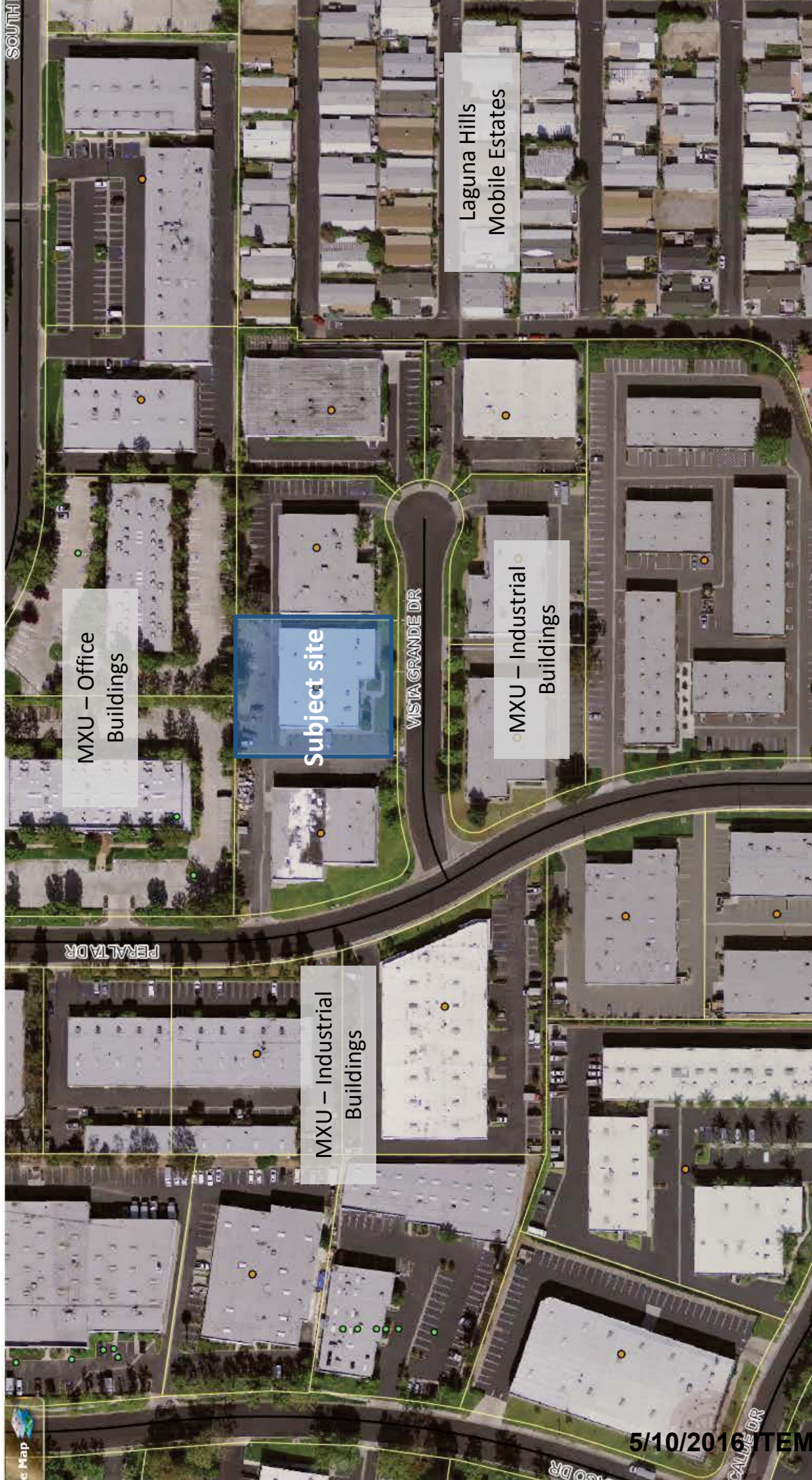
None

ATTACHMENTS:

- Attachment 1 – Vicinity Map
- Attachment 2 – Resolution of Approval
- Attachment 3 – Letter of Justification
- Attachment 4 – Plans



Attachment 1: Vicinity Map



The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person riding a horse through a field, with a bird in flight above them. The text "CITY OF LAGUNA HILLS" is inscribed along the top inner edge of the seal, and "1991" is at the bottom. The seal is rendered in a light, faded gray.

Attachment 2

Proposed Resolution of Approval

RESOLUTION NO. PA2016-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A IN THE MIXED USE (MXU) ZONE

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

WHEREAS, Bob Behravan ("the Applicant"), the owner of Expert Auto Repair, has filed an application for CUP No. 9-15-3309 to expand his existing vehicle repair business to include vehicle body repair and paint services at 23251 Vista Grande Drive, Suite A in the MXU zone; and

WHEREAS, CUP No. 9-15-3309, is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (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 April 12, 2016.

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 No. 9-15-3309 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for the subject property is Mixed Use, which is intended to provide for areas where a variety of goods and services can be obtained in an overall planned environment, including industrial and manufacturing uses, auto-related uses, administrative and professional uses, and retail and restaurant uses. In fact, the Mixed Use designation allows the most industrial uses of any land use designation in the City. The subject property carries a zone designation of MXU which implements the property's Mixed Use General Plan land use designation. Vehicle body repair and paint uses are permitted in the MXU district with a CUP.

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

The vehicle body repair and paint use will be located in an existing industrial multi-tenant building. The business, Expert Auto Repair, is already a permitted vehicle repair business, which was approved through minor Site Development Permit (SDPA) No. 2005-080. The other tenant of the subject building is another vehicle repair business, Antonio Romero Auto Repair. Surrounding uses include other office/industrial type uses. The addition of a paint booth and vehicle body repair services will not have negative effects on the surrounding businesses or buildings. The South Coast Air Quality Management District (AQMD) regulates paint booths, ensuring there are no negative impacts to air quality from the chemicals contained in the vehicle paint. Further, staff has placed conditions on the project, which are standard for all vehicle repair and vehicle body repair businesses, including conditions which were previously placed upon this business through the original SDPA approval for vehicle repair. Conditions include that all work must be conducted in the tenant space, and outdoor storage is prohibited. Further a condition of approval for this project requires that compliance with AQMD be maintained as long as vehicle painting is occurring and/or a paint booth is present at the facility. Given the industrial nature of the surrounding area, the existing vehicle repair use, and the application of conditions standard to these types of uses, the proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The subject tenant space is currently occupied by the Applicant's business, Expert Auto Repair, a vehicle repair business. The addition of vehicle body repair and paint services, as an accessory to the existing business will not alter the footprint or parking demand of the business. The proposed paint booth will be located within the tenant space within an area currently used for vehicle repairs. The subject business shares the building with another vehicle repair business, both of which share 28 surface parking spaces to the side and rear of the building. There is sufficient parking on the site to accommodate both uses. Surrounding businesses include vehicle repair, research and development, and cabinet shops, located within office/industrial buildings similar to the subject building.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed business will be located in the MXU zone, which includes development standards for parking, landscape, building setbacks, height

limits, and floor area ratio. The proposed modification of the use in the subject tenant space does not affect any development standards prescribed by the Development Code.

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

Conditions placed upon this project are standard for vehicle repair uses and are intended to help maintain Laguna Hills' high property maintenance standards, ensure compatibility with adjacent or abutting uses, as well as protect the public health, safety, and welfare. Conditions require all work to be conducted within the tenant space, with no outdoor storage permitted. Further all tenant improvement work required to add the paint booth to the business is required to comply with the California Building Codes, and the paint booth itself and operations thereof must comply with the requirements of the AQMD and Orange County Fire Authority (OCFA).

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 9-15-3309 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Bob Behravan, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit, CUP No. 9-15-3309 approved pursuant to this Resolution.
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, 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. 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.
 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 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.
 8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
 9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from April 12, 2016.
 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. The Applicant shall apply for an updated Certificate of Use and Occupancy reflecting the new services and floor plan, prior to issuance of building permits for any improvements or commencement of any vehicle body repair and paint uses, whichever occurs first.

12. The subject property shall be kept clean and clear of all trash and debris.
13. All repairing, painting, or servicing of motor vehicles, installation of parts and body repair work shall be conducted entirely within the interior of the building tenant space.
14. Outdoor storage of tires, vehicle parts, and fluids is strictly prohibited.
15. All vehicles awaiting repair, service, or pick-up shall be parked on the subject property and not in the public right-of-way.
16. Vehicle servicing, repair work, body repair and/or vehicle painting shall only be conducted between the hours of seven a.m. and eight p.m.
17. The Applicant shall ensure the paint booth and its operations are in compliance with all requirements of the South Coast Air Quality Management District (AQMD) at all times. AQMD approval is required prior to the Certificate of Use and Occupancy Inspection and must be maintained as long as the paint booth is present on the subject site.
18. The Applicant shall secure applicable building permits, as required by Section 105 of the 2013 California Building Code, prior to the commencement of any work for which a permit is required.
19. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2013 California Building Code.
20. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
21. The Applicant shall comply with water quality requirements for general construction in City of Laguna Hills Ordinance 2003-12.
22. The Applicant shall submit to OCFA a Special Equipment Plan, Chemical Classification Plan, and any other plans determined to be necessary by OCFA. OCFA approval of all required plan submittals is required prior to building permit issuance, unless otherwise noted by OCFA.
23. All construction shall comply with the 2013 California Building, Mechanical, Plumbing, and Electrical and Green Building Codes in regards to S1 occupancies.

24. The Applicant shall be responsible for site compliance with Chapter 11 of the 2013 California Building Code with regard to accessibility requirements. This includes making updates to the site or tenant space, as required by the Building Code.

PASSED, APPROVED, AND ADOPTED this 12th day of April, 2016.

BARBARA D. KOGERMAN, 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. PA2016- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 12th day of April, 2016, by the following vote:

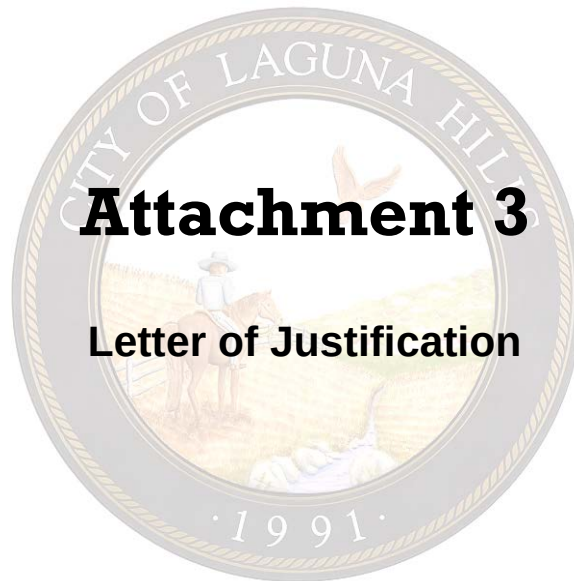
AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



Attachment 3

Letter of Justification

August 23, 2015

To Whom It May Concern:

Expert Auto Repair has been in business since 2003 in the City of Laguna Hills. At this time the company would like to apply for a permit to add a free - standing paint booth that would not need any structural changes to the existing building. We would only repair and paint minor damages to vehicles and not an entire car. We would like to purchase a mobile paint station that is made of galvanized steel. It includes it's own exhaust fan and lights. The company from which it would be bought is named Spray Zone. All booths purchased from the company meet or exceed the requirements of OSHA. Please accept our application to install this mobile paint booth in our existing location.

Thank You,

Expert Auto Repairs
Bob Behravan
Jennifer Behravan

RECEIVED

SEP 09 2015

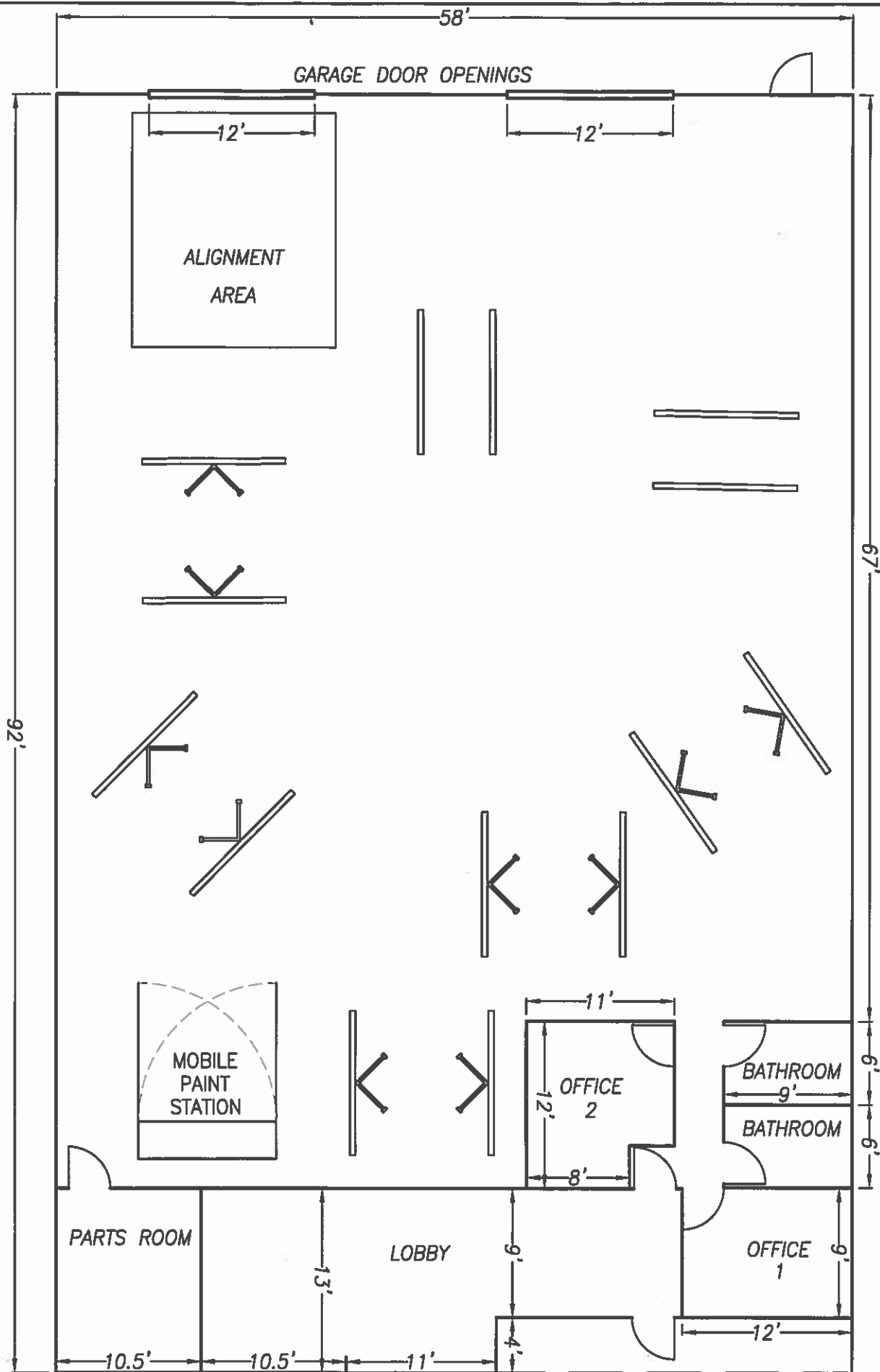
CITY OF LAGUNA



Attachment 4

Plans



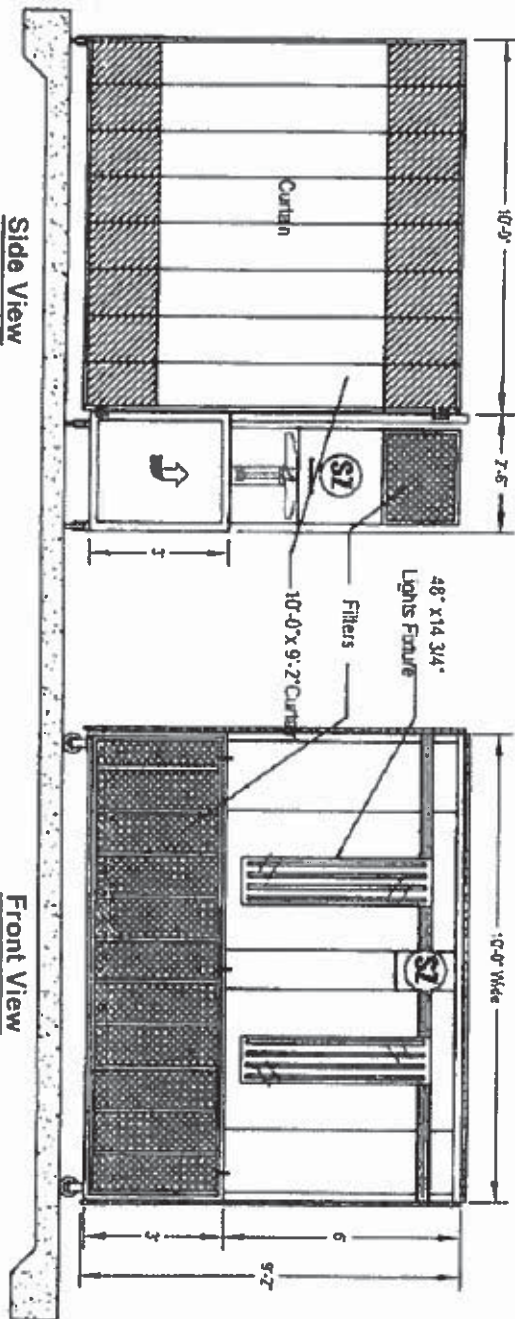


FLOOR PLAN

SCALE: 1"=10'

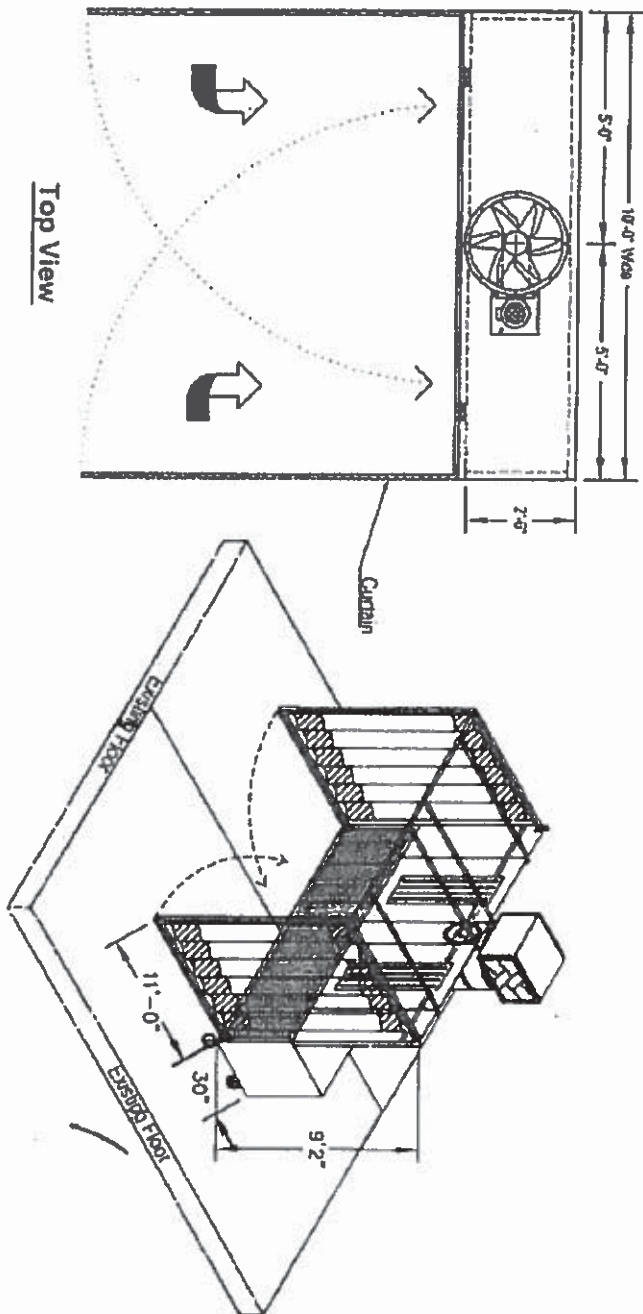
EXPERT AUTO REPAIR

5/10/2016 ITEM NO. 4.5.1



Front View

Side View



Top View

MOBILE PAINT STATION SPECIFICATIONS

MODEL#SZ-MP-SE 10 SE

OVERALL DIMENSIONS:

10'-0" x 11'-0" x 8'-2"

CONSTRUCTION:

16 GAUGE ZINC GALVANIZED STEEL PANELS,
PRE-PUNCHED AND COMPANION PLANGED FOR
EASY ASSEMBLY. PRE-DRILLED ON 6" CENTER
FOR ASSEMBLY WITH 1/4" BOLTS AND BOLTS
NUTS.
100% 20707072 EXHAUST FILTER
EXHAUST FAN
1 3/4" DIA. TUBE AXIAL
1 1/2" 3PH MOTOR VOLTAGE 208-230
DELTA: 12550 CFM @ 21 S.P.
TYPE

WITH NON SPARKING ALUMINUM BLADES, ENCLOSED BELTS
AND BALL BEARINGS. AIR SOLID VALVE INTERLOCKED WITH
FAN TO PREVENT SPRAYING OPERATIONS WITHOUT FAN
WORKING.

CURTAIN:

1/4" Top and Side Rails 11'-0" x 9'-2"
LIGHTS.

7/16" x 1/4" 3/4" LIGHTS FIXTURES WITH LAMP 130V

CODE COMPLIANCE

ALL SPRAYZONE SPRAY BOOTHS ARE MANUFACTURED TO
MEET OR EXCEED
REQUIREMENTS OF (NATIONAL FIRE PROTECTION
ASSOCIATION, (NFPA),
OCCUPATIONAL SAFETY & HEALTH ACT (OSHA),
AND FEDERAL LAWS
GOVERNING THE DESIGN AND CONSTRUCTION
OF PAINT BOOTHS, STATE AND LOCAL CODES
VARY WIDELY. ALL PAINT SPRAY BOOTHS,
EXHAUST FANS, LIGHT FIXTURES,
ELECTRICAL AND WATER CONNECTIONS, ETC.,
SHOULD BE INSTALLED TO CONFORM TO THE
CODE THAT HAS JURISDICTION.



14066 Gerda Ave. Paramount, CA 90723
PH 562-602-0101 FX 562-790-8078 www.sprayzone.net

THIS DRAWING AND DATA IS PROPERTY OF
SPRAYZONE AND SHALL NOT BE REPRODUCED OR
USED BY OTHERS WITHOUT WRITTEN PERMISSION OF
SPRAYZONE.

Permits By Owner

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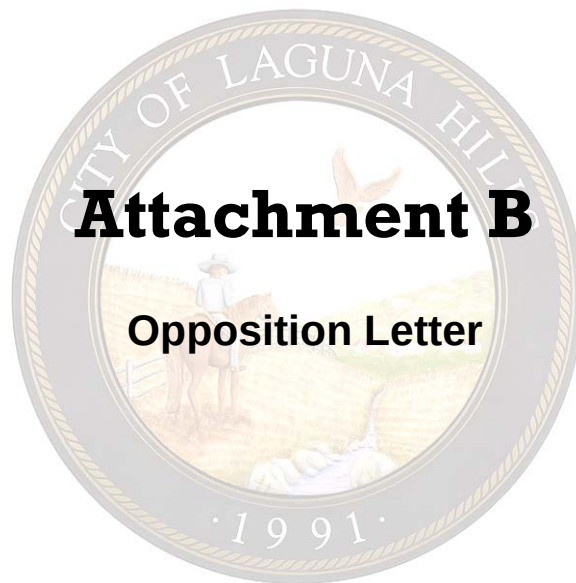
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Attachment B

Opposition Letter



City of Laguna Hills Planning Agency
Atten: City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

RE: CUP # 9-15-3309

Dear City of Laguna Hills Planning Agency,

I am writing today to **OPPOSE** proposed **CUP # 9-15-3309**.

I am a longtime business owner on Vista Grande. INTEC Video Systems has been at our current address for 31 years, since 1985, and 3 additional years prior on La Cadena. We currently employ more than 20 people here. Our company has been involved in the vehicle safety side of transportation for more than three decades. I am a member of many local and national transportation safety associations and have a lot of experience making vehicles safer.

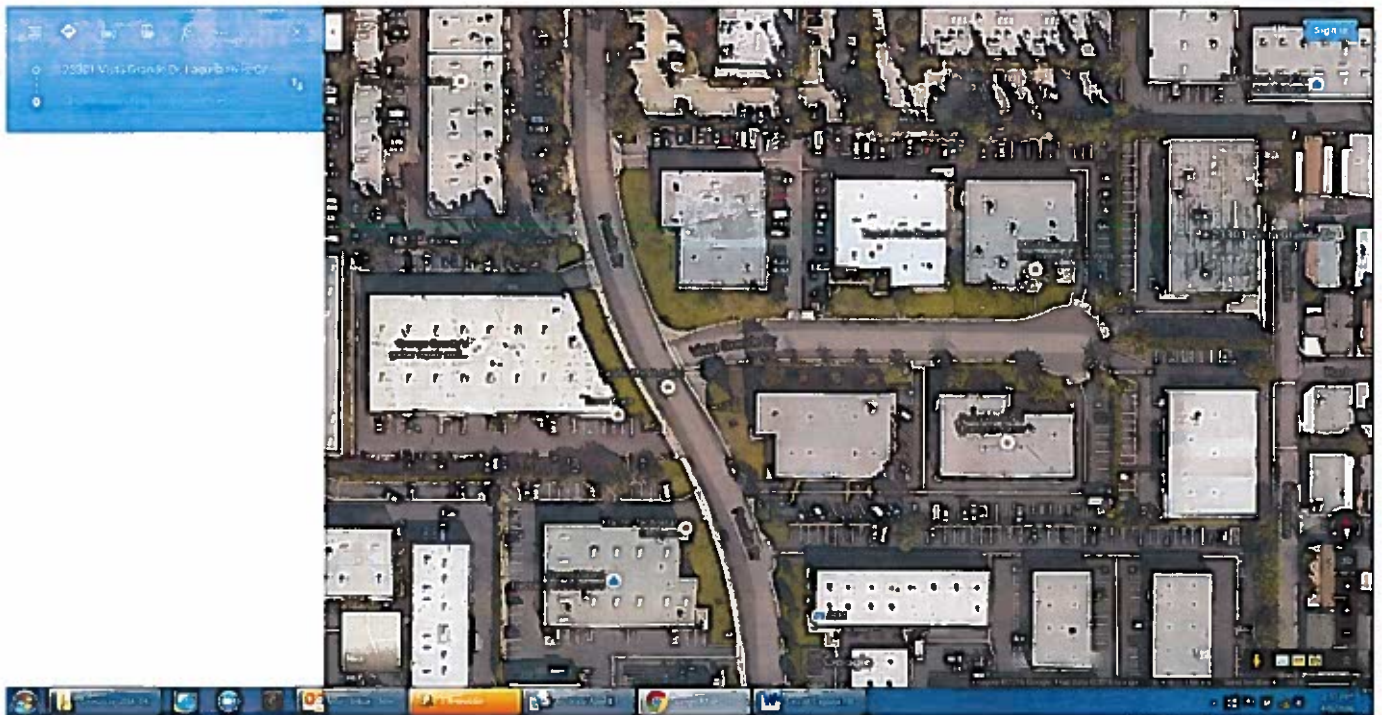
There are numerous separate businesses; several auto services and one 4 wheel drive service facility that is the root cause of the issues below. Many of the issues I raise in opposition may not be directly attributable to this particular applicant or their request; but I feel compelled to put all the cards on the table for the planning agency or others to consider, and hopefully arrive at a more comprehensive solution.

Ever since the parking restrictions changed along Vista Grande from NO PARKING to 6 am to 6 pm parking allowed; the business atmosphere has suffered. Allowing any additional service offerings will only exacerbate the unsafe conditions and burden placed on nearby businesses because there is already a completely overwhelmed parking situation. The current situation is unacceptable and any expansion provided in your Use Permit should not be allowed. Further, action should be taken to remedy the abusive safety violations already occurring daily.

I have communicated numerous times on this issue with the auto service tenants via his landlord (who is my friend) but it seems there is no effort being made by the tenants to keep driving on the street safe. I know he has also communicated his concerns separately. Indeed much of this dialog has been repeated to them over the past year or so several times to no permanent avail. I'm glad their businesses have grown wildly, but maybe they now require a much more appropriate space and facility, in an area zoned for this typical activity with suitable and adequate parking / service yards within their

facilities. They shouldn't be allowed to use the public street as their employee and customer parking lot / service area.

Apparently, no one from the city has been by to inspect the situation often enough or they would have easily noticed the numerous constant safety issues. The frequent pictures I have included were taken on my normal commute since the street parking started and after I finally got fed up and started discussions with their landlord. I typically only go up and down the street twice a day, once when I come in to work, once when I leave. The pictures are snapped with little preparation and no composure consideration, so I apologize for any inadequacies in advance. The dates and times are also available in the picture data file if you need that; just let me know.



Specifically:

1. There are constantly large trucks and vehicles parked on both sides near the T, obstructing views of oncoming traffic and vice versa. There is no stop sign there, so it's just a matter of time until we have a serious accident like before. Forcing drivers on Vista Grande approaching Peralta to roll into a dangerous position just to see if there is oncoming traffic is a recipe for disaster. (I recall two accidents when parking was allowed on Vista Grande many years ago. One minor one when one of my employees was hit. Another serious one, ambulances and all. After that, the NO PARKING signs went up all over the complex.) The same situation exists now. They agreed previously to not park near the T, but their non-compliance remains an ongoing safety risk. Why don't they park the largest

trucks in their own lot? Why don't they park all their service customer vehicles and employee vehicles in their own lots?? As you can see below, the vehicles block visibility from all sides of the T (Vista Grande and Peralta) and this situation must be eliminated. The lack of approaching visibility added to necessary driver reaction time added to minimum braking distance will result in very undesirable results for the typical speeds driven on Peralta.









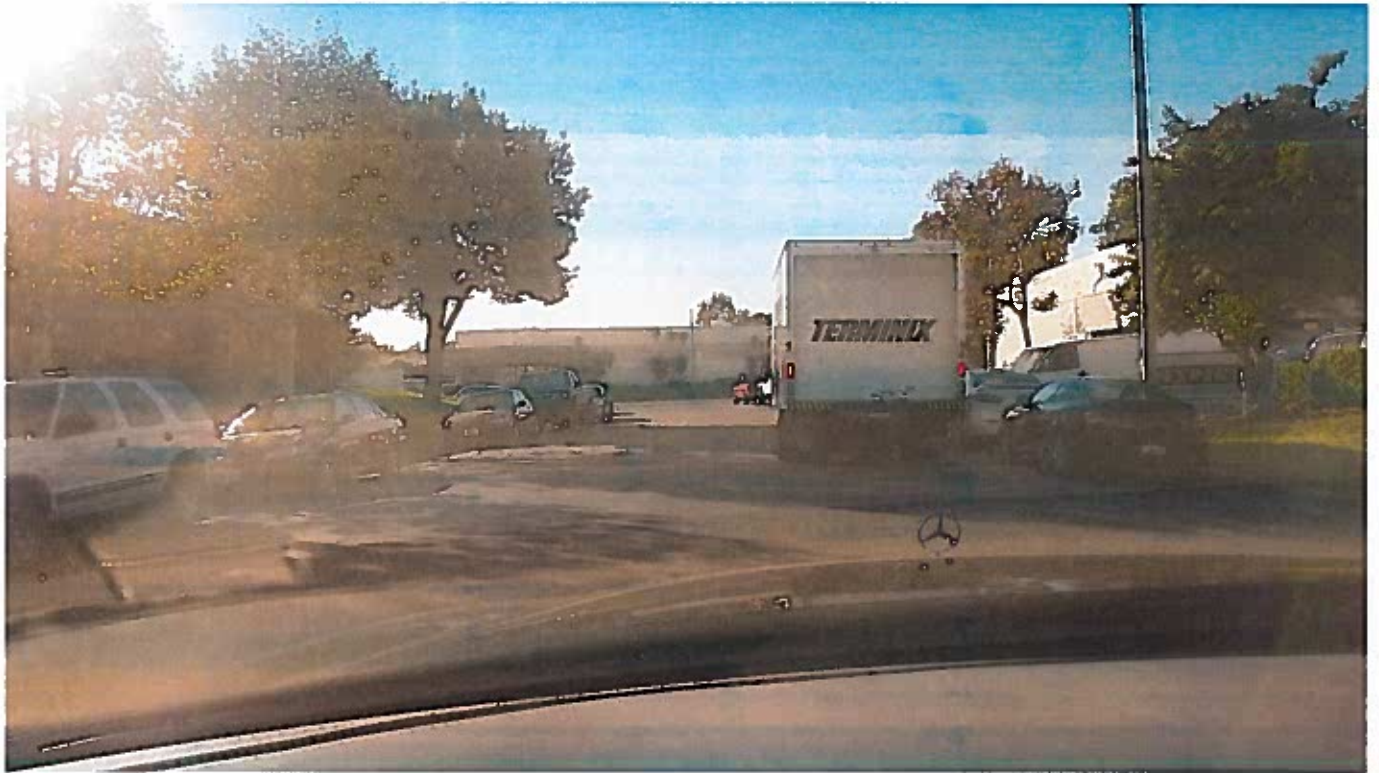
2. There are constantly cars double parked and triple parked, at times blocking the entire street. Their service customers sometimes double and triple park in the street. The tenant's parking lots are so overfilled already that their normal daily deliveries have to occur double parked from the street. Expanding their service offerings would likely increase their parts delivery requirements.











3. At times during the year, the sun sets directly down Vista Grande making the double parking and lack of greater visibility at the T even more untenable.





4. Their customers walk down the middle of the street, and appear from behind large vehicles to cross the street oblivious to traffic. Same with their employees. I've even seen children playing out in the street and between cars unsupervised when my employees are leaving work. In fact, one of the businesses has installed a park bench as additional waiting area outside their business next to the street and parked cars.
5. Their employees and customers often drive unsafely when moving cars in and out of their lot. Just before I snapped the picture below, there was a little white Cadillac that squealed its tires and sped into their driveway from the middle of the road in front of the two double parked cars. We called the sheriff weeks ago during normal working hours because a small silver compact car was doing doughnuts in the cul-de-sac then sped into the lot between the auto service places and 4 wheel drive service place. The rubber marks are still on the street in front of my business. And I know I'm not the only one disturbed by the situation because Bob has falsely accused me of calling the cops on several occasions when I didn't call.



6. The street now typically looks like an auto junkyard. On many occasions I've seen them working on cars with hoods up / doors open in the street.





7. Tow trucks and flat beds stop traffic double parked to drop cars. I am especially concerned about an "auto body repair and paint business." The first picture below was taken January 17 after the wrecked car was unmoved in the street for several days. I couldn't believe that the road crews that were working digging a trench on Peralta and had lane restrictions and flow rerouting didn't have it towed. The next one was taken January 30 and sent to the tenants (via their landlord, my friend). I am glad they moved it the next day, but it sat there unmoved for over 2 weeks! The current auto junkyard scenario was not imaginable before the NO PARKING restriction was lifted. (And I'd really like to know how that happened without proper notice to area owners and public hearing like the one here!)





8. The cul-de-sac was meant to allow traffic to easily turn around in the street. Now they come into our parking lot to make the turn and big trucks must do so by backing out and into an adjacent driveway. Our deliveries require the larger trucks to now back a considerable distance. And we know that is an inherently unsafe maneuver.



9. The street parking continues after 6 pm nightly, contrary to posting. I have noticed some cars unmoved for days and weeks in the case of the wrecked car above in issue # 7.

10. Does the new street parking allowance also waive fire hydrant parking code?
Regularly, cars are parked directly in front of the hydrant.





11. And when spaces are empty, it is obvious that the street has been oil stained and curbs damaged from the situation. Is there any additional street sweeping or cleaning being scheduled to remedy the mess? There is constant trash and debris blowing around on Vista Grande. I have seen take out drink cups left standing on the curb and street. This used to be a really attractive street and it is no longer.
12. We have had a highly elevated number of false alarms (burglar) at our building early in the morning and late at night since the parking restrictions were eased. I really don't know what the cause is or if it is directly attributable to the situation down the street as we're not here at the time. But I've also had to call the sheriff this year for a car full of young kids doing drugs behind our building and parking lot on a Saturday mid-morning. That was the first time we've ever had anything of that sort in more than 30 years of being here.

In light of all the issues I have listed, I am opposed to any increase in service offerings that would only make the situation worse. I have tried on numerous occasions to amicably correct the situation by communicating my concerns to no avail, and therefore oppose the request.

We are a long term business in this location and plan to stay for a long time to come. I would appreciate your attention and cooperation to resolve the above issues completely and permanently. I can be reached at the phone or email below if you have any questions.

Sincerely,


Donald E. Nama II
President

dn2@intecvideo.com
www.intecvideo.com
949-859-3800 X4030











RESOLUTION NO. PA2016-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 9-15-3309, A REQUEST BY BOB BEHRAVAN TO ESTABLISH AND OPERATE A VEHICLE BODY REPAIR AND PAINT BUSINESS AT 23251 VISTA GRANDE DRIVE (APN 588-064-18), SUITE A, IN THE MIXED USE (MXU) ZONE

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

WHEREAS, Bob Behravan ("the Applicant"), the owner of Expert Auto Repair, has filed an application for CUP No. 9-15-3309 to expand his existing vehicle repair business to include vehicle body repair and paint services at 23251 Vista Grande Drive, Suite A in the MXU zone; and

WHEREAS, CUP No. 9-15-3309, is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities); and

WHEREAS, CUP No. 9-15-3309, was duly noticed for the April 12, 2016, public hearing; and

WHEREAS, CUP No. 9-15-3309, was continued to the May 10, 2016, public hearing at the request of the Applicant; 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 the public hearing held on May 10, 2016.

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 No. 9-15-3309 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for the subject property is Mixed Use, which is intended to provide for areas where a variety of goods and services can be obtained in an overall planned environment, including industrial and manufacturing uses, auto-related uses, administrative and professional uses, and retail and restaurant uses. In fact, the Mixed Use designation allows the most industrial uses of any land use designation in

the City. The subject property carries a zone designation of MXU which implements the property's Mixed Use General Plan land use designation. Vehicle body repair and paint uses are permitted in the MXU district with a CUP.

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

The vehicle body repair and paint use will be located in an existing industrial multi-tenant building. The business, Expert Auto Repair, is already a permitted vehicle repair business, which was approved through minor Site Development Permit (SDPA) No. 2005-080. The other tenant of the subject building is another vehicle repair business, Antonio Romero Auto Repair. Surrounding uses include other office/industrial type uses. The addition of a paint booth and vehicle body repair services will not have negative effects on the surrounding businesses or buildings. The South Coast Air Quality Management District (AQMD) regulates paint booths, ensuring there are no negative impacts to air quality from the chemicals contained in the vehicle paint. Further, staff has placed conditions on the project, which are standard for all vehicle repair and vehicle body repair businesses, including conditions which were previously placed upon this business through the original SDPA approval for vehicle repair. Conditions include that all work must be conducted in the tenant space, and outdoor storage is prohibited. Further a condition of approval for this project requires that compliance with AQMD be maintained as long as vehicle painting is occurring and/or a paint booth is present at the facility. Given the industrial nature of the surrounding area, the existing vehicle repair use, and the application of conditions standard to these types of uses, the proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The subject tenant space is currently occupied by the Applicant's business, Expert Auto Repair, a vehicle repair business. The addition of vehicle body repair and paint services, as an accessory to the existing business will not alter the footprint or parking demand of the business. The proposed paint booth will be located within the tenant space within an area currently used for vehicle repairs. The subject business shares the building with another vehicle repair business, both of which share 28 surface parking spaces to the side and rear of the building. There is sufficient parking on the site to accommodate both uses. Surrounding businesses include vehicle repair, research and development, and cabinet shops, located within office/industrial buildings similar to the subject building.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed business will be located in the MXU zone, which includes development standards for parking, landscape, building setbacks, height limits, and floor area ratio. The proposed modification of the use in the subject tenant space does not affect any development standards prescribed by the Development Code.

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

Conditions placed upon this project are standard for vehicle repair uses and are intended to help maintain Laguna Hills' high property maintenance standards, ensure compatibility with adjacent or abutting uses, as well as protect the public health, safety, and welfare. Conditions require all work to be conducted within the tenant space, with no outdoor storage permitted. Further all tenant improvement work required to add the paint booth to the business is required to comply with the California Building Codes, and the paint booth itself and operations thereof must comply with the requirements of the AQMD and Orange County Fire Authority (OCFA).

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 9-15-3309 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Bob Behravan, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit, CUP No. 9-15-3309 approved pursuant to this Resolution.
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, 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. 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.
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 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.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from May 10, 2016.
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. The Applicant shall apply for an updated Certificate of Use and Occupancy reflecting the new services and floor plan, prior to

- issuance of building permits for any improvements or commencement of any vehicle body repair and paint uses, whichever occurs first.
12. The subject property shall be kept clean and clear of all trash and debris.
 13. All repairing, painting, or servicing of motor vehicles, installation of parts and body repair work shall be conducted entirely within the interior of the building tenant space.
 14. Outdoor storage of tires, vehicle parts, and fluids is strictly prohibited.
 15. All vehicles awaiting repair, service, or pick-up shall be parked on the subject property and not in the public right-of-way.
 16. Vehicle servicing, repair work, body repair and/or vehicle painting shall only be conducted between the hours of seven a.m. and eight p.m.
 17. The Applicant shall ensure the paint booth and its operations are in compliance with all requirements of the South Coast Air Quality Management District (AQMD) at all times. AQMD approval is required prior to the Certificate of Use and Occupancy Inspection and must be maintained as long as the paint booth is present on the subject site.
 18. The Applicant shall secure applicable building permits, as required by Section 105 of the 2013 California Building Code, prior to the commencement of any work for which a permit is required.
 19. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2013 California Building Code.
 20. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
 21. The Applicant shall comply with water quality requirements for general construction in City of Laguna Hills Ordinance 2003-12.
 22. The Applicant shall submit to OCFA a Special Equipment Plan, Chemical Classification Plan, and any other plans determined to be necessary by OCFA. OCFA approval of all required plan submittals is required prior to building permit issuance, unless otherwise noted by OCFA.

23. All construction shall comply with the 2013 California Building, Mechanical, Plumbing, and Electrical and Green Building Codes in regards to S1 occupancies.
24. The Applicant shall be responsible for site compliance with Chapter 11 of the 2013 California Building Code with regard to accessibility requirements. This includes making updates to the site or tenant space, as required by the Building Code.

PASSED, APPROVED, AND ADOPTED this 10th day of May, 2016.

BARBARA D. KOGERMAN, 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. PA2016- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: CHAIR AND AGENCY MEMBERS

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

ISSUE: CONDITIONAL USE PERMIT (CUP) NO. 2-16-3444, A REQUEST BY FUTURES IN EDUCATION, INC. TO ESTABLISH AND OPERATE HALSTROM ACADEMY, AN ALTERNATIVE SCHOOL FOR GRADES 6-12, AT 25201 PASEO DE ALICIA, SUITE 250, (APN 620-221-42), IN THE NEIGHBORHOOD MIXED USE (NMU) ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 2-16-3444; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 2-16-3444, A REQUEST BY FUTURES IN EDUCATION, INC. TO ESTABLISH AND OPERATE HALSTROM ACADEMY, AN ALTERNATIVE SCHOOL FOR GRADES 6-12, AT 25201 PASEO DE ALICIA, SUITE 250, (APN 620-221-42), IN THE NEIGHBORHOOD MIXED USE (NMU) ZONE."

SUMMARY:

Conditional Use Permit (CUP) No. 2-16-3444 is a request by Futures in Education, Inc., (the "Applicant"), to establish and operate Halstrom Academy at 25201 Paseo de Alicia, Suite 250. The property is in a six-building office park called Alicia Office Park and is in the Neighborhood Mixed Use (NMU) zone. Halstrom Academy is an alternative school for grades 6-12. There are no classes or regular school day schedules. Rather, students make one-on-one appointments with their instructors and are only required to be at the facility for their scheduled appointments. The hours of the proposed school mimic those of the other professional offices in the center. Despite the unique nature of the proposed Halstrom Academy and its similarities in some sense to a tutoring use, staff has determined that the use fits the definition of a "private school" as defined by the City's Development Code. A CUP is required for private schools in the NMU zone.

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

impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety, and general welfare.

BACKGROUND:

The Van Damme Academy was previously approved and operated at the subject site (CUP 2001-078). Van Damme Academy was a more traditional intermediate school when compared with the model of the Halstrom Academy. The Van Damme Academy is no longer in operation at the subject site. In 2006, updates were made to the office park that included conversion of two buildings to medical offices and an update to the shared parking agreement for the center (TPM/CUP/SDP 2006-022). Due to the increase in entitled medical office square footage, the other buildings in the subject center are limited to uses that have a parking demand the same as, or lower than, regular professional offices (1 space per 300 square feet).

AUTHORITY:

In the NMU zone, schools require a CUP. (See Laguna Hills Municipal Code (LHMC) Table 9-29.020 – Neighborhood Mixed Uses.) CUPs are used to evaluate uses that may have a moderate to high potential for adverse impact to adjacent or abutting uses or to the surrounding community due to operating characteristics. Approval of CUPs can allow a use, subject to expressed conditions, to ensure compatibility between the requested use and existing uses. LHMC 9-92.030 grants the Planning Agency the Authority to review and Approve CUPs. LHMC 9-92.080(C) establishes the findings that are necessary to approve a CUP.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, location, and operation of the proposed business:

Use Description

According to the Halstrom Academy website (<http://www.halstromacademy.org/>), it is accredited by the WASC Western Association of Schools and Colleges and provides 1:1 teacher/student learning programs. Halstrom has an “a-g” approved course list from the University of California and California State University, as well as an approved course list from NCAA.

Project Location and Setting

The project site is approximately 8.65 acres, located near the intersection of Paseo de Alicia and Alicia Parkway in the NMU zone. The property is improved with three professional office buildings, two medical office buildings, and a preschool building, which share 485 surface parking spaces. To the north of the office park is the Santa Ana (I-5) Freeway, to the west is the AAA Office Building (zoned NMU), to the south is the former

Phillips Mazda Dealership (zoned NMU), and to the east are single-family residential properties (zoned LDR – low density residential). **Attachment 1** provides a vicinity map of the project site and the surrounding area. The other uses in the Alicia Office Park include professional office, medical office, and daycare/preschool.

Project Design

The subject tenant space is 6,875 square feet in Suite 250 of the subject building. The suite area is in actuality comprised of what was formerly Suite 250, 255, and a portion of Suite 260. The tenant space will include eight “classrooms,” reception area, teacher breakroom, student breakroom, and student study areas. The “classrooms” are not traditional classrooms in that they are more office sized at about 140-200 square feet. Students receive one-on-one instruction in these rooms. There are no large gathering areas in the proposed tenant space and large gatherings are not a part of the normal school program.

The typical hours of operation of the school are 8:00 a.m. to 7:30 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. Friday. The school may be open some evenings or Saturdays for parent meetings or standardized test prep. The peak hours for the school are typically 10:00 a.m. to 2:00 p.m. Students schedule instruction for one to two hours per day, one to two times per week. The remainder of school work is assigned as homework typically done away from the school facility. Study rooms are provided at the school for students to complete work if they arrive before or stay after a scheduled instruction session. The Applicant expects that there may typically be up to 5 students at the school utilizing study rooms at any given time. There are 8 classrooms, so up to 8 students may be receiving instruction at any given time. The resulting maximum student capacity is 13 students.

Pursuant to school policy, students are required to check in and check out upon arriving to or departing from the school.

Parking

The LHMC sets forth a parking requirement for elementary and junior high schools as well as a parking requirement for high schools. Since the subject school is for students in grades 6-12, a determination was made to choose one ratio. Because the elementary/junior high parking ratio includes parking for gathering spaces (such as gymnasium or auditorium), and there is no such space at this school, staff determined that the high school ratio would be the best ratio to apply to the school. The required parking for a high school is 1.5 spaces per classroom plus one space per three students based on maximum student capacity. There are eight classrooms and a maximum of 13 students at the school at any given time. Therefore the parking demand for the proposed school is 16 parking spaces.

The subject building shares parking with five other buildings within the Alicia Office Park. The subject building is allotted parking for all tenant spaces to be filled with professional

offices. The required parking for professional offices is one space per 300 square feet. The subject tenant space is 6,878 square feet and would therefore be allotted 23 spaces. Since the demand for the school is 16 parking spaces there is sufficient parking at the subject site for the proposed use. While the Applicant has indicated that only 5 students not receiving instruction would be on the subject site (for a total of 13 students), staff has included **Condition 13**, stating the number of students present at the subject site shall not exceed 33. With a maximum of 33 students, the school would require the full 23 parking spaces available for the subject tenant space. This limit provides flexibility for the school to hold weekend study sessions or test preparation courses without violating a condition of approval.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the establishment of Halstrom Academy at the subject location. Because of the unique nature of the school, it will fit well within the office building and will not cause issues typical of schools, such as noise, traffic, and parking issues for the other tenants of the building or the Alicia Office Park. The school will provide an alternative education environment for students and families seeking this option.

PUBLIC COMMENT:

A total of 71 public hearing notices were mailed including all property owners on parcels within a 300-foot radius of the subject property, and to all tenants on the subject property. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with 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 exemption). This exemption is applicable to the operation, permitting, or minor alteration to an existing facility involving negligible or no expansion.

FISCAL IMPACT:

None

ATTACHMENTS:

- Attachment 1 – Vicinity Map
- Attachment 2 – Resolution of Approval
- Attachment 3 – Letter of Justification
- Attachment 4 – Plans



Attachment 1

Vicinity Map

Attachment 1: Vicinity Map





RESOLUTION NO. PA2016-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 2-16-3444, A REQUEST BY FUTURES IN EDUCATION, INC. TO ESTABLISH AND OPERATE HALSTROM ACADEMY, AN ALTERNATIVE SCHOOL FOR GRADES 6-12, AT 25201 PASEO DE ALICIA, SUITE 250, (APN 620-221-42), IN THE NEIGHBORHOOD MIXED USE (NMU) ZONE

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

WHEREAS, Futures In Education, Inc. ("the Applicant") has filed an application for CUP No. 2-16-3444 to establish and operate an alternative school for grades 6-12 at 25201 Paseo de Alicia in the NMU zone; and

WHEREAS, CUP No. 2-16-3444, is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (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 10, 2016.

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 No. 2-16-3444 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for the subject property is Neighborhood Mixed Use, which is intended to provide for a variety of different, compatible land uses to exist in proximity, including residential uses, personal services, offices, and neighborhood level commercial centers. The subject property carries a zone designation of NMU which implements the property's Neighborhood Mixed Use General Plan land use designation. Private schools are permitted in the NMU district with a CUP.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not

adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The proposed school will be located in an existing 2-story office building within the Alicia Office Park. The other tenants of the subject building are professional office uses. Uses in the office park are professional office, medical office, service uses, financial services, and a preschool. The addition of the proposed use will not have negative effects on the surrounding businesses or buildings. Because of the unique nature of the school with its one-to-one instruction appointments, typical school facilities (such as outdoor play or sports areas and large gathering areas) are not required and impacts typical of a school, such as noise and traffic are not applicable. Since the use will provide a one-on-one teaching experience, this school will function more like an office than like a typical school. As such, the proposed school will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The proposed school will be located in a portion of the second floor of an existing office building. The footprint of the building and the site plan will remain unchanged as a result of the proposed school. Four hundred eighty five parking spaces are shared among six buildings at Alicia Office Park. There is sufficient parking at the site to accommodate the proposed use, as discussed in finding #4, below.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed school will be located in the NMU zone, which includes development standards for parking, landscape, building setbacks, height limits, and floor area ratio. The proposed school does not affect any development standards prescribed by the Development Code with the exception of parking. The parking at the subject site is shared among the tenants of six buildings on the subject site. The subject building (25201 Paseo de Alicia) is allocated enough parking for office uses only (1 space per 300 square feet). The subject tenant space is allocated 23 parking spaces (6,875 square feet/300). The proposed school requires a total of 16 spaces (1.5 stalls/classroom plus one stall per three students based on maximum student capacity). Therefore, parking is sufficient at the site for the proposed use. Staff has also placed a condition on the project limiting the maximum number of students at the facility at any given time to 33, which ensures that the use will not exceed the 23 parking spaces allotted for the tenant space..

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

Conditions placed upon this project are intended to ensure compatibility with adjacent office uses, as well as protect the public health, safety, and welfare. Because of the unique nature of this particular school, it will function well within the office building and will not negatively impact the other office tenants. However, other schools with different operations may have impacts related to noise, traffic, or parking. Therefore, any substantial change in the operations model of the school operating under this permit must be reviewed and approved through a Changed Plan. Other conditions include that students must sign in and out upon arrival and departure and the school must have a procedure for excusing students to use the restroom facilities shared among all office tenants. These conditions will ensure the proposed use is compatible with the existing uses in the building and on the subject site. Additionally, all tenant improvement work is required to comply with the California Building Codes, ensuring that the improvements required for the proposed school are safe and meet minimum code standards.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 2-16-3444 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Futures in Education, Inc., the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit, CUP No. 2-16-3444 approved pursuant to this Resolution.
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, 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. 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.
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 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.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from May 10, 2016.
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. The Applicant shall apply for a Certificate of Use and Occupancy prior to the issuance of building permits or commencement of school activities, whichever occurs first.
12. The Applicant shall ensure the school functions in substantial conformance with the application materials submitted for this Permit, including the floor plan and justification letter. Any substantial

changes to the layout or function of the school must be reviewed through an application for a Change Plan to this Permit.

13. The maximum number of students on the premises shall not exceed 33 at any given time.
14. The Applicant shall secure applicable building permits, as required by Section 105 of the 2013 California Building Code, prior to the commencement of any work for which a permit is required.
15. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2013 California Building Code.
16. The Applicant shall include in the plans submitted for purposes of permit issuance a copy of these conditions of approval.
17. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
18. The Applicant shall comply with water quality requirements for general construction in City of Laguna Hills Ordinance 2003-12.
19. All construction shall comply with the 2013 California Building, Mechanical, Plumbing, and Electrical and Green Building Codes in regards to B occupancies.
20. The Applicant shall be responsible for site compliance with Chapter 11 of the 2013 California Building Code with regard to accessibility requirements.

PASSED, APPROVED, AND ADOPTED this 10th day of May, 2016.

BARBARA D. KOGERMAN, 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. PA2016- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 10th day of May, 2016, by the following vote:

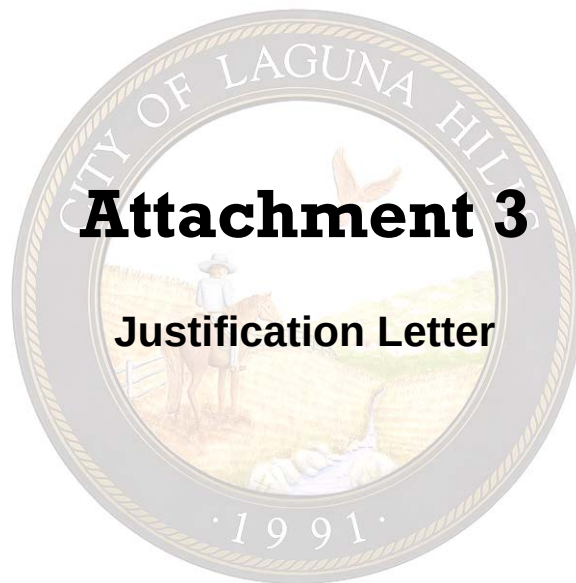
AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



Attachment 3

Justification Letter

**HowesWeiler
& Associates**

LAND USE PLANNING AND ENGINEERING

February 12, 2016

Ms. Katie Crockett
Assistant Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RECEIVED

FEB 16 2016
CITY OF LAGUNA HILLS

RE: Conditional Use Permit – Futures in Education (25201 Paseo de Alicia)

Dear Ms. Crockett:

Please accept this Justification Letter as part of the request for a Conditional Use Permit from Futures in Education for a proposed tutoring center to be located at 25201 Paseo de Alicia, Suite 250 in the City of Laguna Hills.

Futures in Education (also known as Halstrom Academy) is an educational program that offers an alternative to traditional public and private schooling. The company has been in operation for over 25 years, and the Corporate Office is located in Newport Beach. The company's educational model simulates that of a tutoring organization, as enrollees in grades 6th through 12th grade receive one-on-one instruction in a full curriculum of subjects.

The company is requesting a Conditional Use Permit for a tutoring center location at 25201 Paseo de Alicia, Suite 250, in the City of Laguna Hills. The subject site is zoned NMU (Neighborhood Mixed Use), and contains six parcels with separate ownership. The applicant is proposing to locate in the building on Parcel 1; a 34,392 square foot, two story building. This parcel also contains a parking lot that serves the building. Halstrom Academy will locate in Suite 250 (6,878 square feet) within the existing building, and no exterior architectural changes are proposed. The building is currently home to a number of businesses, including but not limited to, Saddleback Valley Educators Association, RRS Accounting Services, and Attention Learning Center.

Halstrom Academy differs from other tutoring centers as students create a personalized schedule to accommodate their optimum learning time. The facility will typically be open Monday through Thursday from 8:00 a.m. to 7:30 p.m., and Friday from 8:00 a.m. to 5:00 p.m. Individual appointments can be scheduled during this time. The facilities will also be open some evenings for parent presentations, and some Saturdays for Standard Testing preparation. The busiest hours for operation for Halstrom Academy's other facilities are between 10:00 a.m. and 2:00 p.m. when it is the most convenient for students and parents to arrive and depart. We believe that this is due to avoiding the typical increased traffic volumes outside of this time frame.

It is anticipated that a maximum of 8 students will be receiving one-on-one instruction at a given time at this Halstrom Academy branch. Students will receive instruction for one to two hours per day, one to two times a week. Each student has a 45-minute, one-on-one individualized instruction appointment for each lesson plan. This appointment is designed specifically to meet each student's unique needs and learning level. After each appointment, the student is assigned five hours of homework/preparation that is typically completed away from the facility. All students must demonstrate a minimum mastery level of 80% per assignment before moving on to the next assignment. If a student is not able to demonstrate this minimum mastery, the teacher will re-teach and reassign the material before moving on.

Before or after their scheduled instructional sessions, students are able to use the study rooms at the facility to complete homework assignments. It is anticipated that a maximum of 5 students not receiving individual instruction would be at the facility completing homework assignments at any given time. A staff member is present to answer any questions that students may have.

It is anticipated that 8 part time instructors will be hired to staff the facility along with 2 fulltime administrative personnel. Full time employees work 40 hours per week, and are responsible for the day-to-day educational operations. These employees also hold informational meetings at the facility, as well as at off-site locations. Part time employees work less than 40 hours per week, and have varied schedules that are established based on the instructional sessions that are scheduled for any given week.

The typical facility is comprised of a reception/check in area, multiple rooms for individual appointments, two rooms for study, student break room, and an employee break room. Restrooms are located on the same floor as the facility and the students will need a key in order to access the restroom. If a student needs to use the restroom, they will obtain a key from the receptionist, and then return the key when finished.

Halstrom Academy is very strict with their attendance policies in order to provide a safe learning environment for all students. Each student is required to check in/out at the front desk before entering and/or leaving the facility, and if a student is going to be absent for a scheduled appointment, the student or his/her parent must call the facility and leave a message for the student's instructor.

Students will not allowed be to congregate outside of the facility in the building's main lobby or hallways. With that said, Halstrom Academy does recognize the need for students to interact with one another, and two dedicated study areas have been provided within the suite. All school activities will take place within Suite 250, and existing and future tenants will not be impacted in any way.

The Halstrom Academy is consistent with the City of Laguna Hills General Plan. The General Plan land use designation for the subject site is Neighborhood Mixed Use and the educational organization is permitted with a conditional use permit. Halstrom Academy will be located in an existing office building, and the site is adequate in size and shape to accommodate Halstrom

Academy. The nature, condition, adjacent uses, buildings and structures have been considered and the proposed conditional use permit will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures. The property is accessed via existing roadways and drive aisles, adequate parking for the proposed use and all existing uses, is provided on the subject site, and no site improvements are required for the proposed use. All required development standards prescribed by the Laguna Hills Development Code can be achieved. Furthermore, the facilities and utilities needed to serve the proposed use are currently in place, as water, sewer, trash and phone/cable service are all available at the subject site.

The Halstrom Academy provides a premier learning environment to assist non-traditional students in furthering their educational needs. Halstrom Academy's one-on-one instructional techniques and flexibility, provides a service not currently available to students with schedules that do not conform to the standard public/private schooling practices. Alternative educational facilities like Halstrom Academy benefit the community as they allow all students to achieve their educational goals.

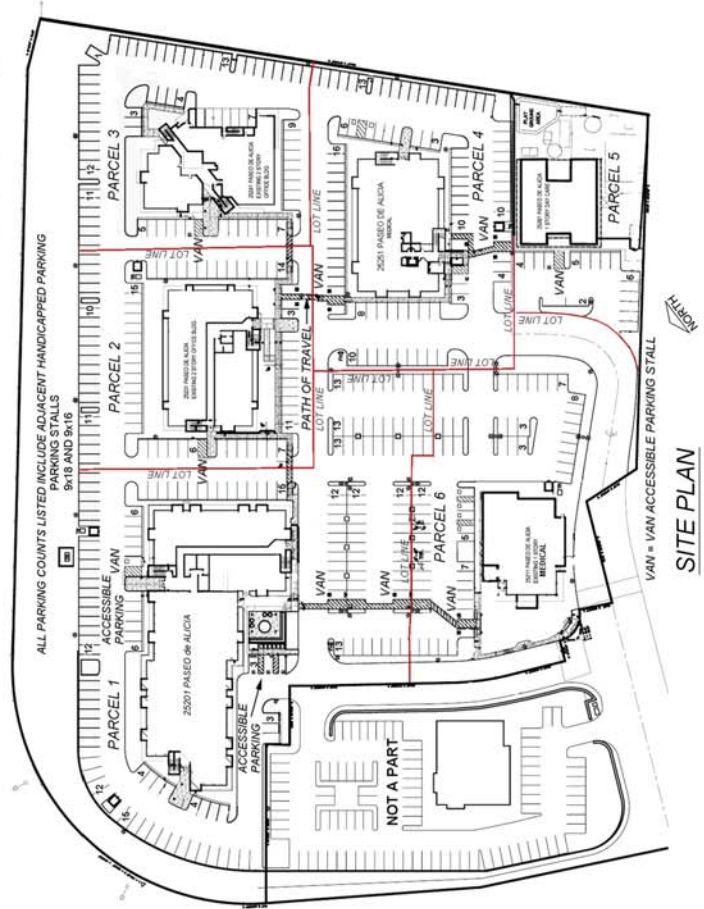
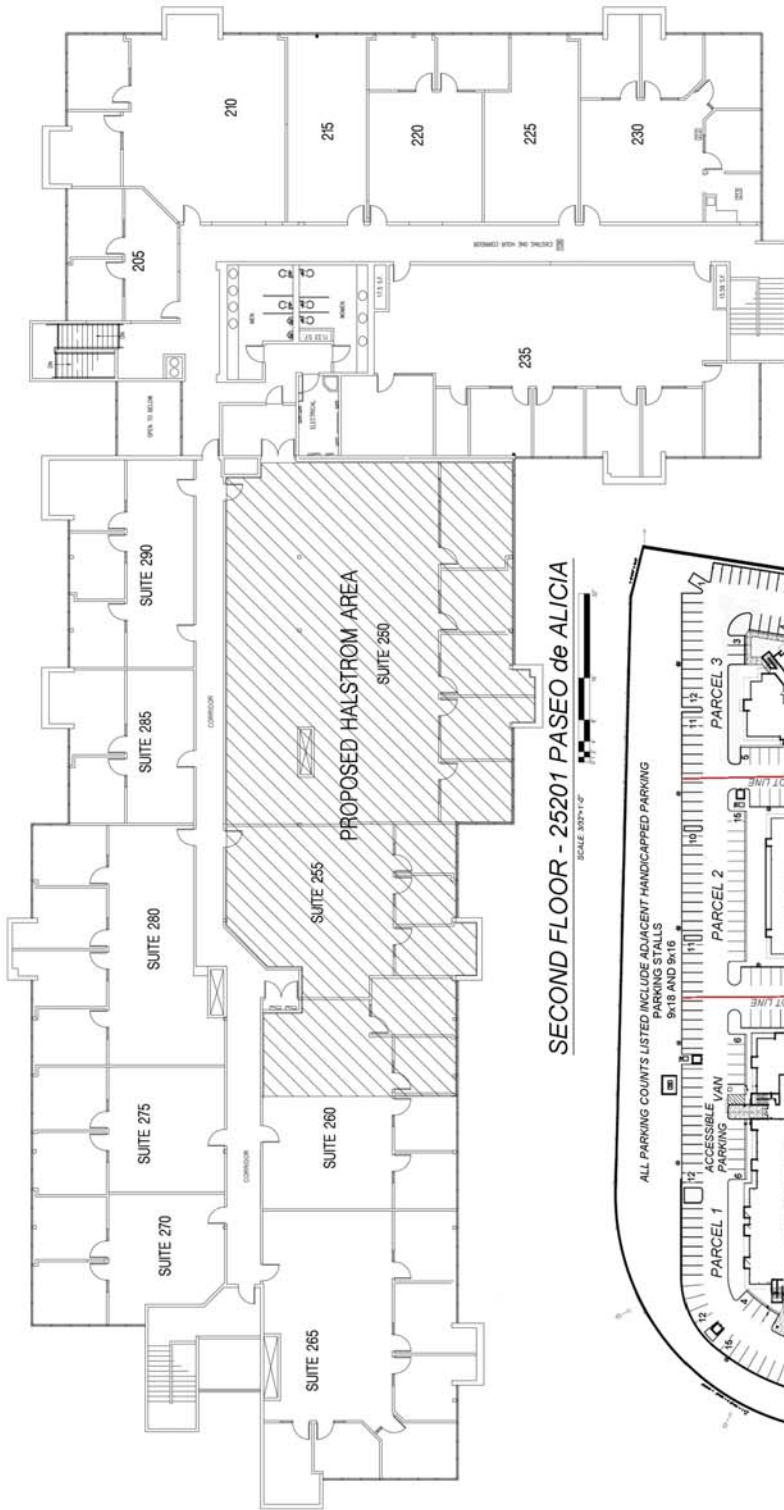
Thank you in advance for your time. If you have questions on the use, or the application package, please contact me at 760-929-2288, ext 409, or via email at mbilse@hwplanning.com.

Sincerely,



Mary Bilse
Senior Planner

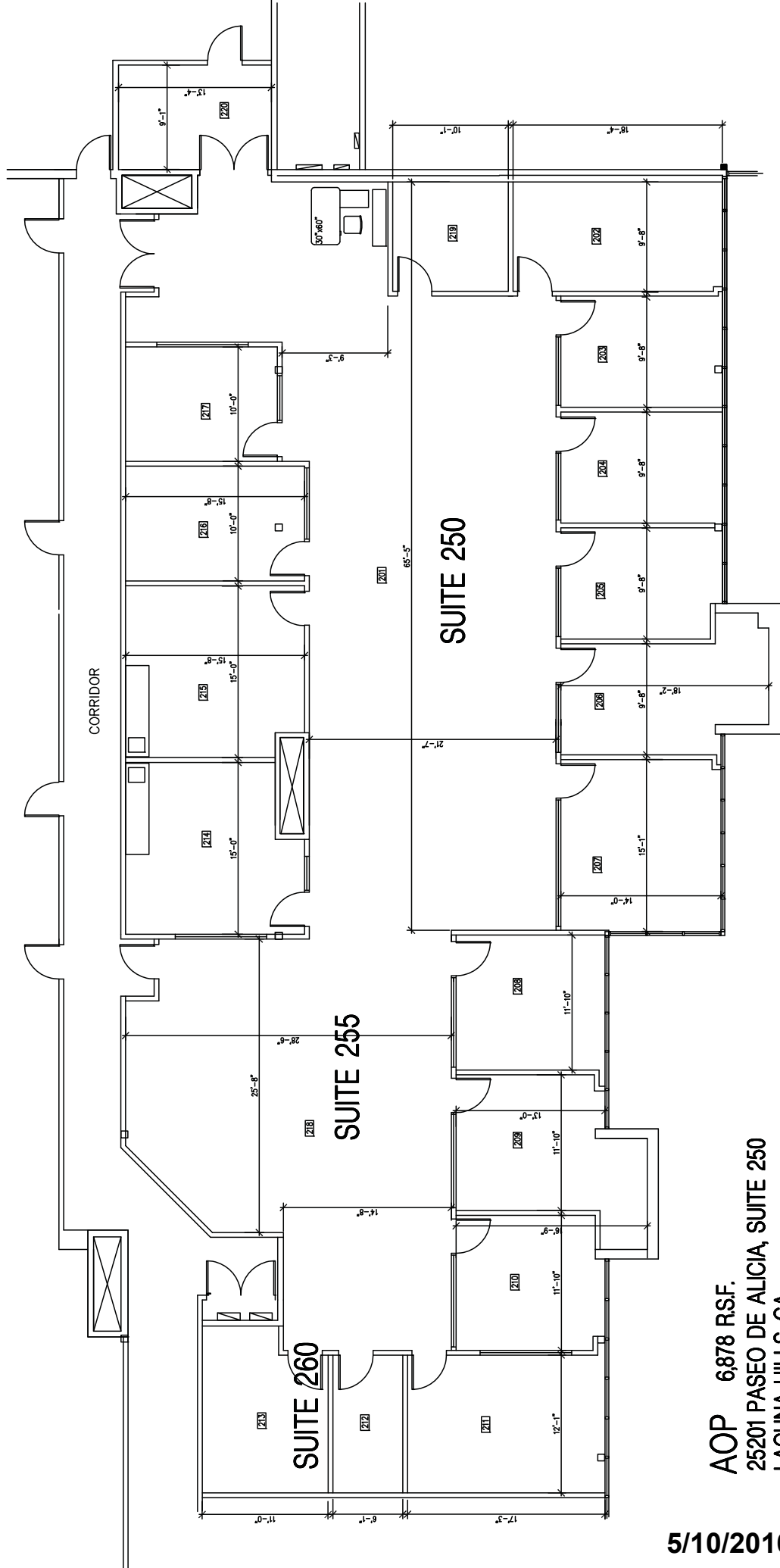




OWNER: DAVENPORT LAGUNA HILLS LLP
1400 QUAIL ST, SUITE 195
NEWPORT BEACH, CA 92660
949-720-8400
ANGELA BRAND

APPLICANT: FUTURES IN EDUCATION
1301 DOVE ST. SUITE 750
NEWPORT BEACH, CA 92660
412-298-5002
RAMONE DOURADO

ALICIA OFFICE PARK
25201 PASEO de ALICIA
LAGUNA HILLS, CA



AOP 6,878 R.S.F.
25201 PASEO DE ALICIA, SUITE 250
LAGUNA HILLS, CA 21-JAN-2016 J.N. 15040P1



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 10, 2016

TO: CHAIR AND AGENCY MEMBERS

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

ISSUE: CONDITIONAL USE PERMIT (CUP) NO. 3-16-3469, A REQUEST BY MEHDI MOTADI TO ESTABLISH AND OPERATE GOLDEN TOUCH, A VEHICLE BODY REPAIR AND PAINT BUSINESS, AT 22912 EL PACIFICO DRIVE (APN 588-061-16) IN THE MIXED USE (MXU) ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR CONDITIONAL USE PERMIT (CUP) NO. 3-16-3469; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-16-3469, A REQUEST BY MEHDI MOTADI TO ESTABLISH AND OPERATE GOLDEN TOUCH, A VEHICLE BODY REPAIR AND PAINT BUSINESS, AT 22912 EL PACIFICO DRIVE (APN 588-061-16) IN THE MIXED USE (MXU) ZONE."

SUMMARY:

Conditional Use Permit (CUP) No. 3-16-3469 is a request by Mehdi Motadi, (the "Applicant"), to establish and operate Golden Touch, a vehicle body repair and paint business, at 22912 El Pacifico Drive located in north Laguna Hills. The proposed business will locate in an existing single-tenant industrial building in the Mixed Use (MXU) zone. The Applicant proposes to add a paint booth to the interior of the building and to conduct vehicle body repair and paint work. In addition to the installation of the paint booth, the Applicant proposes minor building and site modifications. Although the operation of a paint booth includes potentially toxic air contaminants there are no concerns over air quality since the paint booth and its operations will be regulated by the South Coast Air Quality Management District (AQMD). Staff has included Conditions of Approval that will ensure that the vehicle body repair and paint business are not a detriment to the office or industrial properties and tenants surrounding the business.

Staff has reviewed the Development Code ("Code") requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has

determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety, and general welfare.

AUTHORITY:

In the MXU zone, vehicle body repair, paint, or restoration businesses require a CUP. (See, Laguna Hills Municipal Code (LHMC) Table 9-30.020 - Mixed Uses.) CUPs are used to evaluate uses that may have a moderate to high potential for adverse impact to adjacent or abutting uses, or to the surrounding community, due to operating characteristics. Approval of CUPs can allow a use, subject to conditions, to ensure compatibility between the requested use and existing uses. LHMC 9-92.030 grants the Planning Agency the Authority to review and Approve CUPs. LHMC 9-92.080(C) establishes the findings that are necessary to approve a CUP.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, location, and operation of the proposed business:

Project Location and Setting

The subject property is approximately 1.2 acres, located at the intersection of Moulton Parkway and El Pacifico Drive in the MXU zone. The property is improved with a +/- 17,846 square foot single-tenant industrial building with 38 surface parking spaces. All adjacent properties are also zoned MXU. Immediate contiguous uses to the north and south consist of single- and two-story office buildings, while uses to the east are single-story industrial buildings. Crossline Church is located to the west across the Moulton Parkway right-of-way. **Attachment 1** provides a vicinity map of the project site and the surrounding area. Other nearby uses include professional offices, service uses, mini-warehouse (Public Storage), and moving/truck rental companies.

Project Description

The Applicant currently operates a collision repair facility in Stanton and would like to open a similar facility in Laguna Hills. The hours for the proposed business are expected to be 7 a.m. to 8 p.m. during the week, with reduced hours on the weekend. The proposed vehicle body repair and paint business will be located within the existing industrial building (17,846 square feet). A paint booth (401 square feet) and mixing room (98 square feet) will be added to one of the open shop areas of the tenant space. All paint (max approximately 30 gallons) will be low VOC waterborne paint and will be stored in the mixing room. The paint booth is manufactured by a company that specializes in the production of this type of equipment. The booth meets all regulatory standards of the AQMD and Orange County Fire Authority (OCFA). The shop area where the vehicle body repair and painting will take place is accessible by a roll-up door at the front of the tenant space. The shop and storage areas make up a majority of the floor area, with the balance dedicated to lobby, office, and restroom areas.

In addition to the new paint booth, the Applicant proposes to add a façade tower feature (27 ft. tall) and water feature to the northwest corner of the building which is contiguous to Moulton Parkway and El Pacifico Drive. The façade element meets all development standards (height, setbacks, etc.) for the zone.

LHMC Section 9-40.230 sets forth specific provisions and requirements for vehicle repair and similar uses which help to ensure that auto uses function in a manner that is consistent with the City's property maintenance standards, water quality requirements, and are generally compatible with other commercial uses in the areas in which they are permitted. These requirements include that no storage of parts or other items are permitted outdoors, all repair work must be conducted within the tenant space, and hours of repair are limited. These conditions have been included in the Conditions of Approval for this project (**Conditions 13-16**).

Parking, Loading and Outdoor Storage

There are 38 on-site parking spaces. The LHMC parking requirement for all auto repair uses is two spaces plus one space per 500 square feet of gross floor area (less restrooms). The parking ratio for vehicle repair and vehicle body repair and paint uses is the same. Utilizing this ratio, the business is required to provide 37 parking spaces, leaving a surplus of one parking space on the subject site.

Staff notes the Applicant has confirmed that all vehicles being worked on will be stored inside the building and that no outdoor storage will take place in required parking areas, which is consistent with the requirements of the Code. Otherwise, the proposed use may not be able to satisfy the on-site parking requirements for the business. Vehicles driven to the site will be parked in the parking lot by the customer and will be immediately brought inside by an employee. Vehicles brought by truck will be unloaded on the subject site and not in the street. The Applicant has indicated that tow trucks will pull into the driveway and then back up to the vehicle roll-up door to unload.

Health and Safety

Due to the chemicals in paints that could be released into the air, potential impacts related to having a spray booth in the business were evaluated. Chemicals in paints can be harmful to air quality if not properly used. Therefore, the AQMD tightly regulates such paint booths in their manufacture, installation, and operation in order to ensure air quality is not affected by their operation. OCFA also regulates paint booth installation and operation to ensure there are no safety or fire hazards related to the paint or paint booth operation. Following consultation with the Building Division, OCFA, and AQMD, staff concluded that there is no potential for any health or safety impacts related to the spray booth. This type of paint booth is designed to be air tight with fans and filtration systems so that there are no air quality impacts related to their operations. The Applicant has already applied to AQMD for the required review and has received OCFA approval for the paint booth. **Conditions 17 and 22** have been added, which require the Applicant to comply with all AQMD and OCFA regulations, respectively, regarding the paint booth to

ensure operations do not have air quality or other safety impacts. Further, any tenant improvement work is regulated by the California Building Code and will be plan checked and inspected by the Building Division to ensure compliance (**Condition 18**).

CONCLUSION:

Based on the Applicant's description of the use and business operations, and plans submitted as part of its application materials, staff has concluded that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for a vehicle body repair and paint business. The addition of the paint booth is regulated by the AQMD, as well as OCFA, and the Applicant has already begun the AQMD process and received approvals from OCFA. Oversight and regulation by these agencies will ensure that surrounding businesses will not be affected by the proposed paint booth. Further, there are several standard conditions for auto repair uses (identified in LPMC Section 9-40.230) that have been included in the Resolution to ensure that the business is operating in a manner that allows it to blend within the context of the existing office and industrial environment surrounding the site.

PUBLIC COMMENT:

A total of 20 public hearing notices were mailed, including all property owners on parcels within a 300-foot radius of the subject property. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with 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 exemption). This exemption is applicable to the operation, permitting, or minor alteration to an existing facility involving negligible or no expansion.

FISCAL IMPACT:

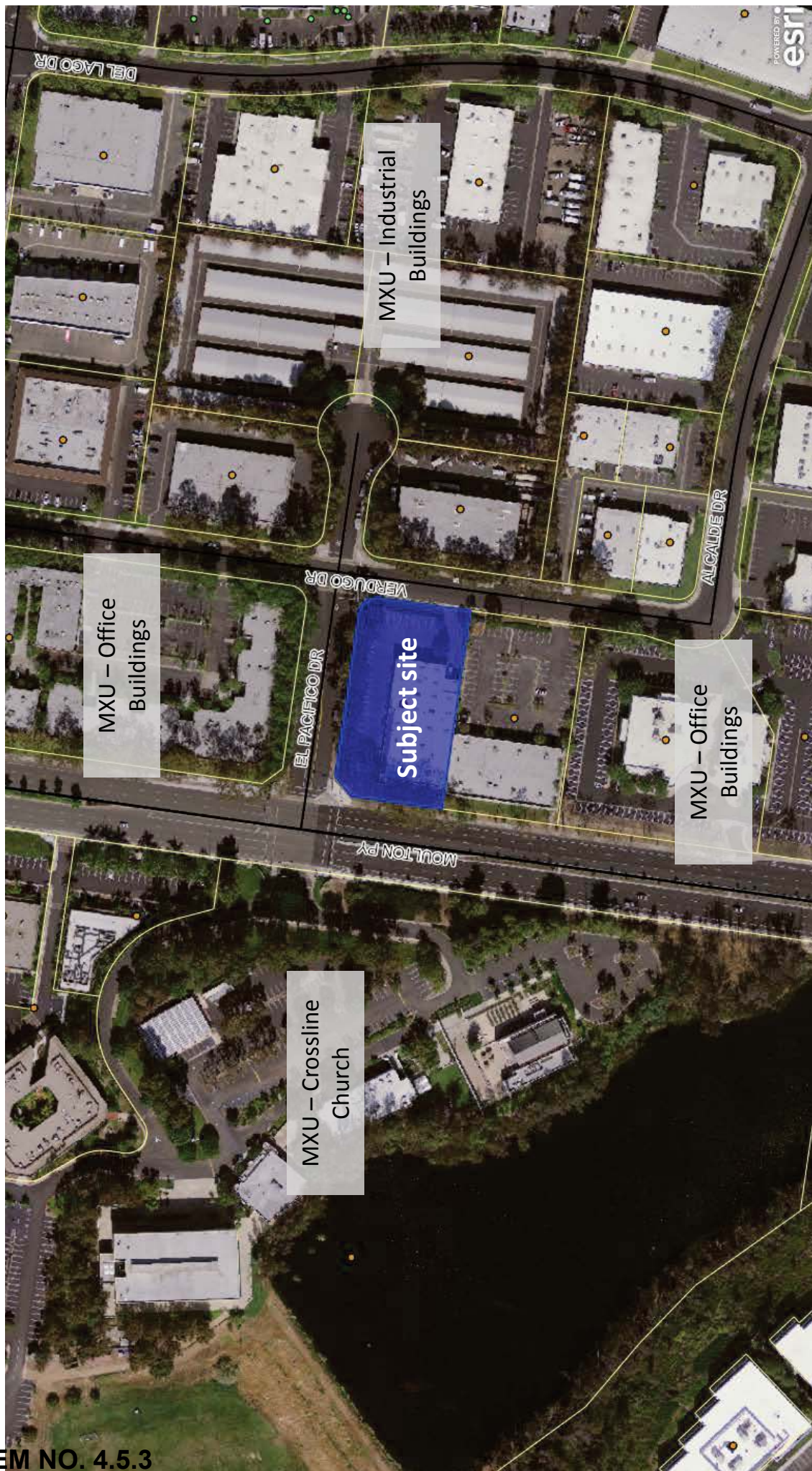
None

ATTACHMENTS:

- Attachment 1 – Vicinity Map
- Attachment 2 – Resolution of Approval
- Attachment 3 – Letter of Justification
- Attachment 4 – Plans



Attachment 1: Vicinity Map





RESOLUTION NO. PA2016-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 3-16-3469, A REQUEST BY MEHDI MOTADI TO ESTABLISH AND OPERATE GOLDEN TOUCH, A VEHICLE BODY REPAIR AND PAINT BUSINESS, AT 22912 EL PACIFICO DRIVE (APN 588-061-16) IN THE MIXED USE (MXU) ZONE

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

WHEREAS, Mehdi Motadi ("the Applicant"), the owner of Golden Touch, has filed an application for CUP No. 3-16-3469 to establish and operate a vehicle body repair and paint business at 22912 El Pacifico Drive in the MXU zone; and

WHEREAS, CUP No. 3-16-3469, is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (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 10, 2016.

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 No. 3-16-3469 have been met and made as follows:

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for the subject property is Mixed Use, which is intended to provide for areas where a variety of goods and services can be obtained in an overall planned environment, including industrial and manufacturing uses, auto-related uses, administrative and professional uses, and retail and restaurant uses. In fact, the Mixed Use designation allows the most industrial uses of any land use designation in the City. The subject property carries a zone designation of MXU which implements the property's Mixed Use General Plan land use designation. Vehicle body repair and paint uses are permitted in the MXU zone with a CUP.

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

The vehicle body repair and paint use will be located in an existing single-tenant industrial building. Surrounding uses include office, service, and other industrial type uses. The paint booth and vehicle body repair services will not negatively affect surrounding businesses or buildings. The South Coast Air Quality Management District (AQMD) regulates paint booths, ensuring there are no negative impacts to air quality from the chemicals contained in the vehicle paint. Further, staff has placed conditions on the project, which are standard for all vehicle repair and vehicle body repair businesses. Conditions include that all work must be conducted in the tenant space, and outdoor storage is prohibited. Further a condition of approval for this project requires that compliance with AQMD be maintained as long as vehicle painting is occurring and/or a paint booth is present at the facility. Given the industrial nature of the surrounding area and the application of conditions standard to these types of uses, the proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The subject tenant space is a 17,846 square foot single-tenant industrial building. Proposed interior tenant improvements consist of the addition of a vehicle spray painting booth and paint mixing room. A large portion of the interior space consists of warehouse area to be used for storage and vehicle shop areas. The Applicant has indicated that all vehicles will be stored within the subject tenant space. The proposed vehicle body repair and paint use will be accommodated entirely within the subject building. There is sufficient parking on the site to accommodate the uses. A minor façade enhancement including the addition of a fountain is proposed at the exterior of the building. The proposed modifications do not affect the availability of required parking, or affect the property's conformance with development standards. Conditions of approval have been added to ensure that the use is compatible with the surrounding uses and structures. Such conditions include that no storage (including vehicles under repair or awaiting pick up) is permitted outside the subject building, and that vehicles awaiting repair or pick-up cannot be parked on adjacent streets. Surrounding businesses include professional offices, Public Storage, and moving companies/truck rentals.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed business will be located in the MXU zone, which includes development standards for parking, landscape, building setbacks, height limits, and floor area ratio. The proposed modification of the use in the

subject tenant space does not affect any development standards prescribed by the Development Code. A minor façade enhancement including the addition of a fountain is proposed at the exterior of the building. The proposed modifications do not affect the availability of required parking, or affect the property's conformance with development standards.

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

Conditions placed upon this project are standard for vehicle repair uses and are intended to help maintain Laguna Hills' high property maintenance standards, ensure compatibility with adjacent or abutting uses, as well as protect the public health, safety, and welfare. Conditions require all work to be conducted within the tenant space, with no outdoor storage permitted. Further all tenant improvement work required to add the paint booth to the business is required to comply with the California Building Code, and the paint booth itself and operations thereof must comply with the requirements of the AQMD and Orange County Fire Authority (OCFA).

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 3-16-3469 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Mehdi Motadi, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall refer to the Conditional Use Permit, CUP No. 3-16-3469 approved pursuant to this Resolution.
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, 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. 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.
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 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.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from May 10, 2016.
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. The Applicant shall apply for a Certificate of Use and Occupancy prior to issuance of building permits for any improvements or commencement of the use, whichever occurs first.

12. The subject property shall be kept clean and clear of all trash and debris.
13. All repairing, painting, or servicing of motor vehicles, installation of parts and body repair work shall be conducted entirely within the interior of the building tenant space.
14. Outdoor storage of tires, vehicle parts, and fluids is strictly prohibited.
15. All vehicles awaiting repair, service, or pick-up shall be parked in the subject building and not in the public right-of-way.
16. Vehicle servicing, repair work, body repair and/or vehicle painting shall only be conducted between the hours of seven a.m. and eight p.m.
17. The Applicant shall ensure the paint booth and its operations are in compliance with all requirements of the South Coast Air Quality Management District (AQMD) at all times. AQMD approval is required prior to building permit issuance and must be maintained as long as the paint booth is present on the subject site.
18. The Applicant shall secure applicable building permits, as required by Section 105 of the 2013 California Building Code, prior to the commencement of any work for which a permit is required.
19. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2013 California Building Code.
20. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
21. The Applicant shall comply with water quality requirements for general construction in City of Laguna Hills Ordinance 2003-12.
22. The Applicant shall submit to OCFA a Special Equipment Plan, Chemical Classification Plan, and any other plans determined to be necessary by OCFA. OCFA approval of all required plan submittals is required prior to building permit issuance, unless otherwise noted by OCFA.
23. All construction shall comply with the 2013 California Building, Mechanical, Plumbing, and Electrical and Green Building Codes in regards to S1 occupancies.
24. The Applicant shall be responsible for site compliance with Chapter 11 of the 2013 California Building Code with regard to accessibility

requirements. This includes making updates to the site or tenant space, as required by the Building Code.

PASSED, APPROVED, AND ADOPTED this 10th day of May, 2016.

BARBARA D. KOGERMAN, 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. PA2016- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10th day of May, 2016, by the following vote:

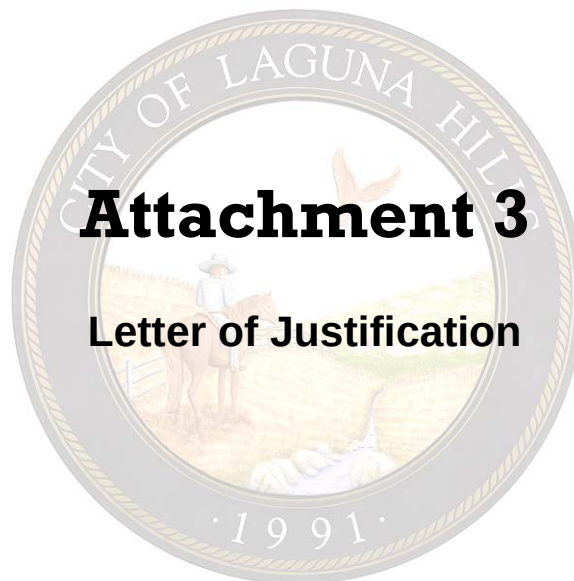
AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



Attachment 3

Letter of Justification

RECEIVED

APR 21 2016

CITY OF LAGUNA HILLS

City Of Laguna Hills : CUP 3469

Proposal of Intend:

The owner of Golden Touch Autobody is a resident of Laguna Hills and would like the opportunity to operate a Collision Repair facility location in Laguna Hills.

He currently operates a successful collision repair facility in the City of Stanton.

He has a 97% customer satisfaction rating at his current facility in Stanton.

Several insurance companies have approached him asking him to operate a facility in Laguna Hills.

His repair cycle time is faster than the allowed time required by the insurance carriers.

The intend is to complete the repair process in 10 days and to not store total damaged cars.

As a proud resident of Laguna Hills he would like to make this happen and operate a state of the art facility in Laguna Hills.

The intent is to use waterborne AQMD compliant based paint with low VOC. The storage of the paint will be in the fire protected mixing room and not exceed 30 gals of materials.

All work will be performed in the building and painting only in the spray booth.

All parking will be on the property in the required parking spaces.

Vehicles that come delivered on a tow truck will be unloaded at the rear rollup door. Tow trucks will pull in on Verdugo St and back up to the roll up door to unload.

Vehicles that are dropped off will be dropped off at the front of the building and immediately transferred to the inside of the building. No damaged vehicles will be left in the outside assigned parking places.

All cars will be stored inside the building.

No equipment will be added to the roof of the building. The exhaust duct will be below the existing parapet.

The rotary screw compressors will be inside the building to reduce noise. (67 dba)

Permits have been applied for : SCAQMD and OCFA

Sincerely

Rob Summers

Project Manager



Attachment 4

Plans



1	REVISION	DATE	BY
1	16-077	03/24/2016	RIL
2	16-077	03/24/2016	RIL
3	16-077	03/24/2016	RIL
4	16-077	03/24/2016	RIL
5	16-077	03/24/2016	RIL
6	16-077	03/24/2016	RIL
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98	16-077	03/24/2016	RIL
99	16-077	03/24/2016	RIL
100	16-077	03/24/2016	RIL

Description and Use

Door handles

Full-size door handles to main entry doors and main door. Handles is used to pull door open.

Door lock

Used to lock the bottom of the door when it is closed. This angle should be mounted to the floor with cement anchors.

Door latch

Latch is used to lock door in place when door is closed. Latch has a spring loaded cam that can be adjusted. Door should open and close easily when the latch is installed properly. Door opening from less than 15lbs.

Door closer

To be installed on the bottom of the main entry doors. Rubber is held in place with silver rubber hangers. Rubber seals the open space between the bottom of the doors and the floor.

Door hinge

Apply from top seat on all door jams including main doors and main access door.

Door weatherstripping

Weatherstripping is used to seal the bottom of the doors and main access door. Door must be sealed to the floor when door is closed.

Door weatherstripping

Used to seal the bottom of the doors and main access door. Door must be sealed to the floor when door is closed.

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Description and Use

Access doors

Access doors are 20" x 20" x 2" films designed to capture paint over spray. Filter should install with the green side toward to the interior of the spray booth and the white side to the inside of the filter bank.

Access doors

Access doors are 20" x 20" x 2" three-ply films designed to filter intake air from particulate matter. Filters install with green side to the interior of the booth and the white side to the incoming air.

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General Hardware Use and Location

Typical mounting location

Typical mounting location is on top of booth or fan panel. Use 5/16" nuts and bolts to mount fan to fan panel.

Motor

Motor is fan with supplied hardware. Fan box, motor and motor per supplied fan instructions.

Filter

Filters are mounted in cell, green (air handling) side goes to interior of booth. Access filters are mounted in cell with green side to the interior of the booth. Fan is driven from the green side toward the interior and carry a grid to hold the filter in place. Each exhaust cell thus takes 2 grids and one filter per cell.

General Hardware Use and Location

Light door latch

Mounts on main doors keep doors closed.

Motor

Mounts on motor as a fixed unit or with taper lock bearing.

Motor

Mounts on motor as a fixed unit or with taper lock bearing.

Motor

Mounts on motor as a fixed unit or with taper lock bearing.

Motor

Mounts on motor as a fixed unit or with taper lock bearing.

Motor

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Motor

Mounts on motor as a fixed unit or with taper lock bearing.

Motor

Mounts on motor as a fixed unit or with taper lock bearing.

Motor

DESIGN & PROFESSIONAL ENGINEERING SERVICES

EJD ENGINEERING INC.

Ernest J. De Leon, P.E.

14726 Ramona Ave (410-WJ)

Chino, CA 91710

Office: 909.517.2451

Fax: 817.795.9778

Email: EJD@EJDengineering.com

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SHEET DESCRIPTION:

MANUFACTURER'S SPECIFICATIONS

GOLDEN TOUCH AUTO CENTER

22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653

CLIENT:

DRAWN BY:

APRIL 26, 2016

REVISION STATUS:

NO. 01758	DATE 04/26/16	BY CML	DESCRIPTION
1	04/26/16	CORRECT WORK	1
2	04/26/16	ADD COMMENTS CORRECT WORK	2
3	04/26/16	DATE	3

PROJECT NO.:

16-073

DRAWN BY:

R

DATE:

03/24/2016

PROJECT DESCRIPTION & ADDRESS:

SPRAY BOOTH
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653

ITEM NO. 4.5.3

T1.2

2016

COMMON NAME		CHEMICAL NAME	SYN	CAS #	FORM	QUANT. STORED	QUANT. IN USE (Chem. Churn)	LOCATION (Storage & Use)	HAZ. CLASSIFICATION	JUSTIFICATION
1720 B	Isopropyl	67-63-0	L	2	1 Gal	Mixing Room	11-A	OCFA Database		

Company Name: Golden Touch Auto Center Page 1 of 1
22913 El Pacifico Dr Laguna Hills Ca 92653
 Fax: (408)

[illegible]

Company Name: Golden Touch Auto Center Page 1 of 1
22912 El Pacifico Dr Laguna Hills, CA 92653

VEHICLE MAKE OWNER NEP 260	VIN - SUCC		CHEMICAL CLASSIFICATION FORM						HAZ. CLASSES	JUSTIFICATION
	CHEMICAL NAME	% CONC.	CASE	FORM	QUANT. STORED	QUANT. IN THE OTHER CLASS	LOCATION (Storage & Use)			
	Acetylene Gasoline	0.5 -1	132-8 -21	L	2 gal	2 gal	Shipping Room	F-L -1A	OSHA Lab. B30	
"	BAP	0.5 -1	85-58 -7	"	"	"	"	"	"	
"	Carbon black Respirable	0.1 -1	132-8 -21	"	"	"	"	"	"	
"	Crystalline Silica Respirable (in containers)	0.1 -1	4480X -40	"	"	"	"	"	"	
"		"	"	"	"	"	"	"	"	
"	1,2-dibenzyl benzene	0.1 -1	9-65 -6	"	"	"	"	"	"	
"	xylene	0.1 -1	1330 -20-7	"	"	"	"	"	"	

Company Name: Golden Touch Auto Care Mixing Room Storage
 Company Address: 22912 El Pacifico Dr
Logan Hills CA 92659
 Rev. 01/11 Page 2 of 2
Inside Storage

A

T1.5

EJD ENGINEERING INC.
 Ernest J. De Leon, P.E.
 14726 Harmona Ave (410-W1)
 Chino, CA 91710
 Office: 909.517.2451
 Fax: 677.959.9778
Ernest@EJDengineering.com

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 OF EJD ENGINEERING, INC.

STAFF DESCRIPTION:

MSDS SUMMARY
SHEETS

GOLDEN TOUCH AUTO CENTER
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653

REVISION STATUS	
2	03/24/16 GIP HAIN CHECK #2
1	03/24/16 GIP HAIN CORRECTION
REV.	DATE DESCRIPTION
PROJECT NO: 16-077	
DRAWN BY: RIL	
DATE: 03/24/2016	
PROJECT LOCATION & ADDRESS:	
SPRAY BOOTH 22912 EL PACIFICO DR. LAGUNA HILLS, CA 92655	

EJD
ENGINEERING
Ernest J. De Leon, P.E.
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ANY MEANS, ELECTRONIC OR MECHANICAL,
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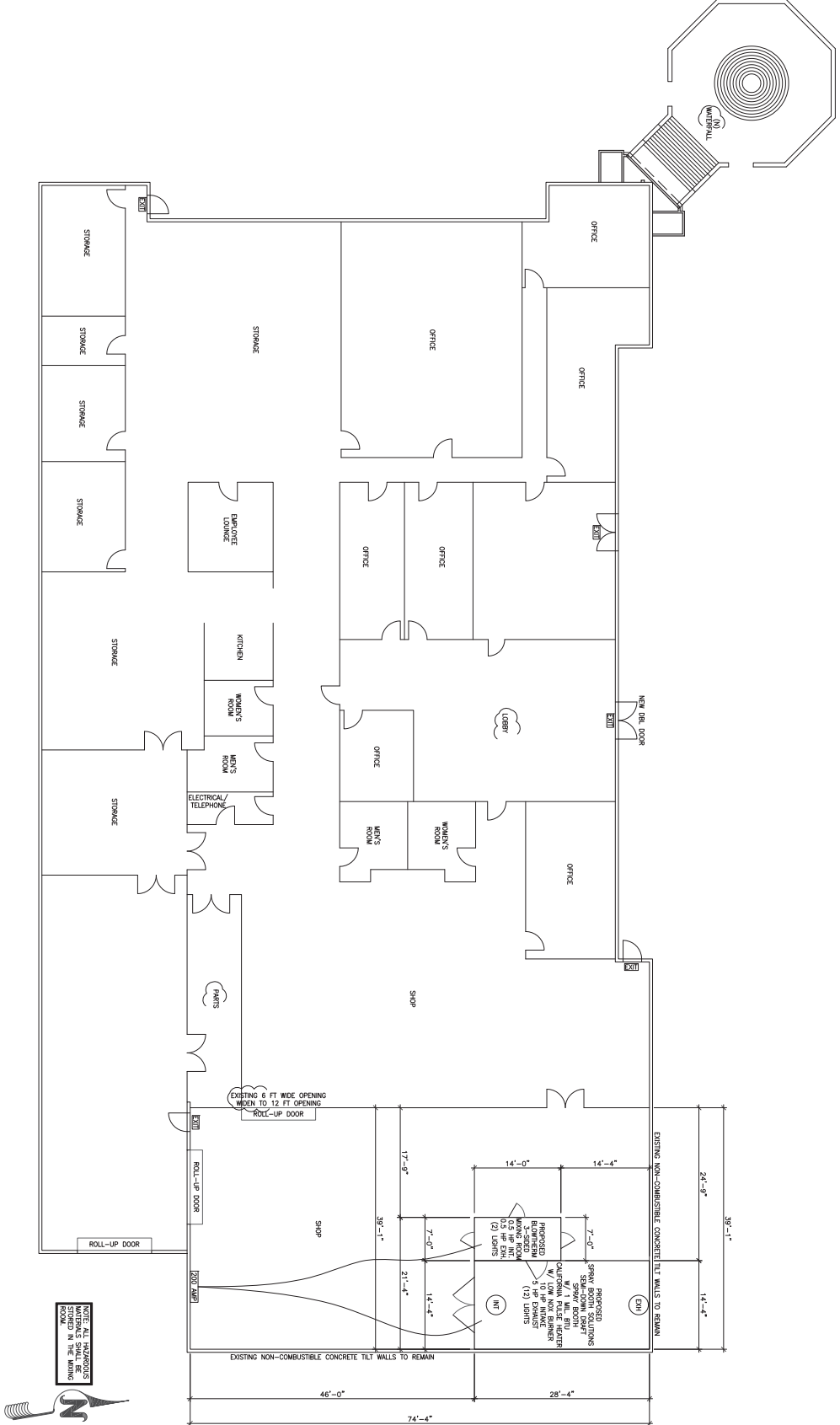
SHEET DESCRIPTION:

FLOOR PLAN

GOLDEN TOUCH AUTO CENTER
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653



REVISION STATUS:	
NO.	DATE
1	03/24/2016
APRIL 26, 2016	
PROJECT NO:	
16-077	
DRAWN BY:	
RIL	
DATE:	
03/24/2016	
PROJECT DESCRIPTION & ADDRESS:	
SPRAY BOOTH	
22912 EL PACIFICO DR.	
LAGUNA HILLS, CA 92653	



FLOOR PLAN
SCALE: 1/8"=1'-0"
A

EJD
ENGINEERING INC.
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EJD ENGINEERING, INC.

SHEET DESCRIPTION:

ROOF PLAN

CLIENT:
GOLDEN TOUCH AUTO CENTER
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653



APRIL 26, 2016

REVISION STATUS:

NO.	DATE	DESCRIPTION
1	03/24/2016	16-07-01
2	04/26/2016	16-07-02
3	05/10/2016	16-07-03

PROJECT NO: 16-07-01

DATE: 03/24/2016

DRAWN BY: R. J. De Leon

PROJECT DESCRIPTION & ADDRESS:

SPRAY BOOTH
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653

SHEET

A3



APRIL 26, 2016

REVISIONS/NOTATIONS:		
2	04/29/16	CUP PLAN CHECK #2
1	04/15/16	CUP-3-16-3469 COMMENTS/CORRECTIONS
REV.	DATE	DESCRIPTION

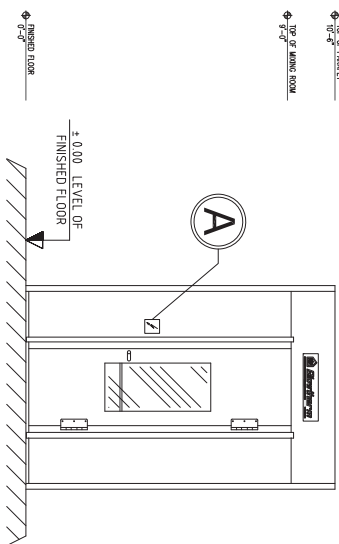
MIXING ROOM:

1. CAULKING - 100% SILICONE

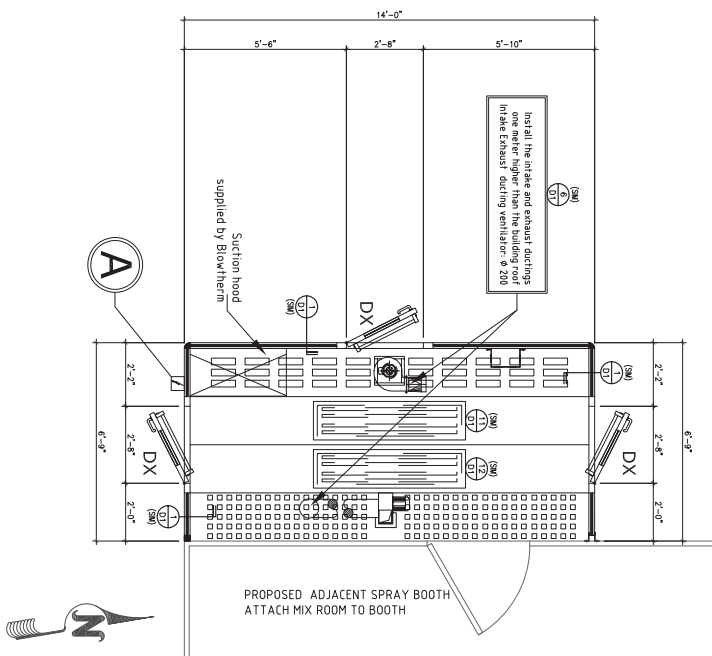
1. CALCULING - 100% SILICONE, PERMANENTLY FLEXIBLE, WILL NOT SHRINK OR CRACK, SUPERIOR ADHESION, LOW DOOR, EXTERIOR DOOR INTERIOR, LIQUIDTIGHT, MILDEW RESISTANT.
2. PAINT WILL BE HAND CARRIED TO SPRAY BOOTHS.
3. THE MAIN MIXING ROOM IS DESIGNED AND IS TO BE INSTALLED IN ACCORDANCE WITH NFPA 33, 101, AND 70. ALL REQUIREMENTS OF CHAPTER 8 OF THE NFPA 33 SHALL BE SATISFIED.

A

Power control panel
Motors: 120/260 - K= 0.18 - 119 A
Min.Cir.Ampacity: 11.9 - 25.1 = 11.9 FLA
Light: 120/2/60 - K= 0.128 - 0.94 A
Min.Cir.Ampacity: 0.94 - 1.51 = 1.51 FLA
To install on the specify support
supplied by Biotherm



SCALE : 1/2"=1'-0"



SCALE : 1/2"=1'-0"

Ernest J. De Leon, P.E.
14736 Ramona Ave./4

14726 Ramona Ave (410-W1)
Chino, CA 91710
Office: 909.517.2451
Fax: 877.795.9778
Ernest@EJDEngineering.com

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MIXING ROOM
PLAN

GOLDEN TOUCH AUTO CENTER
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653

PROJECT DESCRIPTION & ADDRESS:
SPRAY BOOTH
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653

SB2
SHEET

5/10/2016 ITEM NO. 4.5.3

Ernest J. De Leon, P.E.
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SHEET DESCRIPTION:

HEATER SHOP DRAWING

GOLDEN TOUCH AUTO CENTER
22912 EL PACIFICO DRIVE
LAGUNA HILLS, CA 92653

CLIENT:



APRIL 26, 2016

REVISION STATUS:	
REV.	DATE DESCRIPTION
2	04/25/16 CUP PLAN CHECK #2
1	04/15/16 CUP-2-16-3469 COMMENTS/CORRECTIONS

03/24/2016

SPRAY BOOTH
22912 EL PACIFICO DR.
LAGUNA HILLS, CA 92653

SHEET

SBW



FEATURES AND OPTIONS

- POWERED BURNER- STANDARD
- TRULY VARIABLE AIR FLOW - STANDARD
- SINGLE POINT CONNECTION - STANDARD
- EXHAUST VFD FUSED AND WIRED - STANDARD
- HOUR METER - STANDARD
- TROUBLE SHOOTING MESSAGES - STANDARD
- DISPLAY SHOWS CYCLE TIME AND ELAPSED TIME - STANDARD
- FULLY INTEGRATED PREP MODE - OPTION
- FULLY INTEGRATED FLASH OFF MODE - OPTION
- INTERLOCK STATUS INDICATOR LIGHTS - OPTION
- UMBILICAL CORD - OPTION
- 100:1 TURN DOWN RATIO

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RAMMSTEIN AIR
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WWW.RAMMSTEINAIR.COM



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- VARIOUS TECHNOLOGY = EFFICIENCY
- POWERED BURNER = EFFICIENCY
- DIRECT FIRED = EFFICIENCY
- EASY-TO-USE CONTROLS



Intertek

[illegible][illegible]

SHEET DESCRIPTION:

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SHEET

ELECTRICAL:

IF SPRAY APPLICATION OR PREPARATION ARE CONDUCTED WITH

- LOCATIONS SHALL BE LISTED FOR THAT LOCATION.

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SHEET DESCRIPTION:

5/10/2016 ITEM NO. 4.5.3

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City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: PUBLIC HEARING ON 2016 WEED, RUBBISH, AND REFUSE ABATEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING, RECEIVE AND CONSIDER ALL OBJECTIONS; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND."

SUMMARY:

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

BACKGROUND:

On April 12, 2016, the City Council adopted Resolution No. 2016-04-12-1, thereby commencing the Weed Abatement Program for 2016 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 2016 Weed Abatement List, as submitted on April 12, 2016, 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. 2016-04-12-1 commenced the 2016 Weed Abatement Program by declaring the weeds, rubbish, refuse, and/or dirt on parcels identified in the 2016 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 2016 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 13, 2016, 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 2016 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 13, 2016 mailed notice, affected property owners have been given until May 31, 2016, 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 10, 2016, at 7:00 p.m., or as soon thereafter as possible.

The City Council is requested to open the Public Hearing, receive public testimony, and adopt a Resolution allowing or overruling any objections, authorizing the Director of Public Services/City Engineer to abate and remove the weeds, rubbish, refuse, and/or dirt on the parcels identified and described on the 2016 Weed Abatement List, and report in writing to the City Council on July 12, 2016, 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 12, 2016. Pursuant to the State law, upon issuance of the abatement order through the adoption of the attached Resolution, the City Council acquires jurisdiction to proceed and perform the work of removal.

FISCAL IMPACT:

The 2015-2016 Fiscal Year Budget for the Annual Weed Abatement Program is \$42,000. 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. 2016-05-10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND

WHEREAS, on April 12, 2016, the City Council adopted Resolution No. 2016-04-12-1, thereby commencing the Weed Abatement Program for 2016 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 2016 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. 2016-04-12-1 commenced the 2016 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2016 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 2016 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 13, 2016, 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, 2016, 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 10, 2016; and,

WHEREAS, during the May 10, 2016, 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 2016 Weed Abatement List.

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

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

SECTION 2. Pursuant to Government Code Section 39560 *et seq.*, the City Council hereby issues an abatement order and authorizes the Director of Public Services/City Engineer to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2016 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 2016 Weed Abatement List. Such assessments against the respective parcels of land shall constitute a lien.

SECTION 5. The Director of Public Services/City Engineer shall keep an account of the cost of abatement on each separate parcel of land where removal work is performed and shall submit to the City Council for confirmation an itemized written report showing such abatement costs. Pursuant to Government Code section 39575, a copy of the report shall be posted for at least three (3) days prior to its submission to the City Council on or near the City Council Chamber doors, with a notice of the time of submission. Pursuant to Government Code section 39576, such report shall be submitted to the City Council on July 12, 2016, 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 10th day of May 2016.

BARBARA KOGERMAN, 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.
_____ adopted by the City Council of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 10th day of May 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171, STATUS
REPORT**

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO EITHER:

- (1) PROCEED WITH THE ENTIRE LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171, INCLUDING THE ACQUISITION OF RIGHT-OF-WAY AND A FUTURE BUDGET AMENDMENT; OR**
 - (2) DEFER RIGHT-OF-WAY ACQUISITION AND SEEK APPROVAL FROM THE STATE OF CALIFORNIA ACTIVE TRANSPORTATION PROGRAM FOR ADDITIONAL FUNDING AND/OR A RESCOPING OF THE PROJECT TO ONLY WIDEN THE NORTHERLY LA PAZ ROAD SIDEWALK; OR**
 - (3) CANCEL THE RIGHT-OF-WAY ACQUISITION AND PROJECT CONSTRUCTION UPON COMPLETION OF THE DESIGN WORK AND DEFER THE PROJECT FOR FUTURE FUNDING OPPORTUNITIES.**
-

SUMMARY:

The La Paz Road Sidewalk Widening Project has reached a critical decision point and, based upon the 90% level of design plans, the construction costs and anticipated right-of-way acquisition costs are now better understood. The construction cost estimate and right-of-way acquisition costs are substantially higher than the project budget in the Capital Improvement Program. This report provides the City Council the opportunity to confirm the project should be implemented and right-of-way acquired as envisioned in the Capital Improvement Program or to take other actions to modify or cancel the project due to funding limitations.

BACKGROUND:

The La Paz Road Sidewalk Widening Project, CIP No. 171, seeks to expand the existing sidewalk in the vicinity of Valencia Elementary School from the existing four-foot width to

an arterial highway standard eight-foot width to better accommodate pedestrians and specifically facilitate access for elementary school aged pedestrians. The project limits are: (1) on the northerly side of La Paz Road from Paseo de Valencia to Grissom Road; and (2) on the southerly side of La Paz Road from Paseo de Valencia to a point just westerly of Champlain Road.

The project requires the construction of downslope retaining walls on the northerly side of La Paz Road (within the residential properties below La Paz Road street level) and a free-standing six-foot residential property wall using a stucco finish to match the existing subdivision walls. The project requires the construction of an upslope retaining wall on the southerly side of La Paz Road, adjacent to Valencia Elementary School, utilizing a colored stone wall form liner with pilasters and precast concrete caps as has been utilized in other City projects. The elementary school has requested that an existing staircase that will be impacted by the retaining wall be restored as a part of the project. In addition to the sidewalk widening work, tree wells will be provided at 50' intervals and access ramps will be replaced at three corners.

The project plans are now 90% complete and an updated construction cost estimate has been provided. In addition, the appraisal work for the acquisition of right-of-way is in process and estimated costs for property purchases/acquisition are also available. The construction cost estimate and right-of-way acquisition costs are substantially higher than the project budget contained in the current Capital Improvement Program. The anticipated project costs are discussed in detail in the Fiscal Impact section below.

The project limits on the northerly side of La Paz Road necessarily requires right-of-way acquisition of an approximate width of four and one-half feet and a variable width temporary construction easement from each of four private residential properties. All four property owners have been advised about the project and appraisal work is underway for the potential preparation of purchase offers for these property areas. If approved by the City Council, the appraisal work will lead to offers of just compensation to each property owner for both the right-of-way easement for the sidewalk widening and the temporary construction easement for the construction work area. An offer of just compensation is made in accordance with the fair market value of the property plus any impacts to existing private improvements and other pertinent factors considered by the appraiser. Based upon recent informal outreach with the property owners about the project, staff has reasonable assurance that all four residential property owners are generally supportive of the project.

The voluntary acquisition of the right-of-way from the residential properties described above cannot be discussed with the property owners until an appraisal is completed and a formal "Offer to Purchase" is presented to each property owner in accordance with a formal legal process. If one or more property owners decide to oppose the voluntary purchase of the property, the City Council has the authority to acquire the right-of-way for public purposes with just compensation in accordance with the processes authorized by

the State Code of Civil Procedure. Such an action would require a four-fifths vote of the City Council and would include the payment of just compensation to the property owner. As a part of this report, the City Council is requested to formally approve the initiation of the right-of-way process including proceeding with an appraisal and subsequent offer of the appraised value.

The project limits on the southerly side of La Paz Road necessarily requires right-of-way acquisition for the widening of the sidewalk and construction of a retaining wall within a slope area outside of the active school grounds of Valencia Elementary School from the Saddleback Valley Unified School District. Based upon informal discussions, the District has indicated full support for the project. The District has also advised staff that they will require the right-of-way be purchased at fair market value. Appraisal work for the right-of-way acquisition and a temporary construction easement for this work area are also in process.

Prior to issuing to each property owner a formal Offer to Purchase the needed property interests, the City Council is requested to confirm the project should proceed as envisioned in the Capital Improvement Program.

The City Council has the following options for this project:

- 1) Proceed with the project as planned, authorize the beginning of the acquisition process, including appraising and making an offer to acquire needed property interests, and adjust the Capital Improvement Program Budget as needed. Please see the Fiscal Impact section below for a further discussion of the Budget.
- 2) Defer right-of-way acquisition and seek additional funding from the State Active Transportation Program and/or permission to re-scope the project by deleting either the northerly or southerly side of the project to better align the project budget with the Capital Improvement Program Budget. It is unknown if the State will approve a change in the scope of this project as the benefit of the downsized project must still be demonstrated to meet the intent of the original project. If this option is selected, it is the staff recommendation to pursue only the widening of the La Paz Road northerly side sidewalk widening.
- 3) Cancel the project at the completion of the design drawings phase and decline the project grant funds. Seek new funding in the future. It is unknown if this project will compete well or garner new grant funding in the future from the Active Transportation Program.

The project grant originally required the construction contract for this project to be entered into by June 30, 2016. Staff has requested the State grant a one-year time extension for this timeframe due to the time necessary to acquire the right-of-way for the project. This matter will be decided by the California Transportation Commission on June 29, 2016. It is

staff's expectation that this time extension will be granted as a routine matter of the Commission.

FISCAL IMPACT:

The Capital Improvement Program Budget for the La Paz Road Sidewalk Widening Project, CIP No. 171, is included in the current budget cycle in the total amount of \$565,000 (comprising \$478,000 of grant funds and \$87,000 of General Funds). The funds are separated into: (1) design and right-of-way acquisition in Fiscal Year 2015/2016; and (2) construction in Fiscal Year 2016/2017. The budget and current cost estimates of these values are as follows:

<u>Line Item</u>	<u>Design and R/W</u>	<u>Construction</u>	<u>Total</u>
Budget	\$175,000	\$390,000	\$565,000
Current Cost Estimate	<u>\$329,000</u>	<u>\$1,086,000</u>	<u>\$1,415,000</u>
Difference	(\$154,000)	(\$696,000)	(\$850,000)

If the City Council desires to implement the sidewalk widening project as envisioned in the Capital Improvement Program, it will be necessary to allocate up to \$850,000 of additional funding to the project, depending upon final right-of-way acquisition costs and construction bid results. It is also noted that a contested right-of-way acquisition, if this were to materialize, can greatly increase the cost of the right-of-way acquisition process. The funding for this approach can potentially be provided by CARITS Funds.

As a standalone project, the full design cost plus estimated right-of-way acquisition and construction costs for only the La Paz Road northerly side sidewalk widening is estimated to be \$591,000. This standalone project, if this project re-scoping were approved by the State, would require an additional budget allocation of approximately \$26,000. Under this approach, the southerly side sidewalk widening would not be constructed.

As a standalone project, the full design cost plus estimated right-of-way acquisition and construction costs for only the La Paz Road southerly side sidewalk widening is estimated to be \$925,000. This standalone project, if this project re-scoping were approved by the State, would require an additional budget allocation of \$360,000. Under this approach, the northerly side sidewalk widening would not be constructed.

If the project right-of-way acquisition and construction phase is cancelled and deferred for future funding, the budget may have to absorb the full cost of the design and real property work in the amount of approximately \$101,000.

CEQA FINDINGS:

City Council has previously adopted a Categorical Exemption for this project in accordance with the following CEQA Guidelines: Section 15301, Class 1, "Existing Facilities;" Section 15302, Class 2, "Replacement or Reconstruction;" Section 15303, Class 3, "New Construction;" Section 15304, Class 4, "Minor Alterations to Land;" and Section 15305, Class 5, "Minor Alterations in Land Use Limitations."



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 10, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DON SEDGWICK
MAYOR PRO TEMPORE**

**ISSUE: ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION REQUEST
FOR FUNDING SUPPORT**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE DONATION OF
\$5,000 TO THE ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION.**

SUMMARY:

In an effort to reduce drowning fatalities and incidents throughout the County, the Orange County Task Force on Drowning Prevention is launching a new media campaign in spring 2016, which aims to increase public awareness of drowning incidents and enhance current drowning prevention education and programs. I would like to ask the City Council to consider donating \$5,000 to support the significant and potentially life-saving efforts of the task force.

BACKGROUND:

In August 2015, the Orange County Task Force on Drowning Prevention was formed in response to numerous deaths and injuries related to drowning incidents in Orange County. Primarily, the task force is concerned with heightening public awareness pertaining to local drowning incidents and enhancing current drowning prevention education and programs.

Drowning consistently remains the leading cause of death for children under five years of age and among the five leading causes of death for those under the age of 18 in Orange County. In 2015, the Orange County Fire Authority (OCFA) reported 118 incidents of drowning of which 42% resulted in death. However, drowning incidents occur across the age spectrum with older adults being most at risk for drowning fatalities. Numerous survivors of non-fatal drowning incidents suffer long-term brain injury or other serious medical complications.

As a result of the many deaths and serious injuries related to drowning incidents, the Orange County Task Force on Drowning Prevention is launching a new countywide media campaign in spring 2016 and is requesting funding support from agencies throughout the County. The Orange County Sheriff's Department, OCFA, and City of Irvine have each committed \$25,000 to the cause. Also contributing funds in the amount of \$5,000 each are the cities of Buena Park, Dana Point, Mission Viejo, Santa Ana, Seal Beach, Tustin, and Yorba Linda.

FISCAL IMPACT:

The requested donation amount of \$5,000 could be allocated from the General Fund.

ATTACHMENTS:

- Orange County Task Force on Drowning Prevention Request for Funding Support



ORANGE COUNTY TASK FORCE ON DROWNING PREVENTION

2016 Drowning Prevention Campaign

Request for Funding Support

Help us prevent future tragedies

We Need Your Help

The County of Orange, through its Health Care Agency (HCA), is committing up to \$250,000 in matching funds from current budgeted resources to leverage community contributions to support a collaborative drowning prevention media campaign developed in partnership with the Orange County Task Force on Drowning Prevention. The Orange County Fire Authority (OCFA), Orange County Sheriff's Department, and City of Irvine has each committed \$25,000 to this important cause. HCA will utilize all funds to directly purchase campaign development services, media placements, printing, collateral materials, and other related services and products.

The Need

Drowning is the leading cause of death for children ages one-to-four and among the five leading causes of death for those under the age of 18 in Orange County. According to the OCFA there were 118 incidents of drowning reported in calendar year 2015, of which 50 resulted in death. These incidents happen across the age spectrum with nonfatal incidents more common among children and fatal incidents more common among adults, particularly older adults. Fatal and nonfatal incidents are tragic for all involved.

The Campaign

The Task Force is launching a new countywide media campaign in spring 2016. Based on local data, the campaign will have two targets: parents and caregivers of children ages four and under and adults 50 years and older. The purpose of this initial campaign is awareness building with a focus on swimming pool/spa safety where more than 60% of the incidents in 2015 took place. The primary message will focus on not swimming alone, which includes ensuring proper supervision of young children. This messaging is based on recommendations from the American Red Cross and the American Academy of Pediatrics.

To make a contribution please contact the OC Task Force on Drowning Prevention Secretary, Alexa Pratt at alexapratt@ocfa.org or (714) 573-6258.

