



## CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

### REGULAR MEETING AGENDA Tuesday, May 9, 2023 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Dave Wheeler, Mayor Pro Tempore  
Erica Pezold, Council Member

Don Caskey, Council Member  
Joshua Sweeney, Council Member

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

**In Person Public Comments:** 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 and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to 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.

**Submission of Electronic Public Comments:** Those wishing to make electronic public comments may submit their comments by email to the City Clerk at [publiccomments@lagunahillsCA.gov](mailto:publiccomments@lagunahillsCA.gov), by 5:00 p.m. on Tuesday, May 9, 2023. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by 5:00 p.m. on Tuesday, May 9, 2023. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

**Please note:** The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access. For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via email at [jlee@lagunahillsca.gov](mailto:jlee@lagunahillsca.gov).

**GENERAL BUSINESS - CONVENING AT 7:00 PM****CALL TO ORDER**

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

**INVOCATION:** Pastor Ric Rodeheaver of Christ Community Church

**PLEDGE OF ALLEGIANCE:** Council Member Caskey

**ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****1.1 Lomarena Elementary School Student Liaison**

**Recommendation:** That the City Council present a Certificate of Appointment and receive a report from Lomarena Elementary School Student Liaison Ryan Chiorello.

**1.2 San Joaquin Elementary School Student Liaison**

**Recommendation:** That the City Council present a Certificate of Appointment and receive a report from San Joaquin Elementary School Student Liaison Mikailo Gomez.

**1.3 Laguna Hills High School Student Liaison Report**

**Recommendation:** That the City Council receive an oral report from Laguna Hills High School 2023 Spring Student Liaison Audrey Masson.

**1.4 Presentation of Proclamation for "Drowning Prevention Awareness"**

**Recommendation:** That the City Council issue a Proclamation encouraging participation in the "Always Watch the Water" and "Never Swim Alone" campaigns by highlighting May through August as a "Drowning Prevention Awareness" period and that Mayor Heft present the Proclamation to Baryic Hunter, Division Chief, Orange County Fire Authority.

**1.5 Certificate of Recognition for Crime Prevention Specialist Alyssa Rabas, Orange County Sheriff's Department's 2022 Professional Staff Employee of the Year**

**Recommendation:** That Mayor Heft present a Certificate of Recognition to Crime Prevention Specialist Alyssa Rabas, Orange County Sheriff's Department 2022 Professional Staff Employee of the Year.

**2. SCHEDULE OF FUTURE EVENTS**

**2.1 Schedule of Future Events**

**Recommendation:** That the City Clerk announce the upcoming meetings and events.

**3. 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.

**4. CONSENT CALENDAR**

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

**4.1 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.

**4.2 Approval of Minutes for April 25, 2023, Regular Meeting**

**Recommendation:** That the City Council approve the City Council Minutes for the April 25, 2023, Regular Meeting.

**4.3 Ratification of May 9, 2023, Warrant Register**

**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from April 14, 2023, to April 27, 2023, in the amount of \$242,144.79.

**4.4 Grant Application to OCTA for the Environmental Cleanup Program - Phase XII Catch Basin CPS-Mod and ARS-CL Screen Project, CIP No. 412-L**

**Recommendation:** That the City Council approve the submission of a Grant Application to the Orange County Transportation Authority for the Measure M2 Environmental Cleanup Program for the Phase XII Catch Basin CPS-Mod & ARS-CL Screen Project and adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE PHASE XII CATCH BASIN CPS-MOD & ARS-CL SCREEN PROJECT."

**4.5 Proposed Office Lease with Agatha Global Tech, LLC for 24031 El Toro Road, Suite 205, Laguna Hills, California**

**Recommendation:** That the City Council: 1) Approve the Lease Agreement with Agatha Global Tech, LLC, a California limited liability company, for 24031 El Toro Road, Suite 205, Laguna Hills, California; and 2) Authorize the City Manager to make minor modifications, as necessary, to the Lease Agreement and to execute the Lease Agreement.

**4.6 Excused Absence Request from Council Member Don Caskey for May 9, 2023, City Council Meeting**

**Recommendation:** That the City Council approve an Excused Absence Request from Council Member Don Caskey for the May 9, 2023, City Council Meeting, if he is not in attendance.

**4.7 Designation of Voting Delegate for California Joint Powers Insurance Authority 2023 Annual Board of Directors Meeting**

**Recommendation:** That the City Council designate the Mayor as the Primary Voting Delegate and the Mayor Pro Tempore as the Alternate Voting Delegate for the California Joint Powers Insurance Authority (CJPIA) 2023 Annual Board of Directors Meeting.

**ITEMS REMOVED FROM THE CONSENT CALENDAR**



**5. PLANNING AGENCY****6. CITY COUNCIL PUBLIC HEARINGS****6.1 Public Hearing on 2023 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 PUBLIC WORKS DIRECTOR TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND."

**7. ADMINISTRATIVE REPORTS****7.1. City Manager****7.2. Public Works Director/City Engineer****7.2.1 Bicycle, Electric Bicycle, and Motorized Mobility Device Safety**

**Recommendation:** That the City Council direct Police Services to monitor and observe violations of State law and City codes related to motorized bicycles and devices and report back to City Council in one year.

**8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS****8.1. Mayor Heft****8.1.1 Condemning the Actions of the Government of Iran**

**Recommendation:** Mayor Heft recommends that the City Council direct City staff to prepare a resolution or letter of support stating that the Laguna Hills City Council stands in solidarity with the women of Iran and our Iranian-American population who have been impacted by the human rights violations committed by the Government of Iran.

**9. CITY COUNCIL MEMBER COMMITTEE REPORTS****9.1. Committee Assignment Reports**

**Recommendation:** That the City Council receive oral reports on the following City Council Committee Assignments:

1. Time Capsule Ad Hoc Committee  
Council Member Caskey and Council Member Pezold  
Project Update
2. Association of California Cities - Orange County (ACC-OC)  
Legislative and Regulatory Committee  
Mayor Pro Tempore Wheeler  
April 27 Meeting
3. Orange County Fire Authority (OCFA)  
Board of Directors  
Council Member Sweeney  
April 27 Regular Meeting

## **10. CITY COUNCIL MEMBER COMMENTS**

### **CLOSED SESSION**

#### **ANNOUNCEMENT OF CLOSED SESSION ITEM(S)**

The City Council will convene into Closed Session, in the City Council Conference Room, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

#### **A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to paragraph (1) of subdivision (d) of California Government Code Section 54956.9

Name of Case: Ross Massbaum vs. City of Laguna Hills; Orange County Superior Court Case No. 30-2021-01227472-CU-PO-CJC; Complaint for Personal Injury

#### **PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**

#### **ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR CITY COUNCIL CHAMBER**

#### **CONVENE INTO CLOSED SESSION**

The City Council will convene into Closed Session to consider the matter(s) listed above.

#### **RECONVENE TO CITY COUNCIL CHAMBER**

#### **CLOSED SESSION REPORT**

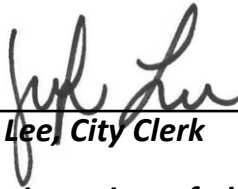
City Attorney to announce whether any reportable action was taken on any matters considered during Closed Session.

**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be May 23, 2023, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

**CERTIFICATION**

I, JENNIFER LEE, 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 5, 2023, at 5:00 p.m.

  
\_\_\_\_\_  
Jennifer Lee, City Clerk

May 4, 2023  
\_\_\_\_\_  
Date

***It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.***

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



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Presentation of Proclamation for "Drowning Prevention Awareness"

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**RECOMMENDATION:** That the City Council issue a Proclamation encouraging participation in the "Always Watch the Water" and "Never Swim Alone" campaigns by highlighting May through August as a "Drowning Prevention Awareness" period and that Mayor Heft present the Proclamation to Baryic Hunter, Division Chief, Orange County Fire Authority.

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#### **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 the Water" and "Never Swim Alone" campaigns from May through August. Staff recommends the City Council issue the Proclamation to be presented to OCFA Division Chief Baryic Hunter at the May 9, 2023, City Council meeting.

#### **ATTACHMENTS:**

- Proclamation - Drowning Prevention Awareness



# CITY OF LAGUNA HILLS

## PROCLAMATION

### DROWNING PREVENTION AWARENESS

#### MAY THROUGH AUGUST

*WHEREAS, drowning is the leading cause of death and disability in California for children under five years of age; and*

*WHEREAS, for every child who dies from drowning, another seven receive emergency care for non-fatal submersion injuries; and*

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

*WHEREAS, the themes of this year's water safety campaign "Always Watch the Water" and "Never Swim Alone" give in-depth information that 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 will be taking this opportunity to increase public awareness about drowning prevention through a robust community outreach campaign.*

*NOW, THEREFORE, I, Janine Heft, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim its participation in the "Always Watch the Water" and "Never Swim Alone" 2023 campaigns that kick-off in May and continue through August 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 9<sup>th</sup> day of May 2023.*

JANINE HEFT, MAYOR





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Certificate of Recognition for Crime Prevention Specialist Alyssa Rabas, Orange County Sheriff's Department's 2022 Professional Staff Employee of the Year

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**RECOMMENDATION:** That Mayor Heft present a Certificate of Recognition to Crime Prevention Specialist Alyssa Rabas, Orange County Sheriff's Department 2022 Professional Staff Employee of the Year.

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#### **SUMMARY:**

The Orange County Sheriff's Department - Laguna Hills Police Services is to be considered among the best and most professional law enforcement departments in the state. Not only do we have excellent deputies serving the community of Laguna Hills, we have excellent professional staff as well. Crime Prevention Specialist Alyssa Rabas has served the Orange County Sheriff's Department and the City of Laguna Hills since December 6, 2021. She has performed in an exemplary manner earning the nomination of her peers and supervisors and selection by the undersheriff to be the Orange County Sheriff's Department 2022 Professional Staff Employee of the Year. We are lucky to have Crime Prevention Specialist Rabas here at the City of Laguna Hills and it is in order to recognize her for her distinguished and dedicated service to the City and its citizens.

#### **ATTACHMENTS:**

- Certificate of Recognition - Crime Prevention Specialist Alyssa Rabas



# CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

## ALYSSA RABAS Crime Prevention Specialist Orange County Sheriff's Department 2022 Professional Staff Employee of the Year

WHEREAS, *Alyssa Rabas has faithfully, professionally, and diligently served as a Crime Prevention Specialist for the Orange County Sheriff's Department at the City of Laguna Hills since December 6, 2021; and*

WHEREAS, *Crime Prevention Specialist Rabas has performed in an exemplary manner, expanding her knowledge and expertise by handling all Laguna Hills Police Services social media platforms, is an Explorer Advisor for POST #449 Explorer Program; manages all Business and Neighborhood Watch meetings and assists in multiple major events in the city; and*

WHEREAS, *Crime Prevention Specialist Rabas has fostered a strong partnership between the Orange County Sheriff's Department, the City of Laguna Hills, and the Community; and*

WHEREAS, *Crime Prevention Specialist Rabas was nominated by her peers and supervisors and was selected by the undersheriff to be recognized for her dedication to duty by being named the 2022 Professional Staff Employee of the Year.*

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize, commend, and thank Crime Prevention Specialist Rabas for distinguished and dedicated service to the City of Laguna Hills and urge all Laguna Hills citizens to join the City in this expression of our appreciation for her dedication to duty.

Dated this 9<sup>th</sup> day of May 2023.

JANINE HEFT, MAYOR



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
 City Clerk  
**ISSUE:** Schedule of Future Events

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**RECOMMENDATION:** That the City Clerk announce the upcoming meetings and events.

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#### **SUMMARY:**

##### **Organic Waste Recycling Town Hall**

Thursday, May 11, 6:30 p.m. – 8:00 p.m., Laguna Hills Community Center Heritage Room

##### **Events, Communication, and Beautification Committee Regular Meeting**

Monday, May 15, 11:00 a.m., Laguna Hills Civic Center Admin Conference Room

##### **City Council Special Meeting (Interviews of Applicants for Commissions)**

Tuesday, May 16, 5:00 p.m., Community Development Conference Room

##### **Traffic Commission Regular Meeting**

Wednesday, May 17, 7:00 p.m., Laguna Hills Civic Center Council Chamber

##### **Parent's Night Out**

Friday, May 19, 6:00 p.m. – 8:30 p.m., Laguna Hills Community Center

##### **Global Harmony Symphony "An Evening of Mozart & More" featuring bassoon soloist**

Monday, May 22, 7:00 p.m., Laguna Hills Community Center Heritage Room

##### **City Council/Planning Agency Regular Meeting**

Tuesday, May 23, 7:00 p.m., Laguna Hills Civic Center Council Chamber

##### **Memorial Day Half Marathon, 5K, 10K**

Monday, May 29, 6:20 a.m. Starting Line on Calle de la Louisa between the former mall site and Saddleback Memorial Medical Center



## Schedule of Future Events

May 9, 2023

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**Memorial Day** – City Hall Offices and Community Center will be Closed  
Monday, May 29

**Movies in the Park – Turning Red**

Friday, June 9, 6:00 p.m., Laguna Hills Community Center

**CR&R Compost Giveaway**

Saturday, June 10, 7:00 a.m. – 10:00 a.m., Soka University, Aliso Viejo



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Approval of Minutes for April 25, 2023, Regular Meeting

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**RECOMMENDATION:** That the City Council approve the City Council Minutes for the April 25, 2023, Regular Meeting.

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**ATTACHMENTS:**

- April 25, 2023, City Council Regular Meeting Minutes

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

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**REGULAR MEETING  
MINUTES  
Tuesday, April 25, 2023**

**GENERAL BUSINESS - CONVENING AT 7:00 PM**

**CALL TO ORDER**

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

**INVOCATION:** Elder Tom Munson of Christ Community Church

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tempore Wheeler

At the Mayor's request, Chief of Police Services Captain Burk provided information on the April 22 shooting incident that occurred at the Laguna Hills Community Center.

**ROLL CALL OF CITY COUNCIL MEMBERS**

| Attendee Name  | Title             | Status  | Arrived |
|----------------|-------------------|---------|---------|
| Janine Heft    | Mayor             | Present |         |
| Dave Wheeler   | Mayor Pro Tempore | Present |         |
| Don Caskey     | Council Member    | Absent  |         |
| Erica Pezold   | Council Member    | Present |         |
| Joshua Sweeney | Council Member    | Present |         |

**1. PRESENTATIONS AND PROCLAMATIONS**

**1.1 Laguna Hills High School Student Liaison Report**

The City Council received an oral report from Laguna Hills High School 2023 Spring Student Liaison Alexa Richter.

**1.2 Presentation of Proclamation for "DMV/Donate Life Month"**

The City Council issued a Proclamation declaring April 2023, as "DMV/Donate Life Month" and Mayor Heft presented the Proclamation to Leslie Eskildsen and Susan Reid, OneLegacy Ambassadors.

## 2. SCHEDULE OF FUTURE EVENTS

### 2.1 Schedule of Future Events

City Clerk Lee announced the upcoming meetings and events.

## 3. PUBLIC COMMENTS

The following individuals addressed the City Council on non-agendized items:

Diane Harkey, a resident of Dana Point, provided public comments regarding public safety options for cities.

## 4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Mayor Heft removing Item No. 4.8 and Mayor Pro Tempore Wheeler and Mayor Heft removing Item No. 4.10.

|                  |                                                                                                                   |
|------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                       |
| <b>MOVER:</b>    | Erica Pezold, Council Member                                                                                      |
| <b>SECONDER:</b> | Dave Wheeler, Mayor Pro Tempore                                                                                   |
| <b>AYES:</b>     | Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Erica Pezold, Council Member; Joshua Sweeney, Council Member |
| <b>ABSENT:</b>   | Don Caskey, Council Member                                                                                        |

### 4.1 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.

### 4.2 Approval of Minutes for April 11 2023, Special Meeting

**Recommendation:** That the City Council approve the City Council Minutes for the April 11, 2023, Special Meeting.

### 4.3 Approval of Minutes for April 11, 2023, Regular Meeting

**Recommendation:** That the City Council approve the City Council Minutes for the April 11, 2023, Regular Meeting.

**4.4 Ratification of April 25, 2023, Warrant Register**

**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from March 31, 2023 to April 13, 2023, in the amount of \$1,184,116.31.

**4.5 Treasurer's Investment Report for March 2023**

**Recommendation:** That the City Council receive and file the Treasurer's Investment Report for the month of March 2023.

**4.6 Submission of an Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for Pollutant Discharges from the City's Fourth of July Fireworks Display and Adoption of a Categorical Exemption Determining that the Event is Exempt from Environmental Review Pursuant to Title 14, Chapter 3, Section 15304(E) of the California Code of Regulations.**

**Recommendation:** That the City Council: 1) Direct staff to submit an Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for pollutant discharges from the City's Fourth of July fireworks display; and 2) Adopt a Categorical Exemption under CEQA pursuant to Guideline Section No. 15304 (Class 4, Minor Alterations to Land).

**4.7 An Amendment to the City's Schedule of Administrative Citation Fines and Penalties Related to Implementation of Short-Term Rental Regulations.**

**Recommendation:** That the City Council:

1) Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 (Rates, Tolls, Fares, and Charges) of Title 14, Chapter 3 of the California Code of Regulations, and Section 21080(b)(8) of Division 13, Chapter 2.6 of the Public Resources Code; and

2) Adopt Resolution No. 2023-04-25-1: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING THE SCHEDULE OF ADMINISTRATIVE CITATION FINES AND PENALTIES."



#### **4.9 Second Reading & Adoption of Proposed Ordinance Prohibiting the Advertisement and Rental of Property for Short-Term Rental in All Residential Zones**

**Recommendation:** That the City Council: 1) Adopt Ordinance No. 2023-2: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE ADVERTISEMENT AND RENTAL OF PROPERTY FOR SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES"; and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

#### **ITEMS REMOVED FROM THE CONSENT CALENDAR**

#### **4.8 Second Reading & Adoption of Proposed Ordinance Modifying the Parking Requirement for Low-Intensity Medical Office Uses**

Mayor Heft removed Item No. 4.8 from the Consent Calendar to allow for public comments on the item.

The following individual addressed the City Council on Item No. 4.8:

Susan Pratt, a local business owner, expressed her appreciation for the Ordinance.

**Recommendation:** That the City Council: 1) Adopt Ordinance No. 2023-1: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES, SPECIFICALLY CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES"; and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

|                  |                                                                                                                   |
|------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                       |
| <b>MOVER:</b>    | Erica Pezold, Council Member                                                                                      |
| <b>SECONDER:</b> | Dave Wheeler, Mayor Pro Tempore                                                                                   |
| <b>AYES:</b>     | Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Erica Pezold, Council Member; Joshua Sweeney, Council Member |
| <b>ABSENT:</b>   | Don Caskey, Council Member                                                                                        |

#### **4.10 Authority to Advertise Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106 and Approval of Cost Sharing Agreement for La Paz Road Sidewalk Widening Project**

Mayor Pro Tempore Wheeler and Mayor Heft removed Item No. 4.10 from the Consent Calendar to allow for discussion on the item.

Public Works Director/City Engineer Ames provided a PowerPoint Presentation responded to Council Member requests for additional information.

**Recommendation:** That the City Council: 1) Approve the plans and specifications for the Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106; 2) Authorize the advertisement for bids for the Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106; 3) Allow the City Engineer to make minor edits to the plans and specifications as necessary; 4) Approve the Cost Sharing and Cooperative Agreement for La Paz Road Sidewalk Widening Project; 5) Authorize the City Manager or City Attorney to make minor modifications to the Agreement, as necessary; 6) Authorize the City Manager to execute the Agreement; and 7) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

|                  |                                                                                                                   |
|------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                       |
| <b>MOVER:</b>    | Erica Pezold, Council Member                                                                                      |
| <b>SECONDER:</b> | Joshua Sweeney, Council Member                                                                                    |
| <b>AYES:</b>     | Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Erica Pezold, Council Member; Joshua Sweeney, Council Member |
| <b>ABSENT:</b>   | Don Caskey, Council Member                                                                                        |

## **5. PLANNING AGENCY**

There were no separate Planning Agency Business Items for this meeting.

## **6. CITY COUNCIL PUBLIC HEARINGS**

There were no City Council Public Hearings for this meeting.

## **7. ADMINISTRATIVE REPORTS**

### **7.1. City Manager**

The City Manager gave no Administrative Reports.

**7.2. Deputy City Manager/Community Services Director****7.2.1 2023 Fourth of July Celebration Pre-Event Report and Fireworks Agreement**

Deputy City Manager Reynolds reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

**Recommendation:** That the City Council: 1) Receive and file the 2023 Fourth of July Celebration pre-event report; and 2) Approve the Fireworks Display Agreement between Fireworks and Stage FX America, LLC, and the City of Laguna Hills for 2023 and authorize the City Manager to execute the Agreement.

A motion to move staff's recommendation and to authorize the City Manager to execute an Amendment No. 1 to incorporate Program B, if funds become available, was moved by Council Member Sweeney, seconded by Council Member Pezold.

|                  |                                                                                                                   |
|------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                       |
| <b>MOVER:</b>    | Joshua Sweeney, Council Member                                                                                    |
| <b>SECONDER:</b> | Erica Pezold, Council Member                                                                                      |
| <b>AYES:</b>     | Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Erica Pezold, Council Member; Joshua Sweeney, Council Member |
| <b>ABSENT:</b>   | Don Caskey, Council Member                                                                                        |

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

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

**9. CITY COUNCIL MEMBER COMMITTEE REPORTS****9.1. Committee Assignment Reports**

**Recommendation:** That the City Council receive oral reports on the following City Council Committee Assignments:

1. Orange County Fire Authority (OCTA)  
Board of Directors  
Council Member Sweeney  
April 12 Special Meeting

Council Member Sweeney provided an oral report.

2. Orange County Senior Citizens Advisory Council (SCAC)  
Mayor Pro Tempore Wheeler  
April 14 Full Council Meeting

Mayor Pro Tempore Wheeler provided an oral report.

3. Association of California Cities - Orange County (ACC-OC)  
Mayor Heft, Mayor Pro Tempore Wheeler, and Council Member Sweeney  
April 17 - 20 Washington D.C. Advocacy Trip

Mayor Heft, Mayor Pro Tempore Wheeler, and Council Member Sweeney provided oral reports.

4. OC Mosquito and Vector Control District (OCMVCD)  
Board of Trustees  
Council Member Pezold  
April 20 Regular Meeting.

Council Member Pezold provided an oral report.

## 10. CITY COUNCIL MEMBER COMMENTS

### Council Member Pezold

Council Member Pezold provided comments on enhanced security at the Community Center and the positive impact and benefit it has provided to the community.

## ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 8:03 p.m.

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Jennifer Lee, City Clerk

ATTEST:

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Janine Heft, Mayor

Approved at meeting of May 9, 2023



## City of Laguna Hills

### City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Eric Hendrickson  
Finance Director  
**ISSUE:** Ratification of May 9, 2023, Warrant Register

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**RECOMMENDATION:** That the City Council ratify the accompanying Warrant Register for the period from April 14, 2023, to April 27, 2023, in the amount of \$242,144.79.

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#### **SUMMARY:**

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from April 14, 2023, to April 27, 2023, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

#### **ATTACHMENTS:**

- Warrant Register - May 9, 2023
- Payables Detail Report - May 9, 2023



City of Laguna Hills, CA

## Warrant Register - May 9, 2023

By Check Number

Date Range: 04/14/2023 - 04/27/2023

| Check Number                 | Vendor Number | Vendor Name                                         | Payment Date | Payment Amount    |
|------------------------------|---------------|-----------------------------------------------------|--------------|-------------------|
| <b>Payment Type: Regular</b> |               |                                                     |              |                   |
| 1944                         | Z-CS-0409     | BEACH CITIES QUILTERS GUILD                         | 04/20/2023   | 250.00            |
| 1945                         | C-1102        | CALIFORNIA BUILDING STANDARDS COMMISSION            | 04/20/2023   | 577.80            |
| 1946                         | C-1191        | COUNTY OF ORANGE                                    | 04/20/2023   | 5,214.00          |
| 1947                         | D-0453        | DEPARTMENT OF CONSERVATION                          | 04/20/2023   | 664.53            |
| 1948                         | D-0423        | DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA | 04/20/2023   | 129.50            |
| 1949                         | F-0604        | FEDERAL EXPRESS CORPORATION                         | 04/20/2023   | 35.55             |
| 1950                         | M-1585        | MCDONALD, KAYLE                                     | 04/20/2023   | 408.05            |
| 1951                         | P-1832        | PRINTEX PRINTING AND GRAPHICS INC.                  | 04/20/2023   | 312.48            |
| 1952                         | S-1935        | SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY         | 04/20/2023   | 984.00            |
| 1953                         | T-2002        | TAB PRODUCTS COMPANY                                | 04/20/2023   | 761.60            |
| 1954                         | T-2712        | TOTAL SOURCE OFFICEWORKS                            | 04/20/2023   | 215.02            |
| 1955                         | T-2702        | TRIPEPI SMITH AND ASSOCIATES, INC.                  | 04/20/2023   | 6,250.00          |
| 1956                         | V-2254        | VITUITY - URGENT CARE SERVICES, PC                  | 04/20/2023   | 190.00            |
| 1957                         | C-0023        | COX COMMUNICATION                                   | 04/24/2023   | 1,170.33          |
| 1958                         | E-0611        | DAVE MCELWAIN                                       | 04/24/2023   | 58.94             |
| 1959                         | B-0450        | MARIA BOWMAN                                        | 04/24/2023   | 368.65            |
| 1960                         | S-1902        | SAN DIEGO GAS AND ELECTRIC                          | 04/24/2023   | 37,456.01         |
| 1961                         | A-0138        | ALL CITY MANAGEMENT, INC.                           | 04/27/2023   | 3,637.20          |
| 1962                         | C-1142        | ANTHONY D. CARSON                                   | 04/27/2023   | 200.00            |
| 1963                         | A-0365        | AT AND T - CALNET 3                                 | 04/27/2023   | 703.19            |
| 1964                         | C-1177        | CANON FINANCIAL SERVICES, INC.                      | 04/27/2023   | 2,225.95          |
| 1965                         | C-1217        | CONCORDIA UNIVERSITY IRVINE                         | 04/27/2023   | 300.00            |
| 1966                         | C-1191        | COUNTY OF ORANGE                                    | 04/27/2023   | 361.73            |
| 1967                         | C-0060        | COUNTY OF ORANGE PF RD FINANCIAL SERVICES           | 04/27/2023   | 625.60            |
| 1968                         | E-0606        | EIDE BAILLY LLP                                     | 04/27/2023   | 2,125.00          |
| 1969                         | F-0721        | FLOCK SAFETY                                        | 04/27/2023   | 25,000.00         |
| 1970                         | Z-CS-0410     | FLORES, JESUS                                       | 04/27/2023   | 500.00            |
| 1971                         | H-0829        | HARTZOG AND CRABILL, INC.                           | 04/27/2023   | 17,181.78         |
| 1972                         | H-0960        | HR GREEN PACIFIC, INC.                              | 04/27/2023   | 5,750.00          |
| 1973                         | J-1057        | JAMEY CLARK, INC.                                   | 04/27/2023   | 4,197.95          |
| 1974                         | M-1388        | MOBILE MINI, INC.                                   | 04/27/2023   | 868.31            |
| 1975                         | M-1302        | MOULTON NIGUEL WATER DISTRICT                       | 04/27/2023   | 2,874.83          |
| 1976                         | N-1474        | NIEVES LANDSCAPE, INC.                              | 04/27/2023   | 6,450.00          |
| 1977                         | C-1007        | OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX     | 04/27/2023   | 486.45            |
| 1978                         | O-1500        | ORANGE COUNTY REGISTER                              | 04/27/2023   | 186.95            |
| 1979                         | Z-CS-0411     | PAEZ-ESCOBEDO, VERONICA                             | 04/27/2023   | 250.00            |
| 1980                         | R-1830        | RALPHS GROCERY COMPANY                              | 04/27/2023   | 256.73            |
| 1981                         | R-1977        | RJ ELECTRIC                                         | 04/27/2023   | 577.50            |
| 1982                         | S-1904        | SOUTHERN CALIFORNIA EDISON                          | 04/27/2023   | 103.26            |
| 1983                         | S-2250        | SPARKLETT'S                                         | 04/27/2023   | 484.61            |
| 1984                         | T-2712        | TOTAL SOURCE OFFICEWORKS                            | 04/27/2023   | 296.27            |
| 1985                         | W-2337        | WEST COAST ARBORISTS, INC.                          | 04/27/2023   | 53,626.00         |
| 1986                         | W-2446        | WHEELER, DAVID                                      | 04/27/2023   | 494.30            |
| 1987                         | R-1801        | WOODRUFF, SPRADLIN AND SMART                        | 04/27/2023   | 57,117.23         |
| <b>Total Regular:</b>        |               |                                                     |              | <b>241,927.30</b> |

Attachment: Warrant Register - May 9, 2023 (3150 : Warrant Register, May 9, 2023)



## Warrant Register - May 9, 2023

Date Range: 04/14/2023 - 04/27/2023

|                          |               |                           |
|--------------------------|---------------|---------------------------|
| Check Number             | Vendor Number | Vendor Name               |
| Payment Type: Bank Draft |               |                           |
| DFT0002456               | B-0276        | BANK OF AMERICA VISA CARD |

|                          |                |
|--------------------------|----------------|
| Payment Date             | Payment Amount |
| 04/24/2023               | 217.49         |
| <b>Total Bank Draft:</b> | <b>217.49</b>  |

## Bank Code AP Bank Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment           |
|----------------|------------------|------------------|-------------|-------------------|
| Regular Checks | 70               | 44               | 0.00        | 241,927.30        |
| Manual Checks  | 0                | 0                | 0.00        | 0.00              |
| Voided Checks  | 0                | 0                | 0.00        | 0.00              |
| Bank Drafts    | 5                | 1                | 0.00        | 217.49            |
| EFT's          | 0                | 0                | 0.00        | 0.00              |
|                | <b>75</b>        | <b>45</b>        | <b>0.00</b> | <b>242,144.79</b> |

Attachment: Warrant Register - May 9, 2023 (3150 : Warrant Register, May 9, 2023)

## All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment           |
|----------------|------------------|------------------|-------------|-------------------|
| Regular Checks | 70               | 44               | 0.00        | 241,927.30        |
| Manual Checks  | 0                | 0                | 0.00        | 0.00              |
| Voided Checks  | 0                | 0                | 0.00        | 0.00              |
| Bank Drafts    | 5                | 1                | 0.00        | 217.49            |
| EFT's          | 0                | 0                | 0.00        | 0.00              |
|                | <b>75</b>        | <b>45</b>        | <b>0.00</b> | <b>242,144.79</b> |

## Fund Summary

| Fund | Name | Period | Amount            |
|------|------|--------|-------------------|
| 998  | POOL | 4/2023 | 242,144.79        |
|      |      |        | <b>242,144.79</b> |



City of Laguna Hills, CA

# Payables Detail Report

By Fund

Payment Dates 04/14/2023 - 04/27/2023

| Payment Date                    | Vendor Name                              | Payable Number           | Description (Payable)                            | Account Number | Amount    |
|---------------------------------|------------------------------------------|--------------------------|--------------------------------------------------|----------------|-----------|
| <b>Fund: 100 - GENERAL FUND</b> |                                          |                          |                                                  |                |           |
| 04/20/2023                      | TOTAL SOURCE OFFICEWORKS                 | 0086CM                   | Office Supplies, Apr '23                         | 100-195-620000 | (8.72)    |
| 04/20/2023                      | DEPARTMENT OF CONSERVATION               | 033123                   | Remittance, SMIP Fee, Jan-Mar '23                | 100-000-221001 | 224.77    |
| 04/20/2023                      | DEPARTMENT OF CONSERVATION               | 033123                   | Remittance, SMIP Fee, Jan-Mar '23                | 100-000-221002 | 439.76    |
| 04/20/2023                      | SAN JOAQUIN HILLS TRANSPORT              | 033123                   | Remit, Transportation Corridor Fees, Jan-Mar '23 | 100-000-221006 | 984.00    |
| 04/20/2023                      | CORRIDOR AGENCY                          |                          | Disability Access Fees, Jan-Mar '23              | 100-000-221012 | 1,293.00  |
| 04/20/2023                      | DIVISION OF THE STATE ARCHITECT          | 033123                   |                                                  |                |           |
| 04/20/2023                      | STATE OF CALIFORNIA                      |                          |                                                  |                |           |
| 04/20/2023                      | CALIFORNIA BUILDING STANDARDS COMMISSION | 033123 Q1                | Building Standard Fund, Jan-Mar '23              | 100-000-221011 | 642.00    |
| 04/20/2023                      | CALIFORNIA BUILDING STANDARDS COMMISSION | 033123 Q1                | Building Standard Fund, Jan-Mar '23              | 100-000-442000 | (64.20)   |
| 04/20/2023                      | MCDONALD, KAYLE                          | 041823                   | Travel Reimbursement, CCAC Palm Springs, Apr '23 | 100-155-612000 | 408.05    |
| 04/20/2023                      | VITUITY - URGENT CARE SERVICES,          | 1375K20515               | Recruitment, Apr '23                             | 100-195-617000 | 190.00    |
| 04/20/2023                      | PRINTX PRINTING AND GRAPHICS INC.        | 24331 (1)                | Special Events, Rooted Campaign, Apr '23         | 100-310-695500 | 312.48    |
| 04/20/2023                      | TOTAL SOURCE OFFICEWORKS                 | 31749                    | Office Supplies, Apr '23                         | 100-195-620000 | 223.74    |
| 04/20/2023                      | FEDERAL EXPRESS CORPORATION              | 8-100-43276              | Delivery Services, Apr '23                       | 100-195-625000 | 35.55     |
| 04/20/2023                      | TRIEPI SMITH AND ASSOCIATES,             | 9908                     | Communications Support, Apr '23                  | 100-155-695000 | 6,250.00  |
| 04/20/2023                      | BEACH CITIES QUILTERS GUILD              | FRD-0300                 | Refund, Facility Deposit, R #1035429.002         | 100-000-222000 | 250.00    |
| 04/20/2023                      | TAB PRODUCTS COMPANY                     | INV000035697             | Office Supplies, General Government, Apr '23     | 100-155-620000 | 761.60    |
| 04/20/2023                      | COUNTY OF ORANGE                         | SC13794                  | Communications Charges, 4/1/23 - 6/30/23         | 100-420-646000 | 5,214.00  |
| 04/24/2023                      | COX COMMUNICATION                        | 032923                   | WiFi, Community Center, Mar '23                  | 100-195-630000 | 224.25    |
| 04/24/2023                      | COX COMMUNICATION                        | 040523                   | T-1 Line, Apr '23                                | 100-195-630000 | 862.08    |
| 04/24/2023                      | COX COMMUNICATION                        | 040723                   | Traffic Signal, Apr '23                          | 100-195-630000 | 84.00     |
| 04/24/2023                      | SAN DIEGO GAS AND ELECTRIC               | 041423                   | Street Lights, Traffic Control, Com Ctr, Feb-Apr | 100-310-631100 | 11,773.10 |
| 04/24/2023                      | SAN DIEGO GAS AND ELECTRIC               | 041423                   | Street Lights, Traffic Control, Com Ctr, Feb-Apr | 100-355-631000 | 7,360.90  |
| 04/24/2023                      | SAN DIEGO GAS AND ELECTRIC               | 041423                   | Street Lights, Traffic Control, Com Ctr, Feb-Apr | 100-356-631400 | 14,957.98 |
| 04/24/2023                      | SAN DIEGO GAS AND ELECTRIC               | 041423                   | Street Lights, Traffic Control, Com Ctr, Feb-Apr | 100-356-631900 | 3,364.03  |
| 04/24/2023                      | MARIA BOWMAN                             | 042423                   | Reimbursement, Aliso Coffee & Donuts, Apr '23    | 100-420-695000 | 368.65    |
| 04/24/2023                      | DAVE MCELWAIN                            | 042423                   | Reimbursement Raising Cane's, Apr '23            | 100-420-695000 | 58.94     |
| 04/24/2023                      | BANK OF AMERICA VISA CARD                | POLSVCS 04.20.23 - 01 (6 | In-N-Out Burger                                  | 100-420-695000 | 26.94     |
| 04/24/2023                      | BANK OF AMERICA VISA CARD                | POLSVCS 04.20.23 - 02 (6 | In-N-Out Burger                                  | 100-420-695000 | 166.47    |
| 04/24/2023                      | BANK OF AMERICA VISA CARD                | POLSVCS 04.20.23 - 03 (6 | The Toll Roads of OC                             | 100-420-646100 | 4.20      |
| 04/24/2023                      | BANK OF AMERICA VISA CARD                | POLSVCS 04.20.23 - 04 (6 | Amazon Prime                                     | 100-420-622000 | 16.15     |
| 04/24/2023                      | BANK OF AMERICA VISA CARD                | POLSVCS 04.20.23 - 05 (6 | The Toll Roads of OC                             | 100-420-646100 | 3.73      |
| 04/27/2023                      | AT AND T - CALNET 3                      | 000019614206             | Alarm, Com Ctr & City Hall Lines, Mar '23        | 100-195-630000 | 161.35    |
| 04/27/2023                      | AT AND T - CALNET 3                      | 000019614206             | Alarm, Com Ctr & City Hall Lines, Mar '23        | 100-310-630100 | 261.95    |
| 04/27/2023                      | AT AND T - CALNET 3                      | 000019760132             | Alarm, Com Ctr & City Hall Lines, Apr '23        | 100-195-630000 | 161.35    |
| 04/27/2023                      | AT AND T - CALNET 3                      | 000019760132             | Alarm, Com Ctr & City Hall Lines, Apr '23        | 100-310-630100 | 118.54    |
| 04/27/2023                      | RALPHS GROCERY COMPANY                   | 0123136166_23324187      | Special Events, Rooted Campaign, Mar '23         | 100-310-695500 | 4.99      |

Attachment: Payables Detail Report - May 9, 2023 (3150 : Warrant Register, May 9, 2023)

## Payables Detail Report

Payment Dates: 04/14/2023 - 04/27/2023

| Payment Date | Vendor Name                               | Payable Number          | Description (Payable)                              | Account Number | Amount    |
|--------------|-------------------------------------------|-------------------------|----------------------------------------------------|----------------|-----------|
| 04/27/2023   | RALPHS GROCERY COMPANY                    | 0223136199_23326730     | Operating Supplies, Comm Svcs, Mar '23             | 100-310-622005 | 97.24     |
| 04/27/2023   | RALPHS GROCERY COMPANY                    | 0223136507_23356736     | Operating Supplies, Comm Svcs, Mar '23             | 100-310-622005 | 72.15     |
| 04/27/2023   | RALPHS GROCERY COMPANY                    | 0323136843_23490085     | Operating Supplies, Comm Svcs, Apr '23             | 100-310-622005 | 82.35     |
| 04/27/2023   | COUNTY OF ORANGE PF RD FINANCIAL SERVICES | 033123, #RFR23-00026    | Remittance, Carits, Moulton Fees, Jan - Mar '23    | 100-000-221003 | 195.20    |
| 04/27/2023   | COUNTY OF ORANGE PF RD FINANCIAL SERVICES | 033123, #RFR23-00026    | Remittance, Carits, Moulton Fees, Jan - Mar '23    | 100-000-221004 | 430.40    |
| 04/27/2023   | MOULTON NIGUEL WATER DISTRICT             | 041323                  | Water Usage, Public Works & Com Ctr, Mar '23       | 100-310-635100 | 733.05    |
| 04/27/2023   | MOULTON NIGUEL WATER DISTRICT             | 041323                  | Water Usage, Public Works & Com Ctr, Mar '23       | 100-355-635000 | 2,141.78  |
| 04/27/2023   | ORANGE COUNTY REGISTER                    | 041723                  | Digital Subscription, City Hall, 4/23 - 10/22/23   | 100-155-626000 | 186.95    |
| 04/27/2023   | SOUTHERN CALIFORNIA EDISON                | 042023 - Acct #7000760C | Street Lights, Traffic Control, Mar '23            | 100-356-631400 | 103.26    |
| 04/27/2023   | WHEELER, DAVID                            | 042723                  | Travel Reimb, ACC Advocacy, Washington DC, Apr '23 | 100-155-612002 | 494.30    |
| 04/27/2023   | CONCORDIA UNIVERSITY IRVINE               | 100                     | Handbell Ensemble for 2022 Holiday Event Series    | 100-310-695500 | 300.00    |
| 04/27/2023   | SPARKLETTS                                | 12194330 032923         | Operating Supplies, Comm Ctr, Mar '23              | 100-310-622005 | 190.84    |
| 04/27/2023   | HR GREEN PACIFIC, INC.                    | 162021                  | Public Works Permit Inspections, Mar '23           | 100-355-700255 | 5,750.00  |
| 04/27/2023   | WEST COAST ARBORISTS, INC.                | 198440                  | Tree Trimming Services, Mar '23                    | 100-355-720702 | 30,340.00 |
| 04/27/2023   | WEST COAST ARBORISTS, INC.                | 198452                  | Tree Trimming Services, Mar '23                    | 100-355-720702 | 23,286.00 |
| 04/27/2023   | HARTZOG AND CRABILL, INC.                 | 23-0257(HCI#3698)       | Traffic Signal Mgmt Services, Mar '23              | 100-356-700101 | 14,587.00 |
| 04/27/2023   | HARTZOG AND CRABILL, INC.                 | 23-0258(HCI#3502)       | Traffic Signal Mgmt Services, CIP 168, Mar '23     | 100-356-700101 | 1,929.78  |
| 04/27/2023   | HARTZOG AND CRABILL, INC.                 | 23-0258(HCI#3502)       | Traffic Signal Mgmt Services, CIP 168, Mar '23     | 100-600-790600 | 665.00    |
| 04/27/2023   | CANON FINANCIAL SERVICES, INC.            | 30327378                | Lease - Copier, City Hall, 4/1/23 - 4/30/23        | 100-195-641200 | 253.84    |
| 04/27/2023   | CANON FINANCIAL SERVICES, INC.            | 30327379                | Lease - Copier, New Admin Copier, 4/1/23 - 4/30/23 | 100-195-641200 | 1,588.26  |
| 04/27/2023   | CANON FINANCIAL SERVICES, INC.            | 30327380                | Lease - Copier, Comm Ctr, 4/1/23 - 4/30/23         | 100-195-641200 | 383.85    |
| 04/27/2023   | TOTAL SOURCE OFFICEWORKS                  | 31830                   | Office Supplies, Apr '23                           | 100-195-620000 | 296.27    |
| 04/27/2023   | SPARKLETTS                                | 4228482 042123          | Operating Supplies, Apr '23                        | 100-195-622000 | 293.77    |
| 04/27/2023   | RJ ELECTRIC                               | 61844                   | Maint & Repair, Comm Ctr, Apr '23                  | 100-310-645500 | 577.50    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73350                   | Park Repairs, Public Works, Sep '22                | 100-355-720701 | 112.50    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73596                   | Graffiti Removal, Public Works, Dec                | 100-355-720500 | 442.50    |
| 04/27/2023   | WOODRUFF, SPRADLIN AND SMART              | 73793                   | Professional Services Legal, Mar '23               | 100-155-700010 | 37,976.40 |
| 04/27/2023   | WOODRUFF, SPRADLIN AND SMART              | 73793                   | Professional Services Legal, Mar '23               | 100-155-700011 | 261.80    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73793                   | Park Repairs, Public Works, Mar '23                | 100-355-720701 | 225.00    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73809                   | Park Repairs, Public Works, Apr '23                | 100-355-720701 | 360.00    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73824                   | Graffiti Removal, Public Works, Apr                | 100-355-720500 | 508.88    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73825                   | Park Repairs, Public Works, Apr '23                | 100-355-720701 | 180.00    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73826                   | Maint & Repair, Comm Ctr, Apr '23                  | 100-310-645500 | 742.50    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73828                   | Park Repairs, Public Works, Apr '23                | 100-355-720701 | 135.00    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73832                   | Park Repairs, Public Works, Apr '23                | 100-355-720701 | 905.00    |
| 04/27/2023   | JAMEY CLARK, INC.                         | 73833                   | Graffiti Removal, Public Works, Apr                | 100-355-720500 | 586.57    |
| 04/27/2023   | NIEVES LANDSCAPE, INC.                    | 74472                   | Monthly and Misc Landscape, Apr '23                | 100-355-720700 | 2,100.00  |
| 04/27/2023   | NIEVES LANDSCAPE, INC.                    | 74473                   | Monthly and Misc Landscape, Apr '23                | 100-355-720700 | 3,750.00  |
| 04/27/2023   | NIEVES LANDSCAPE, INC.                    | 74475                   | Monthly and Misc Landscape, Apr '23                | 100-355-720700 | 600.00    |
| 04/27/2023   | ALL CITY MANAGEMENT, INC.                 | 84931                   | Crossing Guard Services, 4/2/23 - 4/15/23          | 100-420-720822 | 3,637.20  |
| 04/27/2023   | MOBILE MINI, INC.                         | 9017282344              | Storage Rental, Community Center, 3/30 - 4/26/23   | 100-310-641000 | 341.83    |
| 04/27/2023   | MOBILE MINI, INC.                         | 9017399938              | Storage Rental, Community Center, 4/12 - 5/9/23    | 100-310-641000 | 225.71    |
| 04/27/2023   | MOBILE MINI, INC.                         | 9017449713              | Storage Rental, Community Center, 4/18 - 5/15/23   | 100-310-641000 | 82.97     |

Attachment: Payables Detail Report - May 9, 2023 (3150 : Warrant Register, May 9, 2023)

## Payables Detail Report

Payment Dates: 04/14/2023 - 04/27/2023

| Payment Date                                         | Vendor Name                                            | Payable Number    | Description (Payable)                            | Account Number | Amount            |
|------------------------------------------------------|--------------------------------------------------------|-------------------|--------------------------------------------------|----------------|-------------------|
| 04/27/2023                                           | MOBILE MINI, INC.                                      | 9017461369        | Storage Rental, Community Center, 4/19 - 5/16/23 | 100-310-641000 | 217.80            |
| 04/27/2023                                           | EIDE BAILLY LLP                                        | EI01493077        | Partial Audit Fees, Single Audit, YE 6/30/22     | 100-155-700051 | 2,125.00          |
| 04/27/2023                                           | FLORES, JESUS                                          | FRD-0301          | Refund, Facility Deposit, R #1035058.002         | 100-000-222000 | 500.00            |
| 04/27/2023                                           | PAEZ-ESCOBEDO, VERONICA                                | FRD-0302          | Refund, Facility Deposit, R #1035304.002         | 100-000-222000 | 250.00            |
| 04/27/2023                                           | FLOCK SAFETY                                           | INV-14325         | Automated License Plate Readers, CIP 518         | 100-600-790600 | 25,000.00         |
| 04/27/2023                                           | ANTHONY D. CARSON                                      | LHHM Inv_2023b    | Program Expense, 1/2 Marathon                    | 100-310-695507 | 200.00            |
| 04/27/2023                                           | OCSO LAW ENFORCEMENT                                   | SH 65154          | Law Enforcement, Supplemental Services, SCE      | 100-420-720800 | 486.45            |
| 04/27/2023                                           | CONTRACT, OC TREASURER-TAX COUNTY OF ORANGE            | STTM000979        | Communications Charges, 1/1/23 - 1/31/23         | 100-420-646000 | 361.73            |
| <b>Fund 100 - GENERAL FUND Total:</b>                |                                                        |                   |                                                  |                | <b>224,429.26</b> |
| <b>Fund: 312 - CASp</b>                              |                                                        |                   |                                                  |                |                   |
| 04/20/2023                                           | DIVISION OF THE STATE ARCHITECT<br>STATE OF CALIFORNIA | 033123            | Disability Access Fees, Jan-Mar '23              | 312-000-442000 | (1,163.50)        |
| <b>Fund 312 - CASp Total:</b>                        |                                                        |                   |                                                  |                | <b>(1,163.50)</b> |
| <b>Fund: 451 - LIABILITY SELF-INSURANCE</b>          |                                                        |                   |                                                  |                |                   |
| 04/27/2023                                           | WOODRUFF, SPRADLIN AND SMART                           | 73793             | Professional Services Legal, Mar '23             | 451-155-700011 | 18,879.03         |
| <b>Fund 451 - LIABILITY SELF-INSURANCE Total:</b>    |                                                        |                   |                                                  |                | <b>18,879.03</b>  |
| <b>Fund: 600 - CAPITAL IMPROVEMENT PROJECT</b>       |                                                        |                   |                                                  |                |                   |
| 04/27/2023                                           | HARTZOG AND CRABILL, INC.                              | 23-0258(HCI#3502) | Traffic Signal Mgmt Services, CIP 168, Mar '23   | 600-000-490100 | (665.00)          |
| 04/27/2023                                           | HARTZOG AND CRABILL, INC.                              | 23-0258(HCI#3502) | Traffic Signal Mgmt Services, CIP 168, Mar '23   | 600-251-950168 | 665.00            |
| 04/27/2023                                           | FLOCK SAFETY                                           | INV-14325         | Automated License Plate Readers, CIP 518         | 600-000-490100 | (25,000.00)       |
| 04/27/2023                                           | FLOCK SAFETY                                           | INV-14325         | Automated License Plate Readers, CIP 518         | 600-255-950518 | 25,000.00         |
| <b>Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:</b> |                                                        |                   |                                                  |                | <b>-</b>          |
| <b>Grand Total:</b>                                  |                                                        |                   |                                                  |                | <b>242,144.79</b> |

Attachment: Payables Detail Report - May 9, 2023 (3150 : Warrant Register, May 9, 2023)

## Report Summary

## Fund Summary

| Fund                              | Expense Amount    | Payment Amount    |
|-----------------------------------|-------------------|-------------------|
| 100 - GENERAL FUND                | 224,429.26        | 224,429.26        |
| 312 - CASp                        | (1,163.50)        | (1,163.50)        |
| 451 - LIABILITY SELF-INSURANCE    | 18,879.03         | 18,879.03         |
| 600 - CAPITAL IMPROVEMENT PROJECT | -                 | -                 |
| <b>Grand Total:</b>               | <b>242,144.79</b> | <b>242,144.79</b> |

## Account Summary

| Account Number | Account Name                      | Expense Amount | Payment Amount |
|----------------|-----------------------------------|----------------|----------------|
| 100-000-221001 | SMIP - Residential                | 224.77         | 224.77         |
| 100-000-221002 | SMIP - Commercial                 | 439.76         | 439.76         |
| 100-000-221003 | MOULTON                           | 195.20         | 195.20         |
| 100-000-221004 | Carits                            | 430.40         | 430.40         |
| 100-000-221006 | SJHTC B                           | 984.00         | 984.00         |
| 100-000-221011 | Building Standards Fee            | 642.00         | 642.00         |
| 100-000-221012 | SB1186 ADA CASp Fees              | 1,293.00       | 1,293.00       |
| 100-000-222000 | Refundable Deposits               | 1,000.00       | 1,000.00       |
| 100-000-442000 | Building Related Permits          | (64.20)        | (64.20)        |
| 100-155-612000 | Travel, Conferences & Meetings    | 408.05         | 408.05         |
| 100-155-612002 | Travel - ACC-OC                   | 494.30         | 494.30         |
| 100-155-620000 | Office Supplies                   | 761.60         | 761.60         |
| 100-155-626000 | Subscriptions & Books             | 186.95         | 186.95         |
| 100-155-695000 | CommunityAsstnc/PublicRelation    | 6,250.00       | 6,250.00       |
| 100-155-700010 | Legal Services-General Counsel    | 37,976.40      | 37,976.40      |
| 100-155-700011 | Legal Services-Litigation         | 261.80         | 261.80         |
| 100-155-700051 | Professional Services - Annual    | 2,125.00       | 2,125.00       |
| 100-195-617000 | Recruitment                       | 190.00         | 190.00         |
| 100-195-620000 | Office Supplies                   | 511.29         | 511.29         |
| 100-195-622000 | Operating Supplies                | 293.77         | 293.77         |
| 100-195-625000 | Postage & Delivery                | 35.55          | 35.55          |
| 100-195-630000 | Telephone & Communication         | 1,493.03       | 1,493.03       |
| 100-195-641200 | Rent/Lease - Copier               | 2,225.95       | 2,225.95       |
| 100-310-622005 | Operating Supplies Comm Ctr       | 442.58         | 442.58         |
| 100-310-630100 | Phone & Communication Comm        | 380.49         | 380.49         |
| 100-310-631100 | Utilities - Electric Comm Ctr     | 11,773.10      | 11,773.10      |
| 100-310-635100 | Utilities - Water Comm Ctr        | 733.05         | 733.05         |
| 100-310-641000 | Rent/Lease - Equipment            | 868.31         | 868.31         |
| 100-310-645500 | Maint&Repair-Facility Comm Ctr    | 1,320.00       | 1,320.00       |
| 100-310-695500 | Special Events-Program Service    | 617.47         | 617.47         |
| 100-310-695507 | Marathon 5k                       | 200.00         | 200.00         |
| 100-355-631000 | Utilities - Electric              | 7,360.90       | 7,360.90       |
| 100-355-635000 | Utilities - Water                 | 2,141.78       | 2,141.78       |
| 100-355-700255 | Improvement Inspection            | 5,750.00       | 5,750.00       |
| 100-355-720500 | Graffiti Removal                  | 1,537.95       | 1,537.95       |
| 100-355-720700 | Landscape Maintenance Contract    | 6,450.00       | 6,450.00       |
| 100-355-720701 | Parks Contract Repair             | 1,917.50       | 1,917.50       |
| 100-355-720702 | Tree Maintenance                  | 53,626.00      | 53,626.00      |
| 100-356-631400 | MOE Electricity-Streetlights &    | 15,061.24      | 15,061.24      |
| 100-356-631900 | MOE Electricity On-bill Financing | 3,364.03       | 3,364.03       |
| 100-356-700101 | MOE Traffic Engineer Services     | 16,516.78      | 16,516.78      |
| 100-420-622000 | Operating Supplies                | 16.15          | 16.15          |
| 100-420-646000 | Maint & Rep-Equip & Machinery     | 5,575.73       | 5,575.73       |
| 100-420-646100 | Maint & Repairs - Vehicles        | 7.93           | 7.93           |
| 100-420-695000 | CommunityAsstnc/PublicRelation    | 621.00         | 621.00         |
| 100-420-720800 | General Law Enforcement           | 486.45         | 486.45         |
| 100-420-720822 | Crossing Guard Services           | 3,637.20       | 3,637.20       |
| 100-600-790600 | Transfer Out to Capital Imprv.    | 25,665.00      | 25,665.00      |
| 312-000-442000 | Building Related Permits          | (1,163.50)     | (1,163.50)     |

Attachment: Payables Detail Report - May 9, 2023 (3150 : Warrant Register, May 9, 2023)

## Payables Detail Report

Payment Dates: 04/14/2023 - 04/27/2023

## Account Summary

| Account Number | Account Name                    | Expense Amount    | Payment Amount    |
|----------------|---------------------------------|-------------------|-------------------|
| 451-155-700011 | Legal Services-Litigation       | 18,879.03         | 18,879.03         |
| 600-000-490100 | Transfer In- General Fund       | (25,665.00)       | (25,665.00)       |
| 600-251-950168 | TrafficSignalImprovCoordination | 665.00            | 665.00            |
| 600-255-950518 | Automated License Plate Readers | 25,000.00         | 25,000.00         |
|                | <b>Grand Total:</b>             | <b>242,144.79</b> | <b>242,144.79</b> |

## Project Account Summary

| Project Account Key | Expense Amount    | Payment Amount    |
|---------------------|-------------------|-------------------|
| **None**            | 242,144.79        | 242,144.79        |
| <b>Grand Total:</b> | <b>242,144.79</b> | <b>242,144.79</b> |

Attachment: Payables Detail Report - May 9, 2023 (3150 : Warrant Register, May 9, 2023)





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023

**TO:** Mayor and Council Members

**FROM:** Joe Ames, P.E., T.E.  
Public Works Director/City Engineer

**ISSUE:** Grant Application to OCTA for the Environmental Cleanup Program - Phase XII Catch Basin CPS-Mod and ARS-CL Screen Project, CIP No. 412-L

---

**RECOMMENDATION:** That the City Council approve the submission of a Grant Application to the Orange County Transportation Authority for the Measure M2 Environmental Cleanup Program for the Phase XII Catch Basin CPS-Mod & ARS-CL Screen Project and adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE PHASE XII CATCH BASIN CPS-MOD & ARS-CL SCREEN PROJECT."

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#### **SUMMARY:**

The Orange County Transportation Authority (OCTA) issued a call for projects for the Tier 1 Environmental Cleanup Program (ECP) which provide Measure M2 grant funding for catch basin debris gates, and other devices, intended to mitigate pollutants generated from public roadway storm water runoff which adversely impacts downstream water quality. Staff prepared and submitted a grant application for the City's twelfth phase application for this program by the due date of April 28, 2023. The City Council is requested to approve the submission of this grant application and adopt the required attached OCTA project application Resolution.

---

**BACKGROUND:**

The City has previously applied for eleven phases, and received funding for ten phases, of grant funds for the installation of catch basin debris gates, also known as automated retractable screens (ARS), and most recently, connector pipe screens (CPS), which intercept and prohibit most organic materials and litter from entering catch basins and storm drains. To date, this grant program has helped provide funding for the installation of debris gates on approximately 88% of the City's catch basins and connector pipe screens on approximately 50% of the City's catch basins. This program has been implemented to improve storm water quality, meet trash control requirements, and for compliance with the intentions of Regional Permits issued under the National Pollution Discharge Elimination System Program.

OCTA recently issued a call for projects for the Tier 1 ECP to provide a new round of grant funding for catch basin debris gate installations to mitigate pollutants generated from public roadways which adversely impact storm water runoff water quality. To access these grant funds, staff has prepared the attached grant application covering 76 catch basins, subject to change, for the City's twelfth phase application of this program. Of the 76 catch basins, 54 will have CPS installed where ARS is already installed, one will have ARS installed where CPS is already installed, and 21 will have ARS and CPS installed, subject to further field verification. The 22 total ARS installation locations replace existing ARS installations done in 2011, which were of an old design not made of stainless steel that are prone to malfunction and are no longer in warranty.

The grant application was submitted to OCTA by the due date of April 28, 2023. The City Council is requested to approve the submission of this grant application, attached and adopt the required attached OCTA project application Resolution.

**CEQA FINDINGS:**

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

## OCTA Grant App for ECP Debris Gates Phase XII

May 9, 2023

Page 3

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### **FISCAL IMPACT:**

The Phase XII Environmental Cleanup Program Funding Application, in the amount of \$250,000, requires a 20% local funding match or \$50,000. Funds for this match have been included in the proposed fiscal year 2023-2024 Capital Improvement Program Budget for CIP No. 412-L.

### **ATTACHMENTS:**

- Proposed Resolution - OCTA Measure M2 Grant Program
- OCTA OC GO Project X Grant Application

## RESOLUTION NO. 2023-05-09-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE PHASE XII CATCH BASIN CPS-MOD & ARS-CL SCREEN PROJECT

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

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Laguna Hills possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City of Laguna Hills authorizes the nomination of the Phase XII Catch Basin CPS-Mod & ARS-CL Screen Project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Hills to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Hills will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Laguna Hills will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Laguna Hills will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Laguna Hills will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Laguna Hills must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Laguna Hills authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of Laguna Hills will provide a minimum of 20% in matching funds for the Phase XII Catch Basin CPS-Mod & ARS-CL Screen Project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

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

SECTION 1. The City Council of the City of Laguna Hills hereby authorizes the Public Works Director, as the official representative of the City of Laguna Hills to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Phase XII Catch Basin CPS-Mod & ARS-CL Screen Project.

SECTION 2. The City Council of the City of Laguna Hills agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED, AND ADOPTED this 9<sup>th</sup> day of May 2023

\_\_\_\_\_  
JANINE HEFT, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution  
No. 2023-05-09-X adopted by the City Council of the City of Laguna Hills, California, at a  
Regular Meeting thereof held on the 9<sup>th</sup> day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

---

JENNIFER LEE, CITY CLERK



# CITY OF LAGUNA HILLS



Environmental Cleanup Program (ECP)  
Measure M2, Tier 1 Grant Application

## **CPS-Mod™ & ARS-CL™ Screen Project, *Phase XII*** Full Capture Systems and Curb-Opening Screens

Prepared For:  
**Orange County Transportation Authority**  
600 South Main Street  
Orange, CA 92863-1584  
(714) 560-5907

Prepared By:  
  
Joe Ames, P.E.  
City of Laguna Hills  
24035 El Toro Road, Laguna Hills  
(949) 707-2655

April 9, 2023



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# PROJECT X

2023 Tier 1 Call for Projects Application for Funding

## APPLICATION INSTRUCTIONS

Local Agencies applying for Project X ECP funds are required to complete and submit this application. Any projects not in compliance with the CTFP Guidelines will not be eligible for funding.

### SECTION I: General Project Information

#### Applicant Information

|                            |                                                                                               |
|----------------------------|-----------------------------------------------------------------------------------------------|
| Agency:                    | CITY OF LAGUNA HILLS                                                                          |
| Project Title:             | PHASE XII CATCH BASIN CPS-Mod & ARS-CL SCREEN PROJECT                                         |
| Device Type(s) & Quantity: | 75 CPS-Mod <i>Full Capture Systems</i> & 100 ARS-CL Curb-Opening Screens (in 22 catch basins) |
| Project Manager:           | Joe Ames, P.E., Public Works Director/City Engineer                                           |
| Phone:                     | 949.707.2655                                                                                  |
| Email:                     | james@lagunahillsCA.gov                                                                       |

#### Proposed Funding Summary

|                       |           |                                                  |          |
|-----------------------|-----------|--------------------------------------------------|----------|
| Total Project Cost:   | \$250,000 | Local Match:<br>(Cash Only, 20% minimum)         | \$50,000 |
| M2 ECP Funds Request: | \$200,000 | Project is Part of a Larger Construction Effort: | No       |

#### Project Readiness & Schedule

|                                                  |                                          |
|--------------------------------------------------|------------------------------------------|
| City Council Approval:                           | 5/9/2023                                 |
| Design & Permitting (If Applicable)              | NA                                       |
| Award of Contract                                | 6/4/2024                                 |
| Construction/Installation (Start and Completion) | Start: 7/1/2024<br>Completion: 9/20/2024 |

#### Application Checklist

|                                                                                              | YES                                 | N/A                                 |
|----------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <b>A</b> Environmental Documentation (As Applicable)                                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>B</b> Detailed Project Estimate                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>C</b> Location Maps & Project Site Photos                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>D</b> Detailed Project Schedule                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>E</b> Design/Concept Drawings                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>F</b> City Council Resolution                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>G</b> Project Drainage Area(s), Priority Land Use(s), and BMP Location(s) shapefiles/KMZs | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>H</b> Preliminary agreements with joint and/or third-party entities (As Applicable)       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)



# PROJECT X

## 2023 Tier 1 Call for Projects Application for Funding

**Project Description** – Describe the project location and the Tier 1 type improvements proposed. If the project is included in an existing Integrated Water Management Plan, please provide details on why it was included. Use additional pages as needed.

The City's proposed project for OCTA's Project X grant funds installs Tier 1 type connector pipe screens (CPS-Mod) and curb-opening automatic retractable screens (ARS-CL) in MS4 catch basins (CBs) in the north, central and south of Laguna Hills. The 76 CBs targeted for these BMP devices receive storm water runoff from 408 total acres in 2 watersheds. Fifty-seven CBs are in Aliso Creek Watershed and flow into Aliso Creek, travel through Aliso Viejo, Laguna Niguel, Unincorporated Orange County, and Laguna Beach before discharging into the Pacific Ocean at Aliso Beach. The project's other 19 CBs flow into San Juan Creek Watershed.

The locations in the north are CBs in need of storm water device protection are commercial or arterial primary land use (PLU) areas. These are in the business district, Avenida Carlota, Mouton Parkway, and Los Alisos Blvd. All these locations receive high volumes of traffic and transportation related pollutants. These CBs drain through Aliso Creek. Only the arterial Cabot Road drains into San Juan Creek.

The G2 Construction fabricated and installed CPS-Mod™ *Full Capture System* and ARS-CL™ are the City's selected Tier 1 BMPs because they provide two levels of pollutant filtration. The ARS-CL devices screen the entire width of curb-openings to prevent pollutants 3/4" or larger from entering. The CPS-Mod is a State Water Board certified as a *Full Capture System (FCS)* that installs around the CB discharge pipe and prevents everything 5mm or larger from escaping the CB and flowing downstream.

The pollution reduction benefits meet both the fractional percent of 1-yr, 1-hr event peak flowrate and the fractional percent of the 85<sup>th</sup> percentile of the 24-hr design event (see Attachment A calcs). These ARS-CL and CPS-Mod BMP devices are 100% effective in capturing visible pollutants, and after evaluating many other BMP types we continue to believe these are by far the best choice for Laguna Hills.

This project will install 75 CPS-Mod screens in 75 CBs. About 2/3 of these CBs have an existing ARS-CL, and the other 1/3 already have one installed. This project will install 100 ARS-CL screens in 22 CBs. Twenty-one of these CBs also receive a new CPS-Mod. This project includes custom design, fabrication, and installation by our contractor G2 Construction.

In 2011 the City funded a pilot program and installed first-generation ARS in many of the CBs targeted this year. While those old-design ARS were effective during their 3-year warranty they were prone to malfunction, were not made of stainless steel, and are no longer functioning or useful. The ARS-CL is a significant upgrade in design and quality from earlier curb screens. Installing ARS-CL to replace old and failing screens was approved by ECP Project X management in 2019 because none of the old screens were funded by OCTA and beyond useful life.

Based on the City's budget timing and past experience, installations will begin four months after executing an Agreement with OCTA. G2 Construction has always successfully finished our projects within several months of receiving an agreement and we expect next year will be the same. The ARS-CL installed in the City have had a positive effect on public awareness. Residents of Laguna Hills and visitors see the attractive stainless-steel screens protecting storm water throughout the City. By monitoring and measuring what comes out of our CBs and maintaining our installed devices we continue to build our storm water treatment knowledge and improve the environment.

Since 2013, City Staff have chosen to have G2's ARS-CL and CPS-Mod screens installed with assistance from this OCTA ECP Tier 1 grant program. Thank you in advance for consideration of this grant application.



## SECTION II: Detailed Project Information & Scoring

1. Describe the need for the selected BMP(s), including nexus to transportation pollutants, and detail the benefits to water quality the BMP(s) will achieve. **(up to 15 Points)**

The City needs the selected CPS-Mod™ and ARS-CL™ screens installed in our existing MS4 catch basins (CBs) because they are highly effective at capturing pollutants, trash, and debris during and before storm events. This project will install devices in 76 CBs with a direct nexus to transportation pollutants throughout the City including Priority Land Use (PLU) areas with commercial use, arterial roadways, and roadways to residences. When it rains all storm water flushes the trash, pollutants, and debris from the area's properties, roadways, sidewalks, and parking lots (See Maps in Attachment C) into the CBs targeted in this project. Both BMP devices are excellent at capturing this pollution in Laguna Hills before it flows out of the City.

The CPS-Mod and ARS-CL screens protect water quality from 408 acres in 2 watersheds. The northern and south-central 57 CBs are in the Aliso Creek Watershed and flow into Aliso Creek, and the eastern 19 CBs flow to San Juan Creek. Both watershed 303(d) pollutants and discharge into the Pacific Ocean.

The ARS-CL curb-opening screens stop all trash and debris that is  $\frac{3}{4}$ " or greater from entering the CBs during dry weather, and the City's street sweeping program collects these pollutants monthly. These devices will be installed in 22 CBs that collect drainage from commercial, arterial, and residential areas. This project will install ARS-CL screens covering 359 linear feet of curb-openings and protect 110 acres. The ARS-CL captures 85 to 90% of debris that flows into CBs and clog the 5mm holes of the CPS-Mod and impair that screen's treatment capacity.

The CPS-Mod *Full Capture System* is extremely effective as the final line-of-defense when trash and debris escapes past the ARS-CL during heavy storm events. The CPS-Mod's patented design stops 100% of particles 5mm or larger from exiting the CB and flowing downstream and is certified by the State Water Board. This project will install 75 CPS-Mod in CBs and will protect 403 acres of drainage. The designed CPS-Mod are sized to exceed the 1-year, 1-hour storm event (See Attachment A calcs).

The benefits to water quality that this project will achieve include capturing all pollution from 408 acres from entering OC's waterways through MS4 catch basins. This will reduce the 303(d) pollutants downstream (including Selenium, Total Nitrogen as N, and Toxicity). It will also reduce visible pollutants in OC creeks and on beaches, and this will reduce the negative and deadly impacts to fish and wildlife. This project is estimated to capture almost 4,400 cubic feet of trash and debris yearly (see Attachment E) from CBs along transportation routes where vehicles deposit metals (copper lead, zinc), tire wear, hydrocarbons, and people generate trash. The residential areas also generate pollutants from landscaping (organic chemicals and compounds, sediment, nutrients, decaying vegetation), animal waste, vehicle metals, and litter that contribute to downstream pollution.

Both devices are custom fabricated by G2 Construction from 304 stainless-steel and installed to fit each unique CB and come with a 10-year warranty. Installing these BMPs is the City's best opportunity to stop the highest volume of transportation-generated pollutants at their source before exiting the City's CBs and traveling downstream through Orange County. These devices are an excellent fit with the City's street sweeping and CB maintenance programs and are very cost effective relative to alternative solutions.

In summary, this project will install 75 CPS-Mod in 75 CBs, and 100 unique ARS-CL screens in 22 CBs. We have again selected G2 Construction's ARS-CL and CPS-Mod because they are highly effective and robust, are OCTA ECP and OCPW approved, and the greatest value of the Tier 1 BMP choices. The City's experience with G2 and their devices has been very positive, and we are pleased with their product effectiveness and the company's level of service.



# PROJECT X

## 2023 Tier 1 Call for Projects Application for Funding

2. Based on information provided by the applicant, a cost/benefit calculation will be conducted to compare the total project cost to the area of priority land uses treated by the proposed BMP(s). Please complete the table below: **(up to 16 points)**:

|                                                                                                                                                                                                                                                                                    | BMP(s)                                    |                                  |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------|----------------------|
|                                                                                                                                                                                                                                                                                    | Type 1                                    | Type 2, etc.                     |                      |
| Type(s) of BMP(s) proposed:                                                                                                                                                                                                                                                        | CPS-Mod™<br>Full Capture<br>Systems by G2 | ARS-CL™<br>Curb Screens<br>by G2 |                      |
| Number of each BMP type:                                                                                                                                                                                                                                                           | 75                                        | 100                              |                      |
| Total drainage area(s) contributing to each BMP type:                                                                                                                                                                                                                              | 403                                       | 110                              | Total                |
| Drainage area(s) that is/are considered Priority Land Uses*:                                                                                                                                                                                                                       | 63                                        | 25                               | 63                   |
| Total Project Cost:                                                                                                                                                                                                                                                                |                                           |                                  | \$250,000            |
| Cost/Benefit (\$/ac of priority land uses):                                                                                                                                                                                                                                        |                                           |                                  | \$3,968              |
| Project Score (to be completed by OCTA):                                                                                                                                                                                                                                           |                                           |                                  | Click to enter text. |
| *Refer to City General Plans for general land use distribution/coverage information. Refer to the Statewide Trash Provisions for a complete definition of Priority Land Uses (e.g. high density residential, industrial, commercial, mixed urban, public transportation stations). |                                           |                                  |                      |

3. Pollutant Reduction Benefits: Project benefits will be based on treatment capacity and BMP type. Applicant to provide the calculations used to determine the following scores: **(up to 12 points)**:

| Line           | Factor                                                                                                                                                                                                        | Points Available | Multiplier | Line Score |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|------------|
| A              | Fractional percent of 1-yr, 1-hr event peak flowrate treated by the BMP(s)                                                                                                                                    | 0 to 1           | 3          | 3          |
| B              | Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP(s)                                                                                                                       | 0 to 1.5         | 3          | 4.5        |
| C              | BMP Multiplier:<br>•0 points if BMP is not low-impact development (LID) or treatment control<br>•1/3 point for high capacity systems<br>•2/3 point for filters/biofilters<br>•1 point for zero-discharge BMPs | 0 to 1           | 6          | 0          |
| Project Score: |                                                                                                                                                                                                               |                  |            | 7.5        |

**Scoring Equation (Max 12 points): (Ax3) + (Bx3) + (Cx6)**  
*Calculations may be provided on a separate sheet*



4. How effectively will the proposed project deal with the more visible forms of pollutants, such as litter and debris? **(up to 10 points)**

The City's proposed project is extremely effective in preventing visible forms of pollutants from entering waterways and ending up in the receiving waters downstream and on County beaches. With the installation of this project's CPS-Mod and ARS-CL devices we know that 100% of visible pollution that enter the targeted CBs will be captured in Laguna Hills, and 0% of this trash and debris will flow out of the City into the Aliso Creek Watershed or San Juan Creek Watershed.

Our project has two excellent lines of storm water protection that ensures no visible pollution escapes these catch basins.

First, the *full capture system* CPS-Mod™ will stop 100% of visible pollutants that get past the ARS-CL and enter the catch basin. The CPS-Mod devices will capture everything 5mm and larger from exiting the catch basin and entering the connector pipe and waterways. These visible pollutants such as plastic (bottles, cups, bags, wrappers, containers, straws, utensils), face masks, Styrofoam (packaging, food containers, cups), aluminum and metal cans, cardboard, paper, cigarette butts, and more are screened from the water before ever entering the connector pipe and waterways.

Second, the ARS-CL™ screens are designed to stop the most visible pollutants from ever entering our catch basins. The ARS stops everything ¾" or larger from entering the catch basin and our weekly street sweeping program removes this debris quickly. Also, the ARS-CL screens close off the entire curb opening of our catch basins, and physically prevent people from consciously or unconsciously putting trash into the catch basin. This acts as an excellent deterrent to polluters and reminds everyone that trash and pollutants should never be discarded into the storm drain system.

The proposed CPS-Mod and ARS-CL project is the most effective solution for stopping the most visible forms of pollutants from entering the storm water system. Installation of these catch basin devices is the most cost-effective method for preventing trash from traveling downstream. This enables the City to continue installing and maintaining these devices throughout the City.

The City of Laguna Hills has been advocating for a clean environment for decades, and educating the public is an essential part of this commitment. When our residents see installed catch basin screening devices they understand that trash and other items should not be disposed of in the catch basin. This education is expected to reduce the amount of pollution generated and that our new devices will need to stop.





5. What other BMP types were considered for this project? Why was the proposed BMP chosen? **(5 points)**

The City considered many alternative BMPs prior to selecting G2's CPS-Mod and ARS-CL screens.

1. Hydrodynamic separators (HDS) were considered, but the cost and value did not justify pursuing this BMP. The cost per acre for treatment was very high. Laguna Hills has more than 500 catch basins, and HDS systems are not practical.

2. Bioretention basins have some advantages that the City finds appealing, but the availability of City owned land in appropriate locations limits the options. Also, the cost per location makes it difficult to justify given the City's existing CBs. Additional research is needed before selecting this BMP.

3. Filter baskets inside catch basins were tested several years ago, but they had limits to their effectiveness and had high maintenance needs. Plus, filter baskets are not considered a full-capture system. In all respects, less attractive than the selected devices.

4. Permeable pavement is a good option for allowing stormwater to pass water into the ground below, but it does not have a trash capture element to it.

5. Irrigation systems were considered but not a good alternative at this time.

We selected the CPS-Mod and ARS-CL for this project because they deliver greater value than the other options. Effectiveness and affordability for these custom fabricated and installed systems allows for a high number of CBs to be installed.

Additional Info. The City participants in several BMP programs now:

A. Street sweeping. The City has our arterial streets swept weekly and residential streets swept twice per month. Sweeping in conjunction with our installed ARS-CL is extremely effective in preventing trash from entering our catch basins.

B. Litter control through enforcing anti-litter laws; providing litter receptacles in busy and high pedestrian traffic areas of the community such as at bus stops and along trails.

C. Cleaning litter receptacles on a regular basis to avoid litter overflow.

D. Waste reduction by promoting recycling and providing recycling containers in busy, high pedestrian traffic areas of the community.

E. Community education in the form of posters in public places, door hangers, school visits, and clean-up campaigns. The problem with these is they are labor intensive, costly, and require ongoing support. They also do not completely change people's behavior.



6. Provide information on proposed BMP performance efficiency and/or effectiveness, including pollutant capture, storage capacity, flow capacity, etc. **(up to 6 points)**

Performance Effectiveness:

CPS-Mod™ - 100% reduction in pollutant capture 5mm or larger. *Full Capture System* certified.  
ARS-CL™ - 88% reduction in litter, debris, and pollutants (by weight).

Storage Capacity:

CPS-Mod™ - 30 cubic feet (W=7'); 55 cubic feet (W=14')  
ARS-CL™ - unlimited volume prevented from entering CB. Works in combination with street sweeping to collect pollutants and debris.

Filtered Flow Rates in CFS (cubic feet per second) at 75% of maximum:

CPS-Mod™: 4.5 sqft screen = 4.9 CFS; 6.0 sqft = 6.5 CFS; 9.0 sqft = 12.9 CFS;  
11.0 sqft = 15.8 CFS @ 5mm  
ARS-CL™: 3.5' = 1.45 CFS; 5' = 2.13 CFS ; 7' = 2.93 CFS ; 10' = 4.31 CFS ; 14' = 6.02 CFS ;  
21' = 8.99 CFS ; 28' = 12.08 CFS @ 3/4" filter.

Performance:

The CPS-Mod™ device was tested in a controlled environment for filtration rates and filtration effectiveness. The CPS-Mod filtration rate exceeded the rates listed above, and captured 100% of debris that was 5mm or larger. (see *Filtered Flow Rate Testing – G2 CPS-Mod, Jan. 2019*)

General

CPS-Mod is *Full Capture System* certified by State Water Board. It effectively captures 100% of litter, debris, and pollutants that are 5mm or larger. Each device is customized to the catch basin were installed and the screen size can be increased to provide higher rates of flow treatment filtration. Trash capture capacity depends on the size of the CB. Catch basin cleaning is required.

ARS-CL effectively prevents litter and objects 3/4" or larger from entering the catch basin, and reduces materials in the catch basin by 85-95%. Each screen is ~3.5' long and it is custom sized to each curb-opening. Between 1 and 10 unique screens are installed in each CB, and street sweeping is required. Generally, each linear foot of ARS-CL will prevent 6 cubic feet of debris from entering the CB annually, depending on the location.

Specific to Laguna Hills Project X 2023-24

**Pollutant Capture & Storage Capacity.** The CPS-Mod and ARS-CL devices installed on this project are projected to capture 4,398 cubic feet of trash and debris annually (see Attachment E calculations). Given the 359 linear feet of ARS-CL curb-screen, targeted CB interior volume, and the City's maintenance program these devices can easily capture this much trash and debris and still maintain 1-year, 1-hour treatment requirements.

**Flow Treatment Capacity.** These devices will treat 100% of the 1-yr, 1-hr peak storm event and 100% of the 85<sup>th</sup> percentile of the 24-hr storm event. (See Attachment A for details)

Additional Research

City Research. Additionally, in 2005-2006, the City of Laguna Hills participated in the Sulphur Solution Project with the City of Laguna Niguel. One key component of the project was to install automatic retractable screens (ARS) in catch basins across the City. In 2006, following installations, the City's catch basins were cleaned and the trash, debris, soil and "muck" was measured and the data was analyzed.

Data analysis showed that ARS retrofitted catch basins had a 70% drop in the volume of trash and an 81% drop in the volume of soil/muck/sediment, as compared with similar catch basins without ARS screens. Average volume in catch basins without ARS was 4.7 cubic feet, while average volume with ARS was 1.4 cubic feet. Net reduction of 3.3 cf per CB. The City's street sweeper collected removed the debris prior to entry in the CB. This data was submitted to the San Diego Regional Water Quality Control Board that year.





# PROJECT X

## 2023 Tier 1 Call for Projects Application for Funding

7. Project Readiness: How long after OCTA Board of Directors approval (September 2023) will the project be operational (select one)? **(up to 6 points):**

☐ <4 Months  
6 Points

☒ 4 – 8 Months  
4 Points

☐ 8 – 12 Months  
2 Points

☐ > 12 Months  
1 Point

8. Will the project provide any secondary benefits beyond water quality improvements (i.e., water-use efficiency, public awareness, flood control, recreation, habitat, sustainability)? **(up to 5 points)**

The secondary benefits, beyond water quality improvements, are many and include:

1. Public Awareness about the importance of storm water quality, and the need to protect it from trash and pollutants, is a major benefit of this project. It shows children and adults that catch basins need to be protected from pollution. The City's installation of ARS-CL and CPS-Mod throughout the City shows the public that protecting rainwater systems is a very high priority.
2. Human health and safety dangers are reduced during recreation. Children and adults playing or working in streams, waterways, and on beaches downstream. Reduction of trash, toxins, bacteria, and sharp objects is a significant public benefit.
3. Habitat health and safety of fish, aquatic life, birds, and wildlife that eat trash or toxins hoping it is food are better protected by the BMPs in this project. Plastics and trash lead to the death of animals that ingest it or get entangled. If one species is negatively impacted, then it can impact all the animals in the eco-system.
4. Sustainability of the City's storm drain network, local streams and the soil and vegetation around it, will accumulate fewer pollutants over the short and long term. Preventing contamination will protect the sustainability of the system over time.
5. Home values may be improved in areas with the ARS-CL and CPS-Mod devices. The high-quality stainless-steel screens are viewed as environmentally positive, and likely to attract buyers interested in a high-quality location.
5. Economically, the less visible trash in waterways and on beaches, the more tourism and interest in Orange County. This can be a significant benefit to the local economy. Conversely, if a beach is closed due to bacteria or other harmful pollutant, then it has a significant negative impact on OC economies.



9. What is the methodology for measuring pollutant reduction before and after the BMP is implemented? How frequently will monitoring and performance assessment occur? **(up to 10 points)**

The City has a multi-step methodology for measuring pollutant reduction and monitoring performance.

1. The volume of debris removed from the City's catch basin during cleanings will be measured. The post-BMP installation levels will be compared to pre-BMP historical data, and analysis of the effectiveness of the CPS-Mod and ARS-CL devices will be made. This data will be reported to the RWQCB as a part of the annual report.
2. City staff will visually inspect each CPS-Mod and ARS-CL device installed twice per year. This is to ensure the devices are functioning at 100% and capturing pollutants as designed.
3. City street maintenance staff drive the City's streets daily and make visual observations about the volume of trash and debris stopped by the ARS-CL outside of the catch basin. Feedback about the amount of debris will help determine if special cleaning actions or extra street sweeping is needed. Prior to storms, and immediately after, catch basins with these BMPS are checked.
4. Discussions with street sweeping crews regarding the quantity and types of trash found in front of catch basins will help to build understanding of the types and quantity of pollution being stopped.



10. Provide an operations and maintenance plan for the lifespan of the proposed project. Include schedule of inspections, cleaning, removal and disposal of pollutants, repairs, etc. **(up to 15 points)**

Operations and Maintenance Plan for the lifespan of the proposed CPS-Mod and ARS-CL devices:

1. **INSPECTIONS** of the devices two times per year by the City's street maintenance staff or contractor. Inspections of both ARS-CL will include a mechanical check of the locking system per manufacturer guidelines. Both systems will be checked for damage and irregularity, and verified as functioning as designed.
2. **CLEANING** the Streets and in front ARS-CL devices will be performed by a street sweeping company contracted by the City. Per the manufacturer, street sweeper brushes are an acceptable method of cleaning the type 304 stainless-steel screens. This will remove any debris, vegetation, or mud that may be stuck to the screen and may prevent it from closing or functioning properly.
3. **CLEANING** the Catch Basins with CPS-Mod inside will be 1 to 4 times annually, depending on the CBs need. Typically scheduled in October prior to the rainy season, January, and May. Any hazardous material will be contained and disposed of properly.
4. **REPAIRS**, if needed, will be made after each inspection or cleaning. Issues identified will be documented with photos and a description during the inspection or cleaning, and then will be fixed. G2 Construction will repair non-functioning devices with the 10-year warranty.
5. **POST-STORM**. After each storm event, the street maintenance crews will check the ARS-CL devices visually from outside the catch basin to observe if the screen is closed / open, blocked, or damaged. This will identify problems generated by the storm, and allow modifications are actions prior to the next scheduled sweeping, cleaning, or inspection. Crews can act immediately or schedule activities to remove objects preventing ARS-CL screen closure and/or locking or make minor fixes per the manufacturer's operations and maintenance guidelines.
6. **WARRANTY** service, if needed, will be provided by G2 Construction. All devices installed as part of this project will be maintained in full functioning capacity for the lifespan of the BMP.
7. **FULL CAPTURE SYSTEMS**. The CPS-Mod will be closely monitored, per the O&M plan described above, to function as Full Capture Systems that always meet the 5mm capture requirements during 1-Hour, 1-Year Storms, per Water Board's Trash Amendment regulation.



# PROJECT X

## 2023 Tier 1 Call for Projects Application for Funding

11. BONUS: Is the proposed local match over the 20% minimum cash match requirement? If yes, enter match rate here. **(0.5 points for each 5% overmatch, up to 5 points)**

The proposed City match is 20%.

*Note: In-kind services are not eligible as local match*

### SECTION III: Additional Project Details

#### Match Sources

Other Grants: Non-M2 competitive grants may be used as match. Any grants used as match must be dedicated to the project for match credit to be received. Please list the name and amount of the grants being proposed as match.

City of Laguna Hills – General Fund

#### Supplanting or Replacing Funds

ECP funds are designed to supplement, not supplant, existing water quality programs. Proposed projects must improve and not replace existing pollution reduction efforts by an eligible party. Please clarify that the proposed project will not be supplanting any existing water quality programs or other obligations.

The City's proposed project supplements existing water quality programs. The proposed project will not supplant any existing water quality program.

#### Joint Applicant Information *(if applicable)*

See program guidelines for details on joint applicant applications and enter the details below.



# PROJECT X

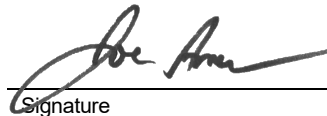
## 2023 Tier 1 Call for Projects Application for Funding

|                                         |                                       |
|-----------------------------------------|---------------------------------------|
| Local Agency: None. No joint applicant. | Local Agency: Click to enter text.    |
| Project Manager: Click to enter text.   | Project Manager: Click to enter text. |
| Phone: Click to enter text.             | Phone: Click to enter text.           |
| Email: Click to enter text.             | Email: Click to enter text.           |
| <b>Additional Comments</b>              |                                       |
| Click here to enter text.               |                                       |

*I hereby certify that the information provided herein this form is accurate and consistent with accompanying documentation. I further certify that the above information has been approved by Council resolution and that awarded funds will not be used outside of their intended purpose.*

Joe Ames, P.E.

Name (Print)



Signature

4/24/2023

Date

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)

## **ATTACHMENTS**

- A. Calculations & Support Documentation for Question #2 and #3**
- B. Detailed Project Estimate & Warranty**
- C. Location Maps & Project Site Photos**
- D. Detailed Project Schedule**
- E. Design Drawings**
- F. City Council Resolution**
- G. Project Drainage Areas, Priority Land Uses, BMP Location  
& KMZ Files**
- H. Vendor and Installer Qualifications**

**A. Calculations & Support Documentation  
for Questions #2 and #3**



**City of Laguna Hills**Analysis for G2 Construction's CPS-Mod™  
and ARS CL™ devices**2. Cost / Benefit Calculation for priority land uses treated by proposed BMP(s).**

|                                                                                                                                                                      | BMP(s)                              |                                    |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------|-----------|
|                                                                                                                                                                      | Type 1                              | Type 2                             |           |
| Type(s) of BMP(s) proposed                                                                                                                                           | CPS-Mod™ Full Capture Screens by G2 | ARS-CL™ Curb Opening Screens by G2 |           |
| Number of each BMP type:                                                                                                                                             | 75                                  | 100                                |           |
| Total drainage area(s) contributing to each BMP Type: (Acres)                                                                                                        | 403                                 | 110                                | Total     |
| Drainage area(s) considered Priority Land Uses: (Acres)                                                                                                              | 63                                  | 25                                 | 63        |
| Total Project Cost                                                                                                                                                   |                                     |                                    | \$250,000 |
| Cost / Benefit (\$/acres of priority land uses):                                                                                                                     |                                     |                                    | \$3,968   |
| Project Score                                                                                                                                                        |                                     |                                    |           |
| *Per City General Plans for land use and Statewide Trash Provisions (high density residential, industrial, commercial, mixed urban, public transportation stations). |                                     |                                    |           |

**3. Pollutant Reduction Benefit: Treatment capacity and BMP Type:**

| Line           | Factor                                                                                  | Points | Multiplier | Line Score |
|----------------|-----------------------------------------------------------------------------------------|--------|------------|------------|
| A              | Fractional percent of 1-yr, 1-hr event peak flowrate treated by the BMP(s)              | 1.0    | 3          | 3          |
| B              | Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP(s) | 1.5    | 3          | 4.5        |
| C              | BMP Multiplier                                                                          |        |            |            |
| Project Score: |                                                                                         |        |            | 7.5        |

## City of Laguna Hills

Analysis for G2 Construction's CPS-Mod™ and ARS CL™ devices

### PROJECT SUMMARY

Land Use : Commercial, Arterial Road, and Residential

BMP: CPS-Mod™ and ARS-CL™ by G2 Construction, Inc.

75 CPS-Mod™ Full Capture Systems

100 ARS-CL™ Curb Opening Screens

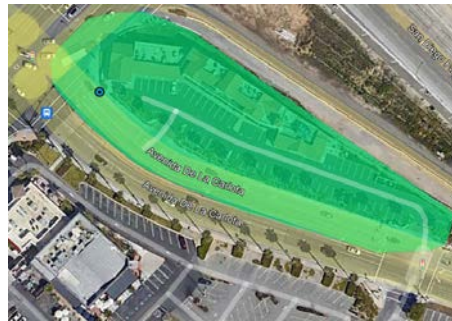
408 Acres Total Drainage Area

63 Acres PLU Area

85% Land use impervious (est.)

\$250,000 Total project Cost:

\$3,968 /Acre Cost per PLU



## City of Laguna Hills

Analysis for G2 Construction's CPS-Mod™ and ARS CL™ devices

### 3.A. Fractional percent of 1-yr, 1-hr event peak flowrate treated by the BMPs:

#### Mixed Flow/Volume BMPs

#### BMP 1: CPS-Mod™ Full-Capture Screens by G2

| Criteria                                                                 | Value  | Unit    |
|--------------------------------------------------------------------------|--------|---------|
| $C = (0.75 \times \text{imp}) + 0.15 =$                                  | 0.7875 |         |
| $i = 1\text{-yr, 1hr intensity} =$                                       | 0.429  | in/hr   |
| Land Imperviousness                                                      | 85%    |         |
| Acres                                                                    | 403    |         |
| G2 Construction's CPS                                                    | 75     | screens |
| $A = \text{Avg/ contrib. DA per CPS} =$                                  | 5.4    | ac      |
| Avg. 1-yr, 1-hr peak flowrate (Q) =                                      | 1.8    | cfs     |
| G2 CPS-Mod design flowrate average this project                          | 5.5    | cfs     |
| Fractional percent of 1-yr, 1-hr event filtered by BMP (Calc). Max= 100% | 303%   |         |
| Score (Max=1.0) =                                                        | 1      |         |

#### Q3.A Weighted Score:

1

#### BMP 2: ARS-CL™ Curb Opening Screens by G2

| Criteria                                                                 | Value  | Unit    |
|--------------------------------------------------------------------------|--------|---------|
| $C = (0.75 \times \text{imp}) + 0.15 =$                                  | 0.7875 |         |
| $i = 1\text{-yr, 1hr intensity} =$                                       | 0.429  | in/hr   |
| Land Imperviousness                                                      | 85%    |         |
| Acres                                                                    | 110    |         |
| G2 Construction's ARS                                                    | 100    | screens |
| $A = \text{Avg/ contrib. DA per ARS screen} =$                           | 1.1    | ac      |
| Avg. 1-yr, 1-hr peak flowrate (Q) =                                      | 0.4    | cfs     |
| G2 ARS-CL design flowrate average this project                           | 1.45   | cfs     |
| Fractional percent of 1-yr, 1-hr event filtered by BMP (Calc). Max= 100% | 391%   |         |
| Score (Max=1.0) =                                                        | 1      |         |

All calculations based on OCTA Workshop presentation.

#### Q3.A (1-yr, 1-hr Capacity): Mixed Flow/Volume BMPs

##### A Fractional percent of 1-yr, 1-hr event peak flowrate treated by the BMP(s)

| BMP 1: Connector Pipe Screen                                             |       |       | BMP 2: Detention Basin                                     |         |       |
|--------------------------------------------------------------------------|-------|-------|------------------------------------------------------------|---------|-------|
| Criteria                                                                 | Value | Unit  | Criteria                                                   | Value   | Unit  |
| $C = (0.75 \times 75\%) + 0.15 =$                                        | ~0.71 |       | $C = (0.75 \times 75\%) + 0.15 =$                          | ~0.71   |       |
| $i =$                                                                    | 0.43  | in/hr | $i =$                                                      | 0.43    | in/hr |
| $A = \text{Avg. contrib. DA per CPS} = 85 \text{ ac}/38 \text{ units} =$ | 2.2   | ac    | $A = \text{Contributing DA to Basin} =$                    | 100     | ac    |
| Avg. 1-yr, 1-hr peak flowrate (Q) =                                      | 0.69  | cfs   | $V_{\text{detention}} = 1\text{-yr, 1-hr runoff volume} =$ | 111,214 | cf    |
| CPS design flowrates =                                                   | 1.5   | cfs   | Example basin design volume =                              | 206,000 | cf    |
| Fractional percent of 1-yr, 1-hr event travelling to BMPs =              | 1     |       | Fractional percent of 1-yr, 1-hr event captured by BMP =   | 1       |       |
| $1.5/0.69 =$                                                             |       |       | $206,000 \text{ cf}/111,214 \text{ cf} = 1.9 =$            |         |       |

##### Q3.A Weighted Score:

$$\frac{(\text{BMP1 Score})(\text{BMP1 DA}) + (\text{BMP2 Score})(\text{BMP2 DA})}{\text{BMP1 DA} + \text{BMP2 DA}} = \frac{(1)(85 \text{ ac}) + (1)(100 \text{ ac})}{185 \text{ ac}} = 1$$

Tier 1

43

## City of Laguna Hills

Analysis for G2 Construction's CPS-Mod™ and ARS CL™ devices

### 3.B. Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP

Calculate the design flowrate equivalent to design volume:

#### BMP 1: CPS-Mod™ Full-Capture Screens by G2

| Criteria                                                                   | Value      | Unit  |
|----------------------------------------------------------------------------|------------|-------|
| $C = (0.75 \times \text{imp}) + .15 =$                                     | 0.7875     |       |
| $i = \text{equivalent BMP design intensity} =$                             | 0.26       | in/hr |
| Land Imperviousness                                                        | 85%        |       |
| $A =$                                                                      | 403        | ac    |
| Design Storm Flowrate (Q) =                                                | 83         | cfs   |
| G2 CPS-Mod design flowrate average this project                            | 5.5        | cfs   |
| Total CPS-Mod design flowrate (from manufacturer) =                        | 413        | cfs   |
| Fractional percent of 85th percentile, 24 hr event, that could be treated. | 500%       | cfs   |
| <b>Max Available Points</b>                                                | <b>1.5</b> |       |

#### BMP 2: ARS-CL™ Curb Opening Screens by G2

ARS-CL filtration is in addition to CPS-Mod filtration.

| Criteria                                                                   | Value      | Unit  |
|----------------------------------------------------------------------------|------------|-------|
| $C = (0.75 \times \text{imp}) + .15 =$                                     | 0.7875     |       |
| $i = \text{equivalent BMP design intensity} =$                             | 0.26       | in/hr |
| Land Imperviousness                                                        | 85%        |       |
| $A =$                                                                      | 110        | ac    |
| Design Storm Flowrate (Q) =                                                | 22         | cfs   |
| G2 ARS-CL design flowrate average this project                             | 1.45       | cfs   |
| Total ARS-CL design flowrate (from manufacturer) =                         | 145        | cfs   |
| Fractional percent of 85th percentile, 24 hr event, that could be treated. | 645%       | cfs   |
| <b>Max Available Points</b>                                                | <b>1.5</b> |       |

All calculations based on OCTA Workshop presentation.

### Q3.B (WQ Storm Hydrology): Connector Pipe Screen Example

B Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP(s)

Calculate the design flowrate equivalent to design volume:

| Criteria                                                                                                                             | Value | Unit  |
|--------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| $C = (0.75 \times 75\%) + 0.15 =$                                                                                                    | 0.71  |       |
| $i = \text{equivalent BMP design intensity} =$                                                                                       | 0.19  | in/hr |
| $A =$                                                                                                                                | 3     | ac    |
| Design Storm Flowrate (Q) = $(0.71)(0.19 \text{ in/hr})(3 \text{ ac}) =$                                                             | 0.4   | cfs   |
| CPS design flowrate (from manufacturer) =                                                                                            | 1.5   | cfs   |
| Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP = $1.5/0.4 = 3.75$ (max available points = 1.5) | 1.5   |       |



## City of Laguna Hills

Analysis for G2 Construction's CPS-Mod™ and ARS CL™ devices

### 3.A. Precipitation Intensity

Precipitation Intensity "i": **0.429** (0.360-0.516)

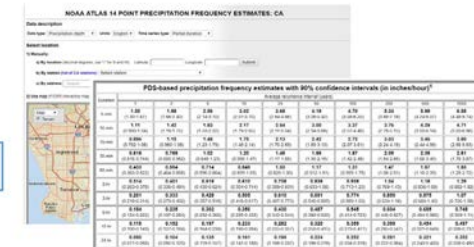
Source: NOAA Precip Frequency Estimates: CA



Website QR Code

Used to calculate 1-yr, 1-hr event peak flowrate

#### NOAA Precip Frequency Estimates: CA



### 3.B. Design Storm Depth

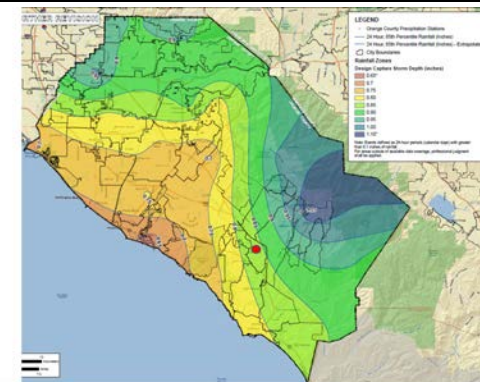
Design Capture Storm Depth = **.85"**

Source:

Orange County Public Works. 2013  
Technical Guidance Document (TGD) for the Preparation of  
Conceptual/Preliminary and/or Project Water Quality Management Plans (WQMPs)



Used to calculate 85th percentile,  
24-hr design storm runoff



### 3.B. Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP

Use multiplier to calculate the design storm intensity equivalent to the design storm depth:

|                                           |      |       |
|-------------------------------------------|------|-------|
| Time of Concentration (Tc)                | 5    | Min   |
| Tc Multiplier                             | 0.26 | in/hr |
| Fraction of design storm entering the BMP | 100% |       |
| Equivalent BMP Design Intensity           | 0.26 | in/hr |

Modeled for High Intensity

#### Q3.B (WQ Storm Hydrology): Connector Pipe Screen Example

B Fractional percent of 85th percentile, 24-hr design event that is treated by the BMP(s)

Use multiplier to calculate the design storm intensity equivalent to the design storm depth:

|                                                       |      |       |
|-------------------------------------------------------|------|-------|
| Time of Concentration (Tc) [assumed for this example] | 20   | min   |
| Tc Multiplier                                         | 0.19 | in/hr |
| Fraction of design storm entering the BMP             | 100% |       |
| Equivalent BMP design intensity (0.19 in/hr)(100%)    | 0.19 | in/hr |

Table V1.1: Table of Multipliers for Computing Retarding Design Storm Intensity

| Time of Concentration, minutes | Multiplier for Design Storm Intensity |
|--------------------------------|---------------------------------------|
| 10                             | 0.15                                  |
| 20                             | 0.19                                  |
| 30                             | 0.22                                  |
| 40                             | 0.24                                  |
| 50                             | 0.26                                  |
| 60                             | 0.27                                  |
| 70                             | 0.28                                  |
| 80                             | 0.29                                  |
| 90                             | 0.30                                  |
| 100                            | 0.31                                  |

Tier 1

16

## **B. Detailed Project Estimate & Warranty**

# QUOTE

## CITY OF LAGUNA HILLS

### G2 CPS-Mod™ & ARS-CL™ Installations

(OCTA Measure M2 Environmental Cleanup Program, Tier 1)

|           |                                                                                                   |                                                                                |                                       |
|-----------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------|
| Customer: | <b>City of Laguna Hills</b><br>24035 El Toro Dr.<br>Laguna Hills, CA 92653                        | Prepared:                                                                      | 4/8/2023<br><br><i>Eric H. Taylor</i> |
| Contact:  | Joe Ames, P.E.<br>Public Work Director / City Engineer<br>949.707.2655<br>james@lagunahillsCA.gov | By: Eric H. Taylor<br>VP BusDev, G2 714.679.2550<br>etaylor@G2Construction.com |                                       |

### DESCRIPTION

G2 proposes to fabricate and install both our patented CPS-Mod™ *Full Capture Systems* in 75 City catch basins (CBs), and 100 ARS-CL™ curb-opening screens in 22 CBs. Each catch basin will receive between 1 and 10 unique ARS-CL™ screens depending on the curb-opening width.

The CBs receiving devices are in areas with a direct connection to transportation-generated pollution. The project covers 63 acres of priority land use (PLU) stormwater drainage in commercial, arterial and medium density residential. These areas are found in the north, central and east areas of the City. All of these catch basins will receive CPS-Mod and ARS-CL systems unless they already have an existing device. These commercial and transportation routes result in vehicle deposits of metals such as copper, lead, and zinc as well as litter from vehicles and buses, and this project will capture the pollutants in these areas. G2 will also install in CPS-Mod full capture systems in residential areas that will protect an additional 331 acres of non-PLU areas.

This proposal utilizes G2's master purchase agreement with OCPW, MA-080-20011478 for Trash and Debris Capture Devices for the City of Laguna Hills OCTA ECP grant application for 2023-24. The City is eligible for this piggyback contract pricing which guarantees the best product, service, and pricing.

Products and services include custom fabrication and installation of CPS-Mod™ and ARS-CL™ devices made of 304 stainless steel (approved for OCTA Measure M2 funding) . Plus warranty.

| Count | LH CB ID# | PLU CB | STREET NAME                  | CROSS STREET | LAT      | LONG       | BMP Device 1: Full Capture System | BMP Device 2: Curb-Opening Screen | ARS-CL™ Screens |
|-------|-----------|--------|------------------------------|--------------|----------|------------|-----------------------------------|-----------------------------------|-----------------|
| 1     | 50        | PLU    | Del Lago 325' N/O            | La Cadena    | 33.62737 | -117.72675 | existing CPS-Mod                  | ARS-CL™ -14x                      | 4               |
| 2     | 61        | PLU    | Avd Carlota 550' S/O         | Plaza Lane   | 33.61197 | -117.70531 | CPS-Mod™ FCS                      |                                   |                 |
| 3     | 66        | PLU    | Indian Hill 20' E/O          | Sand Creek   | 33.58812 | -117.70915 | CPS-Mod™ FCS                      |                                   |                 |
| 4     | 67        | PLU    | Avd Carlota 60' S/O          | El Toro Rd   | 33.61384 | -117.70834 | CPS-Mod™ FCS                      | ARS-CL™ -07                       | 2               |
| 5     | 72        | PLU    | Ridge Route 950' W/O         | Peralta      | 33.62116 | -117.72780 | CPS-Mod™ FCS                      | ARS-CL™ -07                       | 2               |
| 6     | 150       | PLU    | Indian Hill 20' E/O          | Autumn       | 33.58795 | -117.70950 | CPS-Mod™ FCS                      |                                   |                 |
| 7     | 168       | PLU    | Avd Carlota 340' S/O         | Ridge Route  | 33.62120 | -117.71475 | CPS-Mod™ FCS                      | ARS-CL™ -10                       | 2               |
| 8     | 168.2     | PLU    | Avd Carlota 340' S/O Parking | Ridge Route  | 33.62116 | -117.71481 | CPS-Mod™ FCS                      | ARS-CL™ -05                       | 1               |

|    |     |     |                        |                  |          |            |              |              |    |
|----|-----|-----|------------------------|------------------|----------|------------|--------------|--------------|----|
| 9  | 381 | PLU | Nellie Gail Rd 20' S/O | Empty Saddle     | 33.57094 | -117.69034 | CPS-Mod™ FCS | ARS-CL™ -21x | 6  |
| 10 | 464 | PLU | Empty Saddle 20' E/O   | Nellie Gail Rd   | 33.57097 | -117.69022 | CPS-Mod™ FCS |              |    |
| 11 | 467 | PLU | Empty Saddle 60' E/O   | Nellie Gail Rd   | 33.57090 | -117.69007 | CPS-Mod™ FCS |              |    |
| 12 | 542 | PLU | Cabot Rd 260' S/O      | Park Entrance    | 33.56470 | -117.67683 | CPS-Mod™ FCS |              |    |
| 13 | 595 | PLU | Avd Carlota 50' S/O    | Oakbrook Village | 33.60918 | -117.70131 | CPS-Mod™ FCS |              |    |
| 14 | 597 | PLU | Los Alisos 50' E/O     | Avd Carlota      | 33.60661 | -117.69914 | CPS-Mod™ FCS |              |    |
| 15 | 598 | PLU | Moulton Pkwy 450' S/O  | Glenwood         | 33.59410 | -117.71499 | CPS-Mod™ FCS | ARS-CL™ -05  | 1  |
| 16 | 614 | PLU | Empty Saddle 100' E/O  | Nellie Gail Rd   | 33.57081 | -117.68989 | CPS-Mod™ FCS |              |    |
| 17 | 402 |     | Vista Viejo 10' W/O    | Bridlewood       | 33.57238 | -117.67820 | CPS-Mod™ FCS |              |    |
| 18 | 414 |     | Bridlewood 10' N/O     | Vista Viejo      | 33.57251 | -117.67797 | CPS-Mod™ FCS |              |    |
| 19 | 422 |     | Bridlewood 30' N/O     | Vista Viejo      | 33.57259 | -117.67797 | CPS-Mod™ FCS |              |    |
| 20 | 423 |     | Bridlewood 26821       | Vista Viejo      | 33.57326 | -117.67781 | CPS-Mod™ FCS |              |    |
| 21 | 424 |     | Bridlewood 26871       | Vista Viejo      | 33.57246 | -117.67810 | CPS-Mod™ FCS |              |    |
| 22 | 468 |     | Spotted Pony 25381     | Empty Saddle     | 33.57207 | -117.68736 | CPS-Mod™ FCS | ARS-CL™ -10  | 2  |
| 23 | 469 |     | Hidden Trail 20' E/O   | Nellie Gail Rd   | 33.57021 | -117.69107 | CPS-Mod™ FCS | ARS-CL™ -28x | 8  |
| 24 | 470 |     | Hidden Trail 27051     | Nellie Gail Rd   | 33.56986 | -117.69095 | CPS-Mod™ FCS | ARS-CL™ -28x | 8  |
| 25 | 479 |     | Rockinghorse 26872     | Highwood         | 33.57240 | -117.69103 | CPS-Mod™ FCS |              |    |
| 26 | 480 |     | Highwood Cir 26861     | Rockinghorse     | 33.57279 | -117.69309 | CPS-Mod™ FCS |              |    |
| 27 | 484 |     | Derbyhill 25201        | Hidden Trail     | 33.56546 | -117.69022 | CPS-Mod™ FCS | ARS-CL™ -14x | 4  |
| 28 | 485 |     | Gold Dust 27702        | Hidden Trail     | 33.56057 | -117.68631 | CPS-Mod™ FCS | ARS-CL™ -14x | 4  |
| 29 | 488 |     | Pine Strap 20' W/O     | Hidden Trail     | 33.56020 | -117.68861 | CPS-Mod™ FCS | ARS-CL™ -05  | 1  |
| 30 | 489 |     | Pine Strap 20' S/O     | Hidden Trail     | 33.56008 | -117.68859 | CPS-Mod™ FCS | ARS-CL™ -14x | 4  |
| 31 | 490 |     | Pine Strap 80' N/O     | Hidden Trail     | 33.56015 | -117.68869 | CPS-Mod™ FCS | ARS-CL™ -10  | 2  |
| 32 | 491 |     | Stageline 25232 A/F    | Stagewood        | 33.56673 | -117.68994 | CPS-Mod™ FCS | ARS-CL™ -28x | 8  |
| 33 | 501 |     | Lost Colt 27212        | Stage Line       | 33.56777 | -117.69328 | CPS-Mod™ FCS |              |    |
| 34 | 502 |     | Lost Colt 27222        | Westridge        | 33.56757 | -117.69304 | CPS-Mod™ FCS |              |    |
| 35 | 503 |     | Lost Colt 27231        | Westridge        | 33.56745 | -117.69312 | CPS-Mod™ FCS |              |    |
| 36 | 508 |     | Blackhorse 25171 E/O   | Lost Colt        | 33.56456 | -117.69104 | CPS-Mod™ FCS |              |    |
| 37 | 510 |     | Lost Colt 27382 A/F    | Blackhorse       | 33.56495 | -117.69297 | CPS-Mod™ FCS |              |    |
| 38 | 511 |     | Lost Colt 100' E/O     | Maverick         | 33.56464 | -117.69323 | CPS-Mod™ FCS |              |    |
| 39 | 512 |     | Lost Colt 60' E/O      | Maverick         | 33.56458 | -117.69340 | CPS-Mod™ FCS |              |    |
| 40 | 513 |     | Westridge 20' W/O      | Maverick         | 33.56455 | -117.69378 | CPS-Mod™ FCS |              |    |
| 41 | 514 |     | Lost Colt 27382        | Blackhorse       | 33.56487 | -117.69288 | CPS-Mod™ FCS |              |    |
| 42 | 515 |     | Westridge 60' W/O      | Maverick         | 33.56466 | -117.69386 | CPS-Mod™ FCS |              |    |
| 43 | 516 |     | Westridge 10' S/O      | Lost Colt        | 33.56988 | -117.69795 | CPS-Mod™ FCS |              |    |
| 44 | 517 |     | Westridge 30' S/O      | Lost Colt        | 33.56979 | -117.69784 | CPS-Mod™ FCS |              |    |
| 45 | 545 |     | Rapid Falls 25821      | Sundowner        | 33.56729 | -117.67957 | CPS-Mod™ FCS | ARS-CL™ -21x | 6  |
| 46 | 548 |     | Vista Viejo 20' W/O    | Anadale          | 33.57246 | -117.67938 | CPS-Mod™ FCS |              |    |
| 47 | 549 |     | Rapid Falls 25641 A/F  | Lost Trail       | 33.56648 | -117.68280 | CPS-Mod™ FCS | ARS-CL™ -35x | 10 |



|    |     |                          |                |          |            |              |              |    |
|----|-----|--------------------------|----------------|----------|------------|--------------|--------------|----|
| 48 | 554 | Lost Trail 27642 E/O     | Dillion        | 33.56148 | -117.68390 | CPS-Mod™ FCS | ARS-CL™ -14x | 4  |
| 49 | 558 | Lost Trail 27381 A/F     | Pinto          | 33.56525 | -117.68306 | CPS-Mod™ FCS |              |    |
| 50 | 559 | Lost Trail 27381 A/F     | Pinto          | 33.56521 | -117.68293 | CPS-Mod™ FCS |              |    |
| 51 | 560 | Dillon 25612 E/O         | Lost Trail     | 33.56149 | -117.68340 | CPS-Mod™ FCS | ARS-CL™ -35x | 10 |
| 52 | 561 | Dillon 25612 W/O         | Lost Trail     | 33.56159 | -117.68331 | CPS-Mod™ FCS | ARS-CL™ -35x | 10 |
| 53 | 562 | Devonshire 10' N/O       | Falling Leaf   | 33.57274 | -117.68137 | CPS-Mod™ FCS |              |    |
| 54 | 563 | Falling Leaf 26881       | Devonshire     | 33.57264 | -117.68142 | CPS-Mod™ FCS |              |    |
| 55 | 564 | Moore Oaks 26821         | Devonshire     | 33.57336 | -117.68134 | CPS-Mod™ FCS |              |    |
| 56 | 565 | Moore Oaks 26831         | Devonshire     | 33.57318 | -117.68151 | CPS-Mod™ FCS |              |    |
| 57 | 566 | Moore Oaks 26832         | Devonshire     | 33.57320 | -117.68131 | CPS-Mod™ FCS |              |    |
| 58 | 567 | Moore Oaks 26836         | Devonshire     | 33.57309 | -117.68142 | CPS-Mod™ FCS |              |    |
| 59 | 568 | Devonshire 26792         | Nottingham     | 33.57378 | -117.68242 | CPS-Mod™ FCS |              |    |
| 60 | 569 | Devonshire 26801         | Nottingham     | 33.57365 | -117.68245 | CPS-Mod™ FCS |              |    |
| 61 | 570 | Devonshire 20' S/O       | Nottingham     | 33.57448 | -117.68310 | CPS-Mod™ FCS |              |    |
| 62 | 571 | Woodbluff 100' S/O       | Vista Viejo    | 33.57236 | -117.67965 | CPS-Mod™ FCS |              |    |
| 63 | 572 | Woodbluff 10' S/O        | Vista Viejo    | 33.57240 | -117.67977 | CPS-Mod™ FCS |              |    |
| 64 | 573 | Woodbluff 220' N/O       | Cedarbluff     | 33.57218 | -117.67985 | CPS-Mod™ FCS |              |    |
| 65 | 575 | Devonshire 20' S/O       | Nottingham     | 33.57440 | -117.68319 | CPS-Mod™ FCS |              |    |
| 66 | 576 | Nottingham 25622         | Harrington     | 33.57475 | -117.68304 | CPS-Mod™ FCS |              |    |
| 67 | 577 | Nottingham 25632 A/F     | Devonshire     | 33.57509 | -117.68300 | CPS-Mod™ FCS |              |    |
| 68 | 578 | Harrington 25601 E/O     | Nottingham     | 33.57491 | -117.68321 | CPS-Mod™ FCS |              |    |
| 69 | 579 | Harrington 25596 E/O     | Nottingham     | 33.57501 | -117.68315 | CPS-Mod™ FCS |              |    |
| 70 | 580 | Chelsea 20' S/O          | Nottingham     | 33.57392 | -117.68444 | CPS-Mod™ FCS |              |    |
| 71 | 585 | Woodbluff 27135 E/O      | Greenhills     | 33.56874 | -117.68064 | CPS-Mod™ FCS |              |    |
| 72 | 587 | Chelsea 10' S/O          | Nottingham     | 33.57395 | -117.68435 | CPS-Mod™ FCS |              |    |
| 73 | 591 | Woodbluff 27136 E/O      | Greenhills     | 33.56863 | -117.68060 | CPS-Mod™ FCS |              |    |
| 74 | 616 | Lone Acres 25798         | Lost Trail     | 33.56596 | -117.68098 | CPS-Mod™ FCS | ARS-CL™ -05  | 1  |
| 75 | 623 | Red Lodge 24772          | Nellie Gail Rd | 33.57170 | -117.69780 | CPS-Mod™ FCS |              |    |
| 76 | 626 | White Oaks 26692 next to | Laure Crest    | 33.57498 | -117.67902 | CPS-Mod™ FCS |              |    |

Catch Basin & Inlet Cleaning \$3,750

DEVICES & INSTALL \$224,248

Traffic Control \$9,708

Mobilization \$12,294

PROJECT TOTAL \$250,000

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)

| Product Detail              |                                |           |                |           |                  |
|-----------------------------|--------------------------------|-----------|----------------|-----------|------------------|
|                             | G2 Device Model                |           | Screens/<br>CB | Quantity  | Unit Price       |
| 1.1                         | CPS-Mod™                       | 6.0 sqft  | 1              | <b>23</b> | \$1,284          |
| 1.2                         | CPS-Mod™                       | 9.0 sqft  | 1              | <b>50</b> | \$1,524          |
| 1.3                         | CPS-Mod™                       | 11.0 sqft | 1              | <b>2</b>  | \$1,718          |
| 1.4                         | CPS-Mod™                       | 4.5 sqft  | 1              | <b>0</b>  | \$1,027          |
| 1.5                         | Extra Bracing CPS-Mod™         |           |                | 10        | \$321            |
| 1.6                         | Custom CB Preparation CPS-Mod™ |           |                | 8         | \$350            |
| 2.1                         | ARS-CL™                        | - 5       | 1              | <b>4</b>  | \$1,435          |
| 2.2                         | ARS-CL™                        | - 7       | 2              | <b>2</b>  | \$2,516          |
| 2.3                         | ARS-CL™                        | - 10      | 2              | <b>3</b>  | \$2,762          |
| 2.4                         | ARS-CL™                        | - 14x     | 4              | <b>5</b>  | \$4,426          |
| 2.5                         | ARS-CL™                        | - 21x     | 6              | <b>2</b>  | \$6,473          |
| 2.6                         | ARS-CL™                        | - 28x     | 8              | <b>3</b>  | \$8,256          |
| 2.7                         | ARS-CL™                        | - 35x     | 10             | <b>3</b>  | \$10,056         |
| Device & Install Sub-Total: |                                |           |                |           | <b>\$224,248</b> |

Terms & Conditions:

Pricing based on OCPW/ OCTA Master Pricing with Volume Discounts.

Pricing does not include project bonds, licences or business fees.

Final design configurations and costs to be revised after final field evaluations.

Payment NET 30 days.

***Thank You. We Appreciate Your Business!***

*County of Orange, OC Public Works  
G2 Construction, Inc.*

*MA-080-20011478  
Trash and Debris Capture Devices*

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**CONTRACT MA-080-20011478  
WITH  
G2 CONSTRUCTION, INC.  
FOR  
TRASH AND DEBRIS CAPTURE DEVICES**

THIS CONTRACT MA-080-20011478 for Trash and Debris Capture Devices ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; ("County") and G2 Construction, Inc., with a place of business at 1352 E. Boarchard Ave., Santa Ana, CA 92705 ("Contractor"), with a County and Contractor sometimes individually referred to as "Party" or collectively as "Parties".

**ATTACHMENTS**

THIS CONTRACT is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Contractor Pricing

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Trash and Debris Capture Devices ; and,

WHEREAS, County solicited Contract for Trash and Debris Capture Devices as set forth herein, and Contractor represented that it is qualified to provide Trash and Debris Capture Devices to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Trash and Debris Capture Devices to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of hourly rates set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Trash and Debris Capture Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the

Note: These pages extracted from the MA agreement to highlight prices applied.

## PRICING

### CPS-Mod™ patented Modular Design Water Board Certified Full Trash Capture System

Offered **With** or Without **Installation**

| PRODUCT SIZES                                                                                       | Unit             | Orange County Volume Discounts |             |              |                |                 |              |
|-----------------------------------------------------------------------------------------------------|------------------|--------------------------------|-------------|--------------|----------------|-----------------|--------------|
|                                                                                                     |                  | 1-2 Devices                    | 3-5 Devices | 6-20 Devices | 21-100 Devices | 101-500 Devices | 501+ Devices |
| Up to <b>6.0 SQFT</b> of stainless steel screen & deflector, if needed. 18" CB discharge pipe max.  | Device & Install | \$2,359                        | \$2,120     | \$1,680      | <b>\$1,284</b> | \$1,241         | \$1,199      |
|                                                                                                     | Device Only      | \$1,623                        | \$1,499     | \$1,154      | \$899          | \$874           | \$849        |
| Up to <b>9.0 SQFT</b> of stainless steel screen & deflector, if needed. 24" CB discharge pipe max.  | Device & Install | \$2,910                        | \$2,472     | \$1,916      | <b>\$1,524</b> | \$1,408         | \$1,362      |
|                                                                                                     | Device Only      | \$2,226                        | \$1,884     | \$1,413      | \$1,142        | \$1,056         | \$1,028      |
| Up to <b>11.0 SQFT</b> of stainless steel screen & deflector, if needed. 30" CB discharge pipe max. | Device & Install | \$3,324                        | \$2,822     | \$2,180      | <b>\$1,718</b> | \$1,636         | \$1,554      |
|                                                                                                     | Device Only      | \$2,680                        | \$2,268     | \$1,701      | \$1,375        | \$1,306         | \$1,237      |
| CPS-Mod Mini* - Up to <b>4.5 SQFT</b> screen. *Customer to verify FCS.                              | Device & Install | \$1,887                        | \$1,696     | \$1,344      | \$1,027        | \$993           | \$960        |

Larger & Custom devices are custom priced.

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.

Combo-Discount (\$50) when new CPS-Mod™ and ARS-CL™ installed in same catch basin on same project.

| PRODUCT OPTIONS                    | Unit           | 1-2 Units                | 3-5 Units | 6-20 Units | 21-100 Units | 101-500 Units | 501+ Units |
|------------------------------------|----------------|--------------------------|-----------|------------|--------------|---------------|------------|
|                                    |                | Additional Cost per Unit |           |            |              |               |            |
| Larger Size Stainless Steel Screen | SQFT SS Screen | \$135                    | \$113     | \$113      | \$113        | \$113         | \$113      |
| Mosquito Abatement Deflector       | Deflector      | \$320                    | \$306     | \$288      | \$275        | \$261         | \$248      |
| Removable System                   | CPS-Mod™       | \$387                    | \$367     | \$350      | \$329        | \$315         | \$298      |
| Hemmed Top for smoother edges      | CPS-Mod™       | \$137                    | \$137     | \$137      | \$103        | \$103         | \$86       |
| Extra Bracing (eg. inbound pipes)  | CPS-Mod™       | \$514                    | \$514     | \$450      | <b>\$321</b> | \$268         | \$268      |

#### INSTALLATION OF PRODUCT

|                                            |              |         |         |         |             |                |         |
|--------------------------------------------|--------------|---------|---------|---------|-------------|----------------|---------|
| <b>PROJECT BONDS (If Required)</b>         | Project Cost | 4.0%    | 4.0%    | 4.0%    | 4.0%        | 3.5%           | 3.0%    |
| Install Travel (In Orange County)          | Project Loc. | FREE    | FREE    | FREE    | FREE        | FREE           | FREE    |
| <b>Catch Basin (CB) Cleaning</b>           | 1 CB         | \$280   | \$224   | \$112   | <b>\$56</b> | \$50           | \$47    |
| Staff Gauge Painting                       | CB           | \$230   | \$184   | \$92    | \$81        | \$71           | \$69    |
| <b>Traffic Control during installation</b> | 6 Hours      | \$2,613 | \$2,613 | \$2,427 | \$2,427     | <b>\$2,427</b> | \$2,427 |
| Training Contractor                        | 1 Day        | \$5,600 | \$5,600 | \$5,600 | \$5,600     | \$5,040        | \$4,480 |
| Remote Support (phone or online)           | 1 Hour       | \$138   | \$131   | \$125   | \$118       | \$112          | \$107   |

#### FIELD SERVICES

|                                      |        |       |       |       |      |      |      |
|--------------------------------------|--------|-------|-------|-------|------|------|------|
| Product Maintenance Inspections      | Device | \$280 | \$224 | \$168 | \$84 | \$56 | \$56 |
| <b>Locating CBs and inlets.</b>      | CB     | \$224 | \$224 | \$168 | \$84 | \$56 | \$56 |
| <b>CB Field Review/ measurement.</b> | CB     | \$224 | \$224 | \$168 | \$84 | \$56 | \$56 |
| Collecting Lat. / Long. of CBs       | CB     | \$224 | \$224 | \$168 | \$84 | \$56 | \$56 |

#### PROFESSIONAL SERVICES

|                           |        |       |       |       |       |       |       |
|---------------------------|--------|-------|-------|-------|-------|-------|-------|
| Custom Product Design     | Hourly | \$250 | \$168 | \$168 | \$168 | \$168 | \$168 |
| Custom Drawings - Product | Device | \$336 | \$294 | \$252 | \$252 | \$252 | \$210 |
| <b>Project Management</b> | Hourly | \$150 | \$150 | \$138 | \$120 | \$120 | \$120 |

## PRICING

### ARS-CL™ Patented CamLock Automatic Retractable Screen With Installation

|                                    |                             |                  |      |                              | Orange County Volume Discounts |          |               |                |          |
|------------------------------------|-----------------------------|------------------|------|------------------------------|--------------------------------|----------|---------------|----------------|----------|
| SIZE:<br>Catch Basin<br>Width (ft) | Unique<br>Screens<br>per CB | ARS-CL™<br>Model | Unit | 1-2 Catch<br>Basins<br>(CBs) | 3-5 CBs                        | 6-20 CBs | 21-100<br>CBs | 101-500<br>CBs | 501+ CBs |
| up to 3'                           | 1                           | ARS-CL-03        | CB   | \$2,121                      | \$1,856                        | \$1,591  | \$1,098       | \$1,054        | \$1,010  |
| 3.1 - 5'                           | 1                           | ARS-CL-05        | CB   | \$2,433                      | \$2,121                        | \$1,809  | \$1,435       | \$1,363        | \$1,291  |
| 5.1' - 7'                          | 2                           | ARS-CL-07        | CB   | \$3,950                      | \$3,430                        | \$2,911  | \$2,516       | \$2,390        | \$2,264  |
| 7.1 - 10'                          | 2                           | ARS-CL-10        | CB   | \$4,231                      | \$3,842                        | \$3,242  | \$2,762       | \$2,623        | \$2,485  |
| 7.1 - 10' x                        | 3                           | ARS-CL-10x       | CB   | \$5,066                      | \$4,592                        | \$4,044  | \$3,407       | \$3,237        | \$3,066  |
| 10.1 - 14'                         | 3                           | ARS-CL-14        | CB   | \$5,458                      | \$4,678                        | \$4,093  | \$3,586       | \$3,407        | \$3,228  |
| 10.1 - 14' x                       | 4                           | ARS-CL-14x       | CB   | \$6,514                      | \$5,556                        | \$4,828  | \$4,426       | \$4,204        | \$3,983  |
| 14.1 - 16'                         | 4                           | ARS-CL-16        | CB   | \$6,655                      | \$5,647                        | \$5,102  | \$4,638       | \$4,407        | \$4,175  |
| 16.1 - 21'                         | 5                           | ARS-CL-21        | CB   | \$8,067                      | \$6,806                        | \$6,101  | \$5,798       | \$5,508        | \$5,218  |
| 16.1 - 21' x                       | 6                           | ARS-CL-21x       | CB   | \$8,725                      | \$7,318                        | \$6,811  | \$6,473       | \$6,150        | \$5,826  |
| 21.1 - 28'                         | 6                           | ARS-CL-28        | CB   | \$8,888                      | \$7,703                        | \$7,170  | \$6,814       | \$6,473        | \$6,133  |
| 21.1 - 28' x                       | 8                           | ARS-CL-28x       | CB   | \$10,883                     | \$9,757                        | \$9,082  | \$8,256       | \$7,843        | \$7,430  |
| 28.1 - 35' x                       | 10                          | ARS-CL-35x       | CB   | \$12,683                     | \$11,557                       | \$10,882 | \$10,056      | \$9,643        | \$9,230  |

Price shown per Catch Basin (CB). Bonds costs not included. Traffic control additional.  
Note: Models with "x" indicates the CB has an extra support bolt.

| Unit | 1-2 Units | 3-5 Units | 6-20 Units | 21-100<br>Units | 101-500<br>Units | 501+<br>Units |
|------|-----------|-----------|------------|-----------------|------------------|---------------|
|------|-----------|-----------|------------|-----------------|------------------|---------------|

#### PRODUCT OPTIONS

Additional Cost per Unit

|                                  |    |              |
|----------------------------------|----|--------------|
| Bolt-In Connections (Not Welded) | CB | Add 15%      |
| Fixed Screen Option              | CB | Subtract 15% |

#### INSTALLATION OF PRODUCT

|                                 |                 |         |         |         |         |         |         |
|---------------------------------|-----------------|---------|---------|---------|---------|---------|---------|
| CONTRACT BONDS (If Req'd)       | Project<br>Cost | 4.0%    | 4.0%    | 4.0%    | 4.0%    | 3.5%    | 3.0%    |
| Install Travel (In OC)          | Project<br>Loc. | FREE    | FREE    | FREE    | FREE    | FREE    | FREE    |
| Traffic Control during install. | 6 Hours         | \$2,613 | \$2,613 | \$2,427 | \$2,427 | \$2,427 | \$2,427 |
| Catch basin top deck repair.    |                 | varies  |         |         |         |         |         |

SEE PRICING for Field Services & Professional Services on CPS-Mod™ Pricing Sheet

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)

Date: March 22, 2023

## **CPS-Mod™ & ARS-CL™ WARRANTY**

**Project: Laguna Hills - CPS-Mod™ and ARS-CL™ Screens**

City of Laguna Hills 2023-24 OCTA Measure M2's *Environmental Cleanup Program (ECP) Tier 1 – Project X*

G2 Construction, Inc. hereby provides a product warranty of 10 years for the G2 CPS-Mod™ connector pipe screens and ARS-CL™ automatic retractable screens installed in catch basins for the project listed above. G2 guarantees the CPS-Mod™ and ARS-CL™ will be manufactured and installed in accordance with the product drawings and specifications.

G2 Construction agrees to repair or replace any installed product that proves defective in its workmanship or material within one year of the project acceptance date. If an installed product proves defective within ten years, then G2 agrees to provide replacement parts at no cost. Accidents, product modifications, vandalism, unusual use, or lack of standard cleaning may nullify a product's warranty.

Requests for warranty service must be made by the product Owner, and should include photos and details.



John Alvarado, President  
G2 Construction, Inc.

## **C. Location Maps & Project Site Photos**



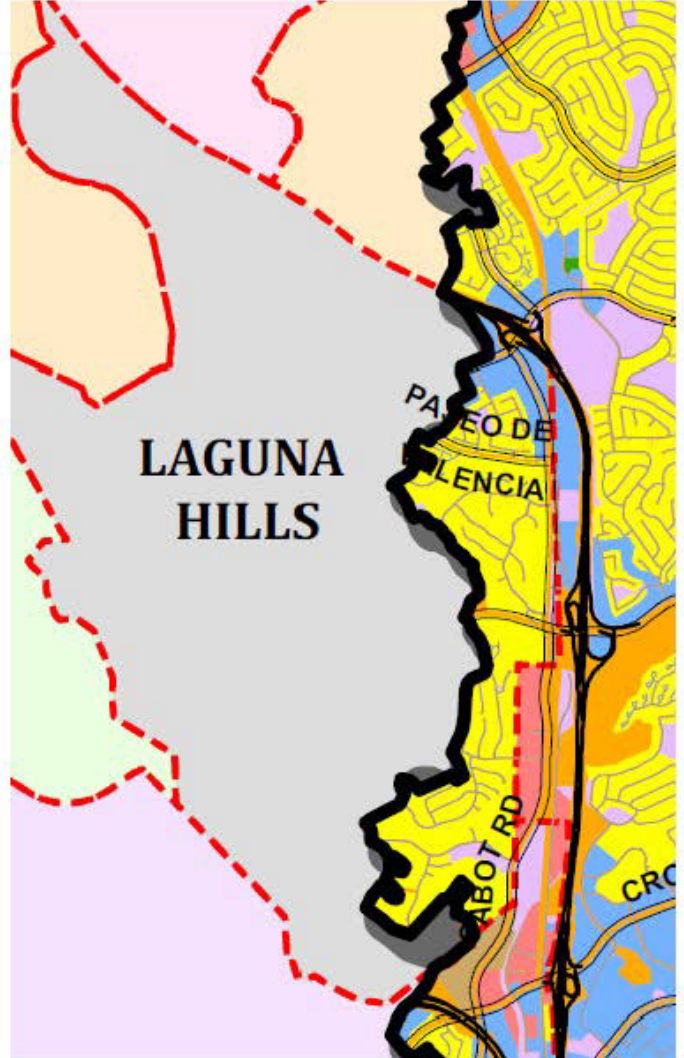
# City of Laguna Hills

## WATERSHED MAP

4.4.b



**WATERSHED: ALISO CREEK**  
COUNTY OF ORANGE, CALIFORNIA

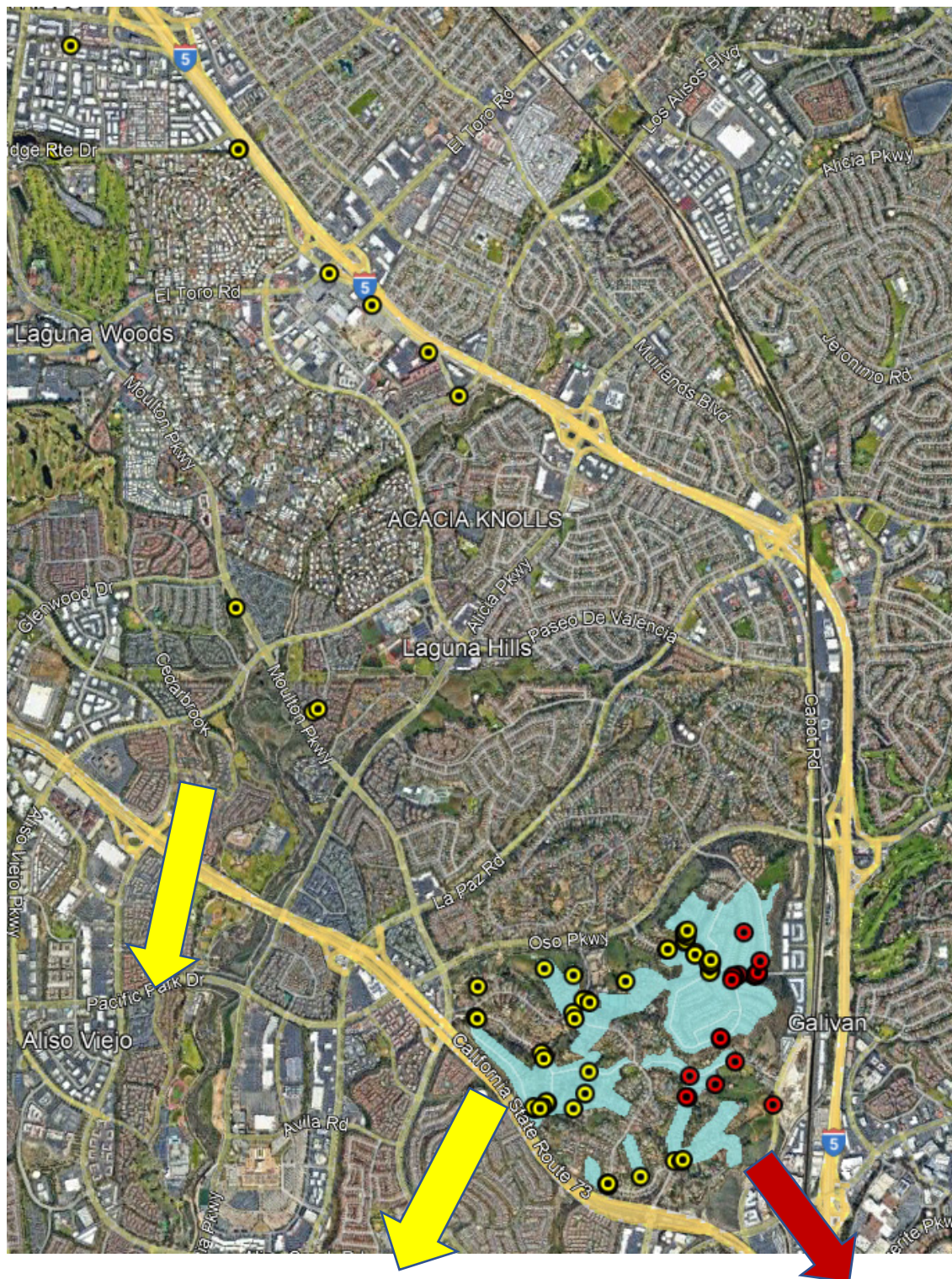


**WATERSHED: SAN JUAN CREEK**  
COUNTY OF ORANGE, CALIFORNIA



# City of Laguna Hills

## PROJECT CATCH BASINS TO WATERSHED MAP

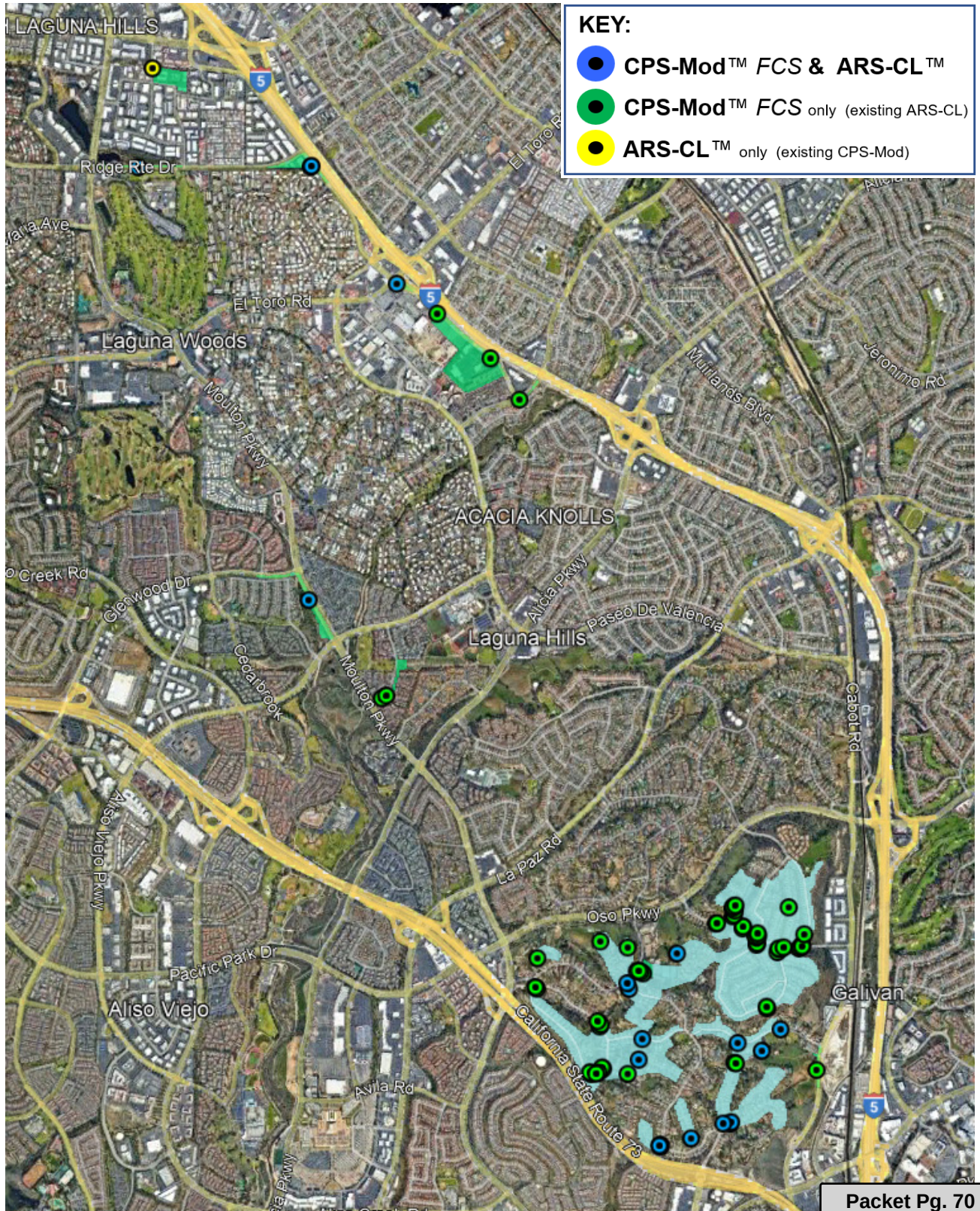


**WATERSHED: ALISO CREEK**  
COUNTY OF ORANGE, CALIFORNIA

**WATERSHED: SAN JUAN CREEK**  
COUNTY OF ORANGE



## OVERVIEW MAP





# Laguna Hills Project Catch Basins by Device Type

## NORTH Map

**KEY:**

- CPS-Mod™ FCS & ARS-CL™
- CPS-Mod™ FCS only (existing ARS-CL)
- ARS-CL™ only (existing CPS-Mod)



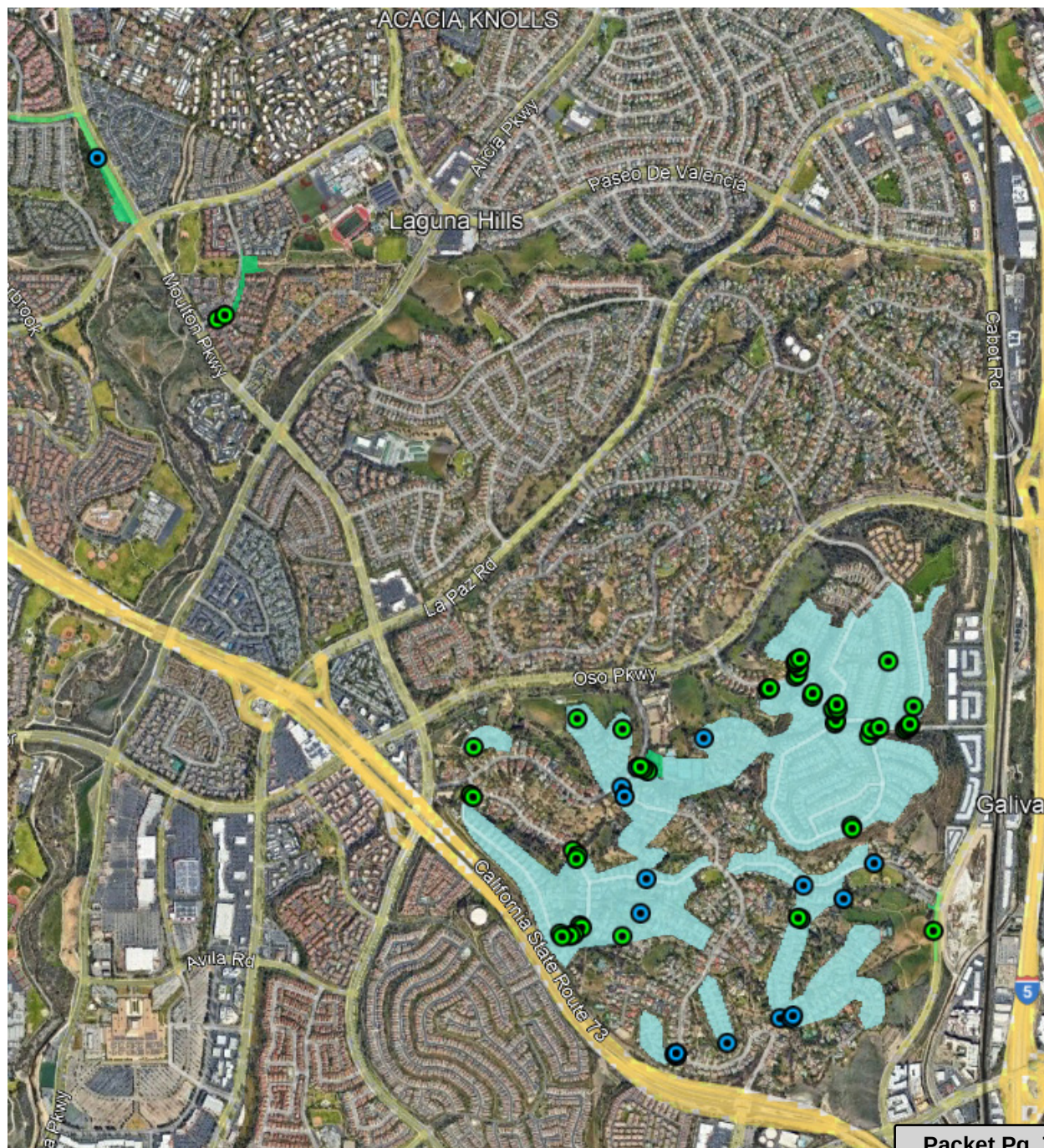


# Laguna Hills Project Catch Basins by Device Type

## SOUTH Map

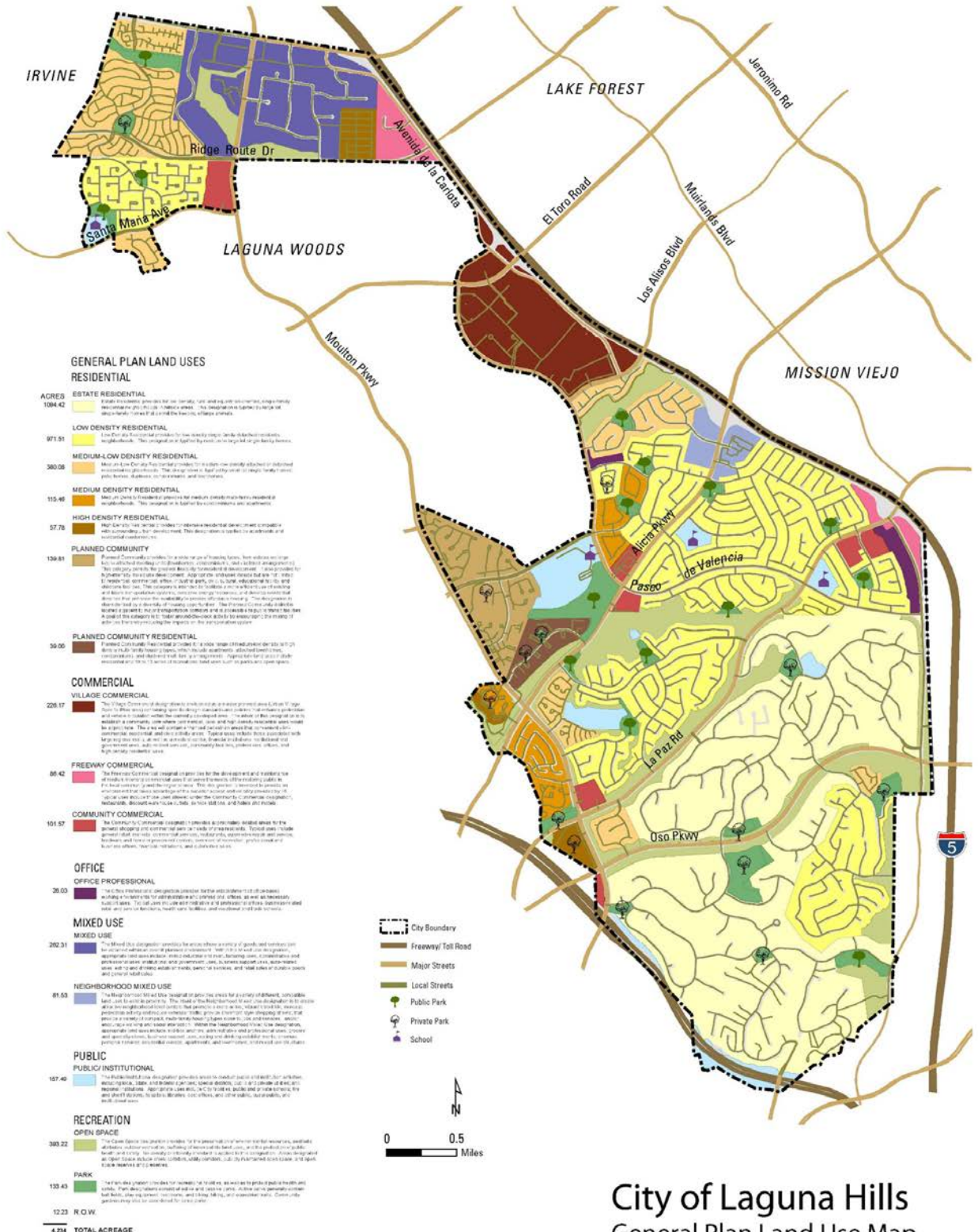
**KEY:**

- CPS-Mod™ FCS & ARS-CL™
- CPS-Mod™ FCS only (existing ARS-CL)
- ARS-CL™ only (existing CPS-Mod)





# City of Laguna Hills LAND USE MAP



Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)



# Laguna Hills Project

## PLU – Key Areas

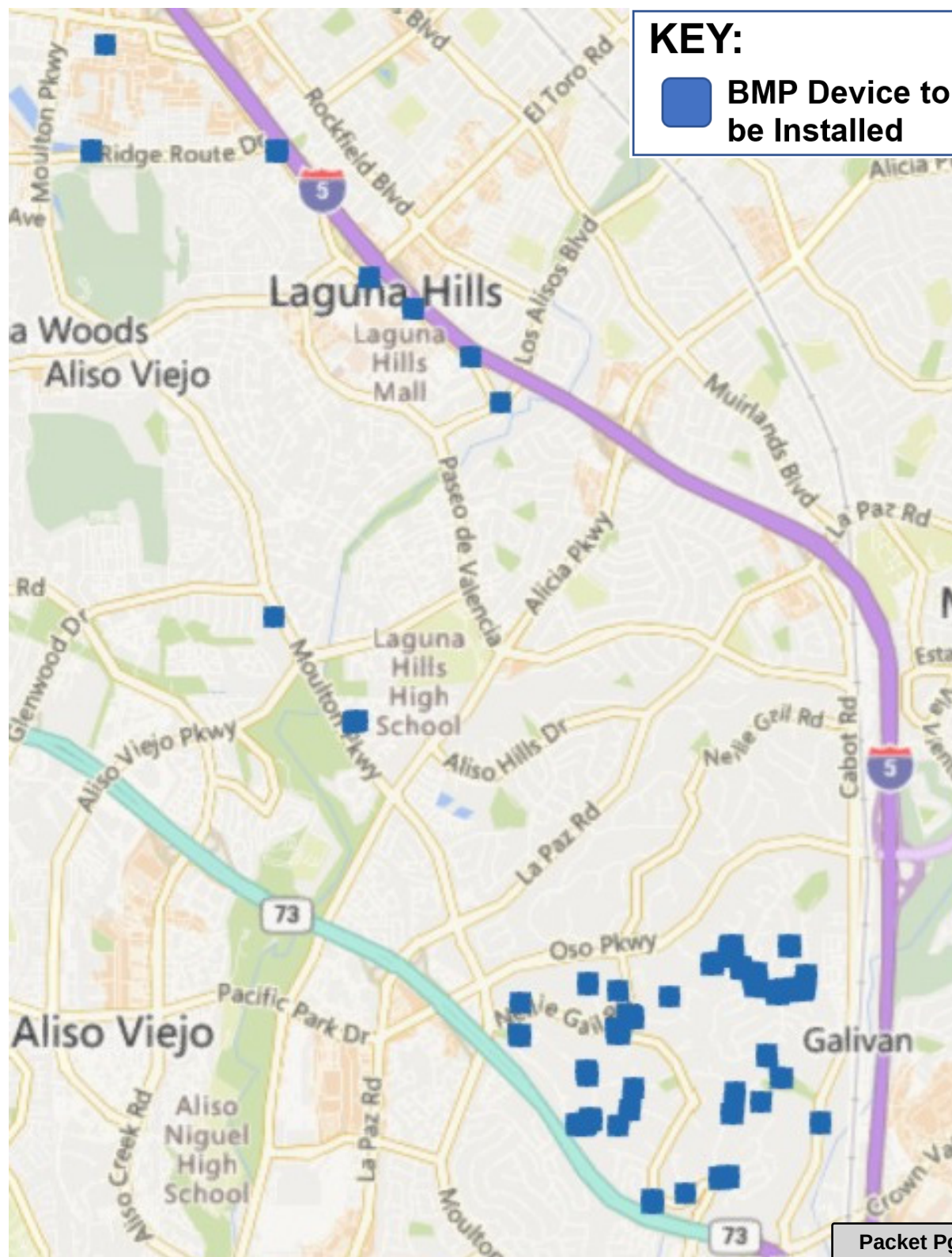
Select





# OVERVIEW STREET MAP

## Laguna Hills Project CBs



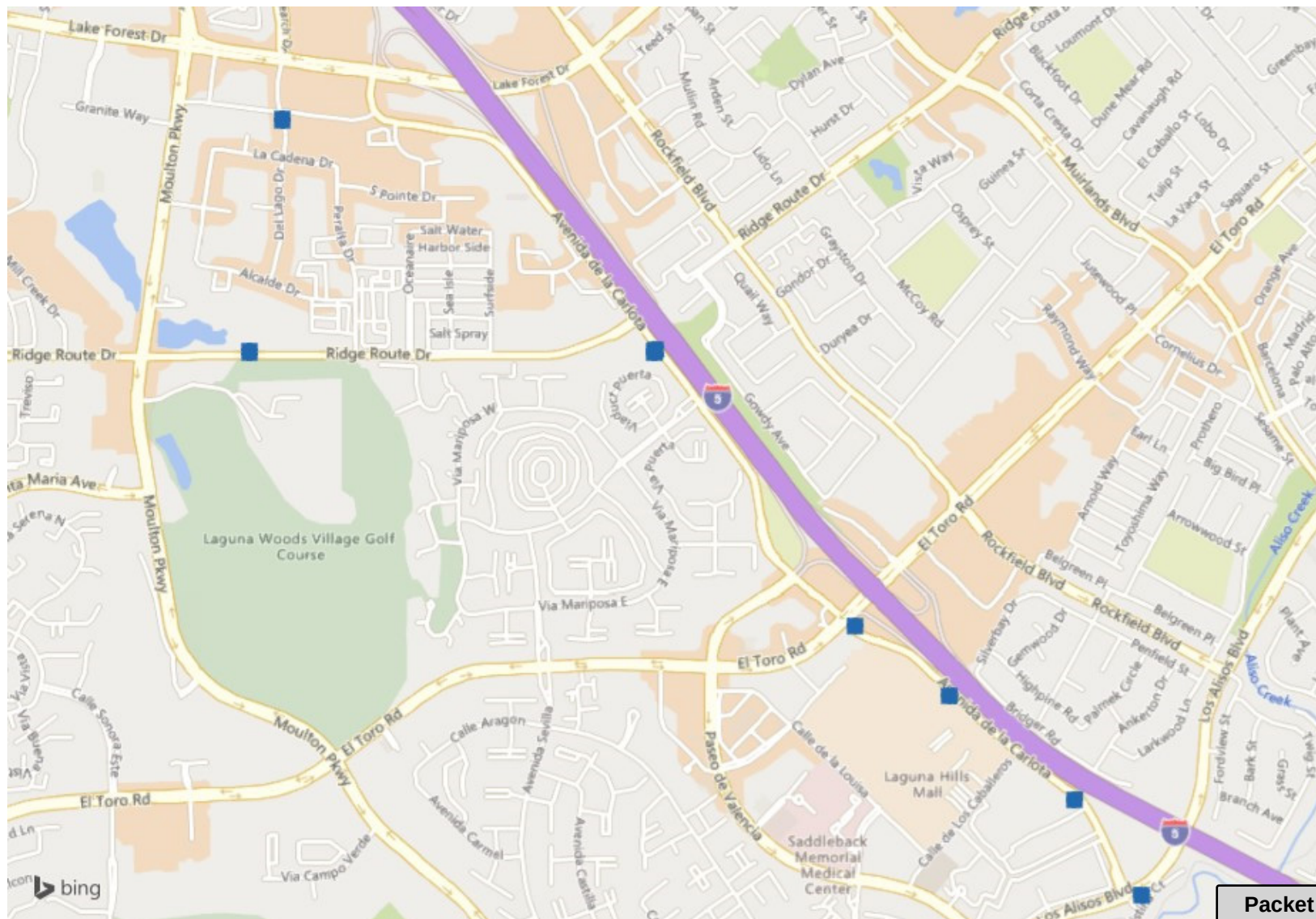
## KEY:

 BMP Device to be Installed

4.4.b

## Sub-Area 1

### North Laguna Hills Project CBs





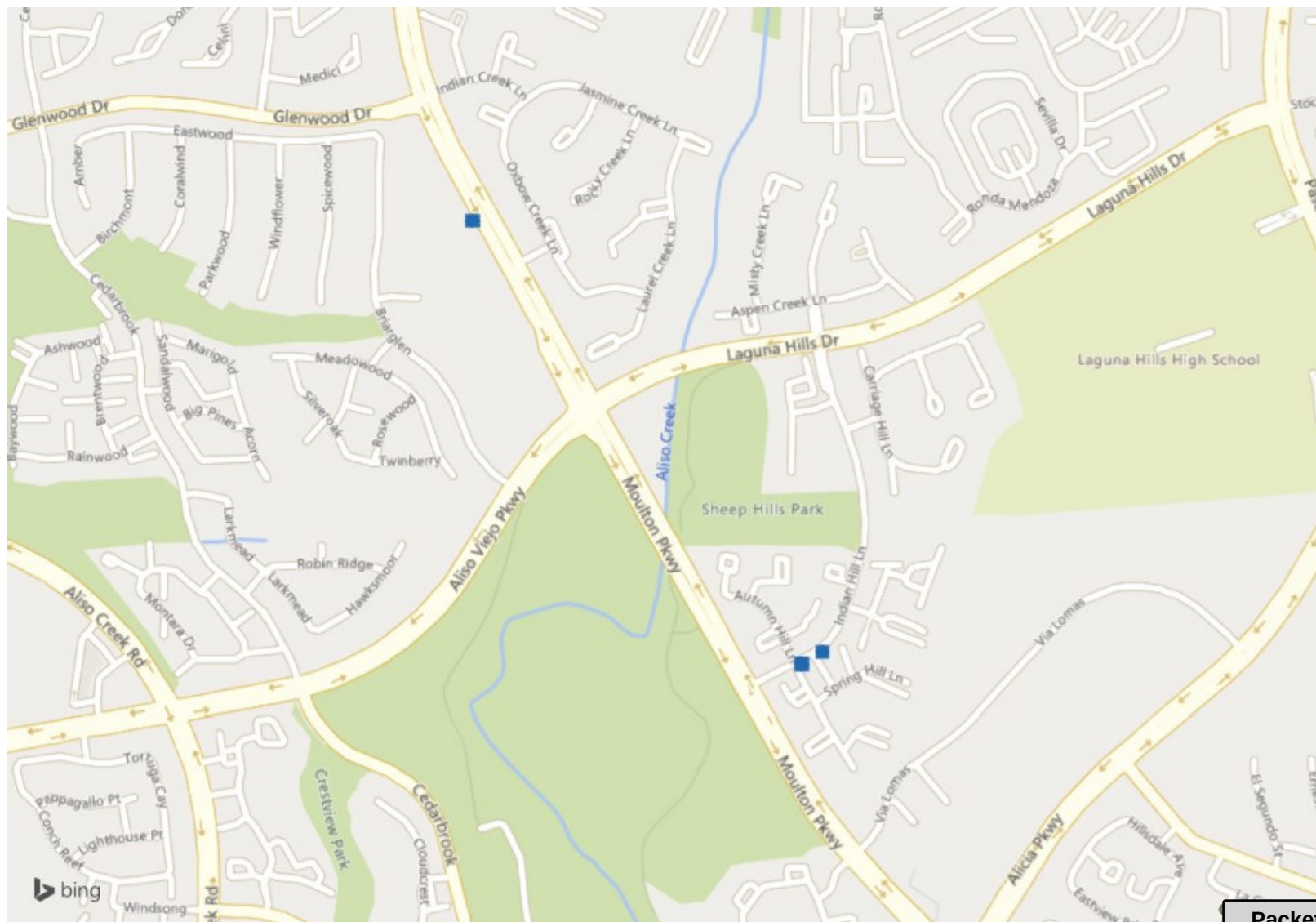
## KEY:

 BMP Device to be Installed

4.4.b

## Sub-Area 2

### Central-West Laguna Hills Project CBs



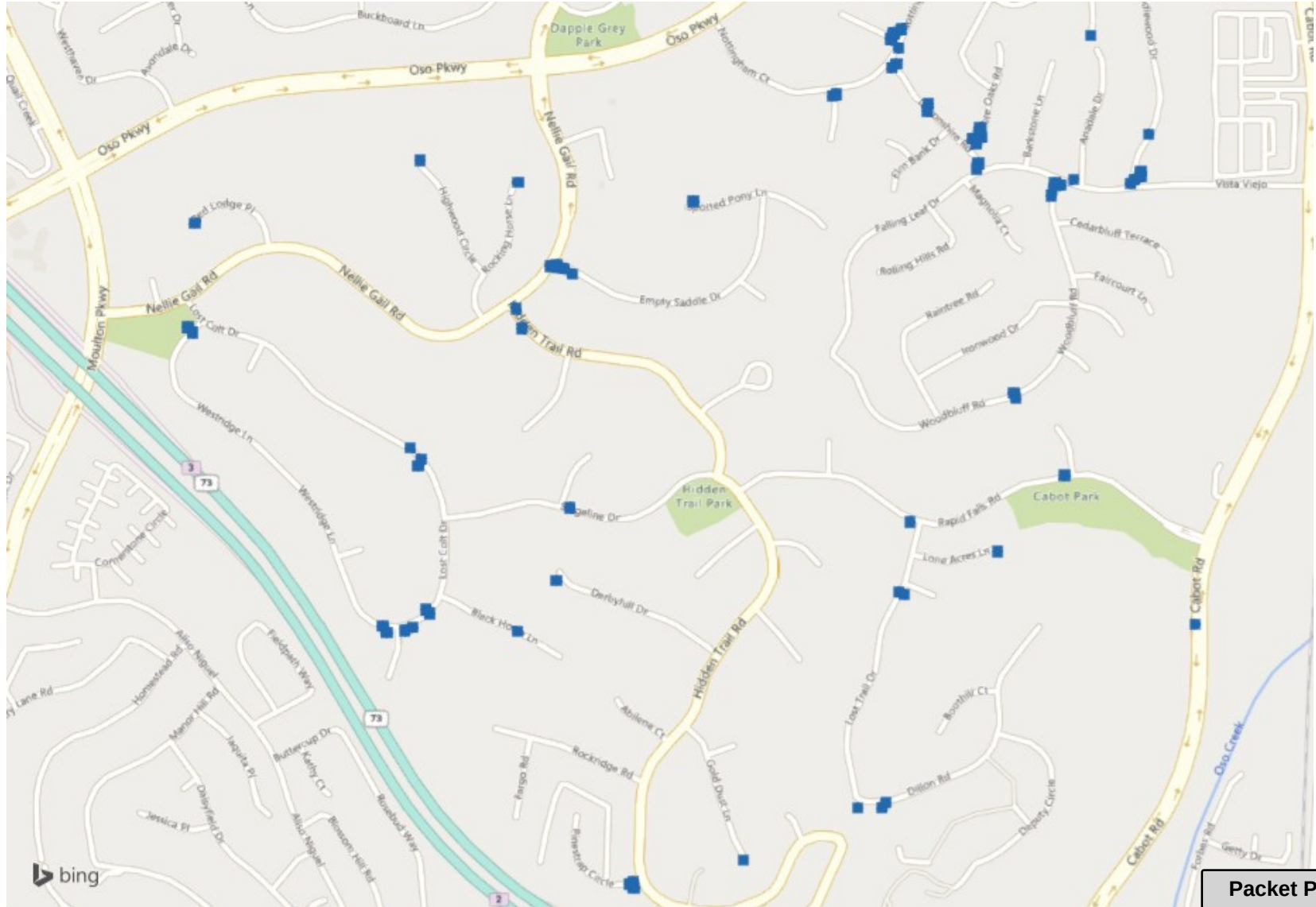
# KEY:

 BMP Device to be Installed

4.4.b

## Sub-Area 3

### South Laguna Hills Project CBs





## PROJECT SITE PHOTOS

LH ID# **50** Del Lago 325' N/O La Cadena East Side



LH ID# **61** Avd Carlota 550' S/O Plaza Lane West Side



LH ID# **66** Indian Hill 20' E/O Sand Creek South Side





## PROJECT SITE PHOTOS

LH ID# **67**      Avd Carlota 60' S/O      El Toro Rd      East Side



LH ID# **72**      Ridge Route 950' W/O      Peralta      North Side



LH ID# **150**      Indian Hill 20' E/O      Autumn      North Side





## PROJECT SITE PHOTOS

LH ID# **168**      Avd Carlota 340' S/O      Ridge Route      West Side



LH ID# **168.2**      Avd Carlota 340' S/O  
Parking Lot      Ridge Route      West Side



LH ID# **381**      Nellie Gail Rd 20' S/O      Empty Saddle      East Side





## PROJECT SITE PHOTOS

LH ID# **464** Empty Saddle 20' E/O Nellie Gail Rd South Side



LH ID# **467** Empty Saddle 60' E/O Nellie Gail Rd South Side



LH ID# **542** Cabot Rd 260' S/O Park Entrance West Side





## PROJECT SITE PHOTOS

LH ID# **595**      Avd Carlota 50' S/O      Oakbrook Village      West Side



LH ID# **597**      Los Alisos 50' E/O      Avd Carlota      Median



LH ID# **598**      Moulton Pkwy 450' S/O      Glenwood      West Side





## PROJECT SITE PHOTOS

LH ID# **614** Empty Saddle 100' E/O Nellie Gail Rd South Side



LH ID# **402** Vista Viejo 10' W/O Bridlewood North Side



LH ID# **414 & 422** Bridlewood 10' N/O Vista Viejo East Side



## PROJECT SITE PHOTOS

LH ID# **423** Bridlewood 26821 Vista Viejo West Side



LH ID# **424** Bridlewood 26871 Vista Viejo West Side



LH ID# **468** Spotted Pony 25381 Empty Saddle end





## PROJECT SITE PHOTOS

LH ID# **469** Hidden Trail 20' E/O Nellie Gail Rd East Side



LH ID# **470** Hidden Trail 27051 Nellie Gail Rd West Side



LH ID# **479** Rockinghorse 26872 Highwood Median

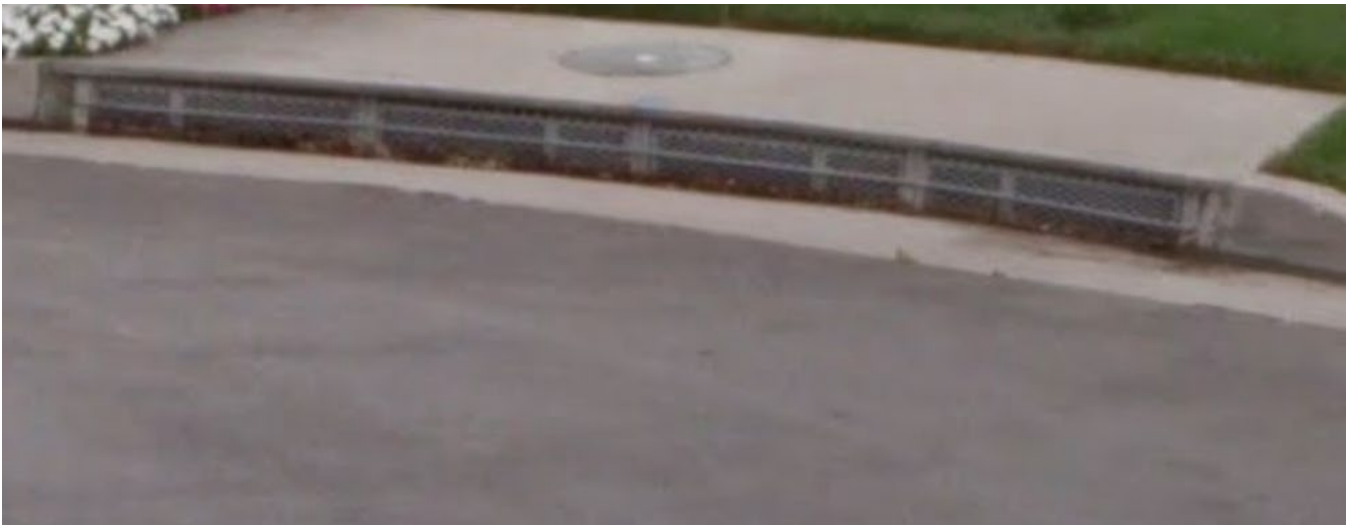


## PROJECT SITE PHOTOS

LH ID# **480** Highwood Cir 26861 Rockinghorse West Side



LH ID# **484** Derbyhill 25201 Hidden Trail end



LH ID# **485** Gold Dust 27702 Hidden Trail end





## PROJECT SITE PHOTOS

LH ID# **488 & 490** Pine Strap 20' W/O Hidden Trail North Side



LH ID# **489** Pine Strap 20' S/O Hidden Trail South Side



LH ID# **491** Stageline 25232 A/F Stagewood North Side





## PROJECT SITE PHOTOS

LH ID# **501** Lost Colt 27212 Stage Line North Side



LH ID# **502** Lost Colt 27222 Westridge North Side



LH ID# **503** Lost Colt 27231 Westridge South Side



## PROJECT SITE PHOTOS

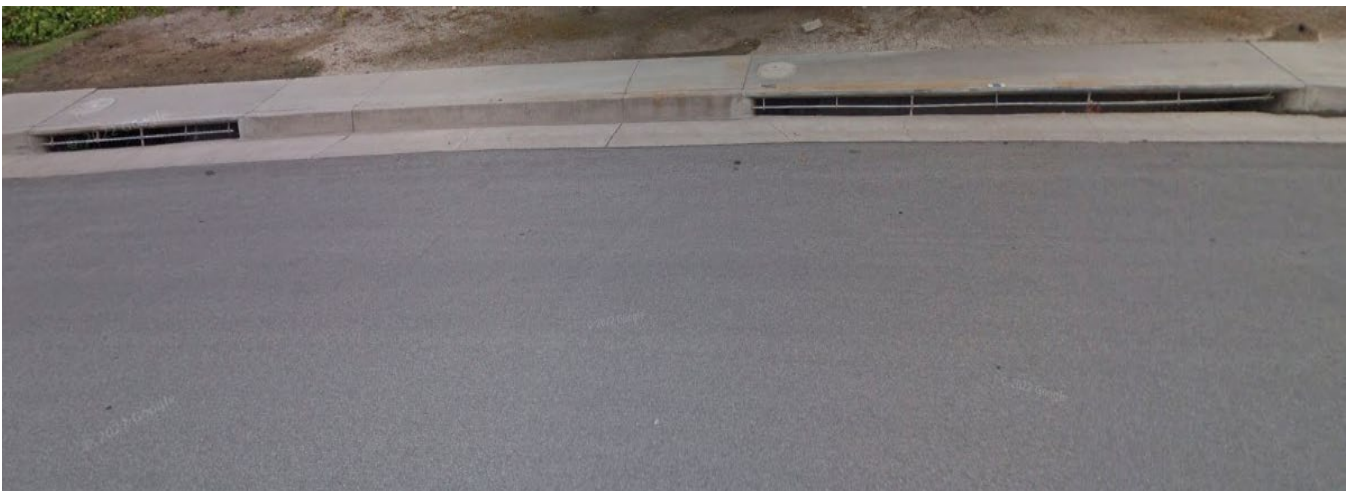
LH ID# **508** Blackhorse 25171 E/O Lost Colt North Side



LH ID# **510** Lost Colt 27382 A/F Blackhorse West Side



LH ID# **511 & 512** Lost Colt 100' E/O Maverick South Side





## PROJECT SITE PHOTOS

LH ID# **513** Westridge 20' W/O Maverick South Side



LH ID# **514** Lost Colt 27382 Blackhorse East Side



LH ID# **515** Westridge 60' W/O Maverick North Side





## PROJECT SITE PHOTOS

LH ID# **516 & 517** Westridge 10' S/O Lost Colt West Side



LH ID# **545** Rapid Falls 25821 Sundowner North Side



LH ID# **548** Vista Viejo 20' W/O Anadale North Side



## PROJECT SITE PHOTOS

LH ID# **549** Rapid Falls 25641 A/F Lost Trail South Side



LH ID# **554** Lost Trail 27642 E/O Dillion East Side



**558** Lost Trail 27381 A/F Pinto West Side





## PROJECT SITE PHOTOS

LH ID# **559** Lost Trail 27381 A/F Pinto East Side



LH ID# **560** Dillon 25612 E/O Lost Trail South Side



LH ID# **561** Dillon 25612 W/O Lost Trail North Side





## PROJECT SITE PHOTOS

LH ID# **562**      Devonshire 10' N/O      Falling Leaf      West Side



LH ID# **563**      Falling Leaf 26881      Devonshire      North Side



LH ID# **564**      Moore Oaks 26821      Devonshire      North Side





## PROJECT SITE PHOTOS

LH ID# **565** Moore Oaks 26831 Devonshire North Side



LH ID# **566 & 567** Moore Oaks 26832 Devonshire South Side



LH ID# **568** Devonshire 26792 Nottingham East Side



## PROJECT SITE PHOTOS

LH ID# **569**      Devonshire 26801      Nottingham      West Side



LH ID# **570**      Devonshire 20' S/O      Nottingham      East Side



LH ID# **571**      Woodbluff 100' S/O      Vista Viejo      East Side





## PROJECT SITE PHOTOS

LH ID# **572** Woodbluff 10' S/O Vista Viejo West Side



LH ID# **573** Woodbluff 220' N/O Cedarbluff West Side



LH ID# **575** Devonshire 20' S/O Nottingham West Side





## PROJECT SITE PHOTOS

LH ID# **576** Nottingham 25622 Harrington West Side



LH ID# **577** Nottingham 25632 A/F Devonshire North Side



LH ID# **578** Harrington 25601 E/O Nottingham South Side

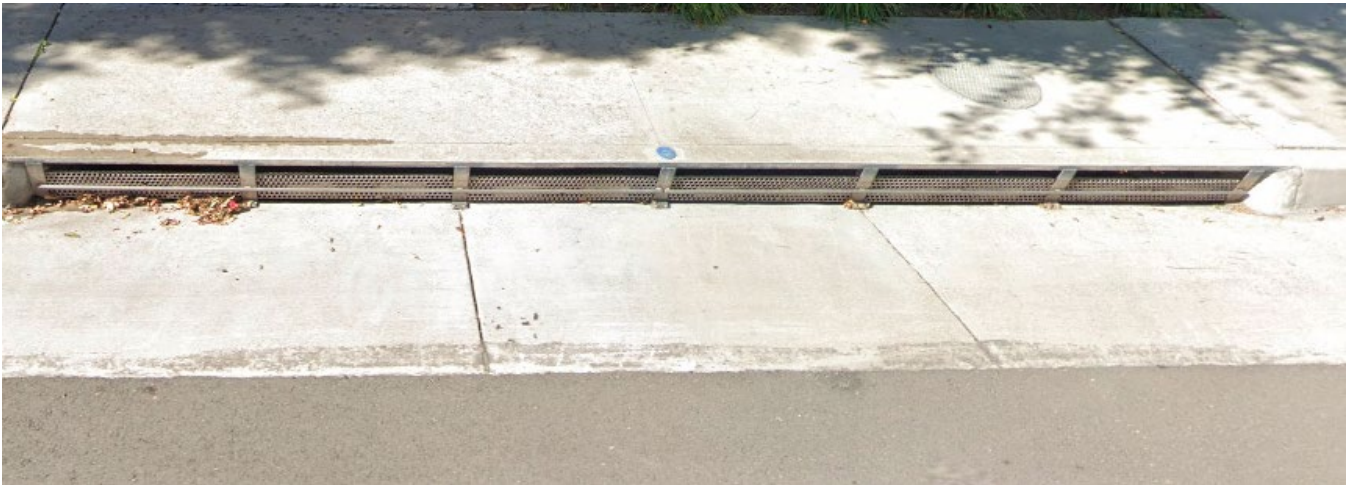


## PROJECT SITE PHOTOS

LH ID# **579** Harrington 25596 E/O Nottingham North Side



LH ID# **580** Chelsea 20' S/O Nottingham West Side



LH ID# **585** Woodbluff 27135 E/O Greenhills North Side





## PROJECT SITE PHOTOS

LH ID# **587** Chelsea 10' S/O Nottingham East Side



LH ID# **591** Woodbluff 27136 E/O Greenhills South Side



LH ID# **616** Lone Acres 25798 Lost Trail end





ATTACHMENT

## **D. Detailed Project Schedule**

**CITY OF LAGUNA HILLS**  
OCTA ECP Project X 2023-24 Project

**DETAILED SCHEDULE**

|                                                    |            |
|----------------------------------------------------|------------|
| City Council Approval of Resolution                | 5/9/2023   |
| OCTA Grant Award Announcement                      | 10/11/2023 |
| OCTA & City Agreement Letter Signed                | 1/25/2024  |
| City Award of Contract to Contractor               | 6/4/2024   |
| Contractor Construction/Installation<br>START      | 7/1/2024   |
| (See attached G2 Construction Schedule)            |            |
| Contractor Construction/Installation<br>COMPLETION | 9/20/2024  |



Lic. #801253 - A, C8, C60  
 1352 E. Borchard Ave.  
 Santa Ana, CA 92705  
 714.748.4242  
 info@g2construction.com

# Installation Schedule

## City of Laguna Hills

### 2023-24 OCTA ECP

March 22, 2023

| Action                                                       | Time (from signed contract) |
|--------------------------------------------------------------|-----------------------------|
| 1. Evaluate all catch basins and take detailed measurements. | 3 weeks                     |
| 2. Fabricate custom CPS-Mod™ & ARS-CL™                       | 5 weeks                     |
| 3. Install custom fitted CPS-Mod™ & ARS-CL™                  | 7 weeks                     |
| 4. Inspection and sign-off                                   | 1 weeks                     |
| TOTAL PROJECT (start to finish)                              | 16 WEEKS                    |



ATTACHMENT

## **E. Design Drawings**

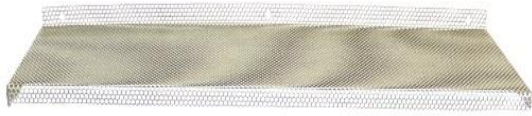


# CPS-Mod™

Patented

CPS Modular Series

CA State Water Board Certified - **FULL CAPTURE SYSTEM**



**G2 CPS-Mod™** Full-Capture 5mm perforated screens with patented modular design for easy installation inside catch basins. Approved by the California State Water Board, LACDPW, OCPW, OCTA, SF Bay RWQCB & agencies everywhere. The **CPS-Mod™** prevents trash, pollutants, and debris from entering waterways through the catch basin outlet pipe.

- Made from 304 Stainless Steel for extended life.
- Sized to meet or exceed 1-year, 1-hour storm.
- Modular to easily fit all catch basin types.
- Custom designed and fabricated to each catch basin to ensure compliance of no gaps > 5mm in size.
- Professionally installed by G2 or a trained & certified installer.
- Quick Release Removable (*optional*)
- Mosquito & Vector Abatement Deflector (*where required*)

Recommended with G2's ARS CamLock Series™





# CPS-Mod™

Patented

## CPS Modular Series

### FULL CAPTURE SYSTEM Certified by California State Water Board & Regional Water Quality Control Boards

#### G2 CPS-Mod™ Connector Pipe Screen

##### Function:

- Captures all pollutants 5mm and larger that enter the catch basin.
- Pollutants prevented from exiting the catch basin:
  - Primary: plastics (food containers, bags, bottles, straws); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other all other objects.
  - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.

##### Design, Flexibility, & Approval:

- Custom designed and fabricated for each catch basin and its unique features.
- Fits any standard catch basin with discharge pipe on front, back, or side wall.
- Approved by State Waterboard, Los Angeles County DPW, City of LA, Orange County DPW, OCTA, San Francisco Bay Area Water Resource Board, and agencies everywhere.

##### Material & Fabrication:

- Made of 304 stainless steel; 14 gauge with 5mm holes.
- *"Made in California, USA"*

##### Value:

- Low initial capital investment relative to other storm water quality BMPs. Lower long-term and total lifetime costs vs. any water quality BMP or taking no action.
- Requires no replacement filters or parts.
- G2's CPS-Mod™ in combination with the G2's ARS-CL™ creates the most effective BMP system and greatest value.

##### Public Outreach:

- Residents aware of the CPS-Mod™ installed in their local catch basin perceive it to be an environmental benefit and demonstrates an environmentally conscious community.

Recommended with **G2's ARS CamLock Series™** screens, for the most complete full capture system.



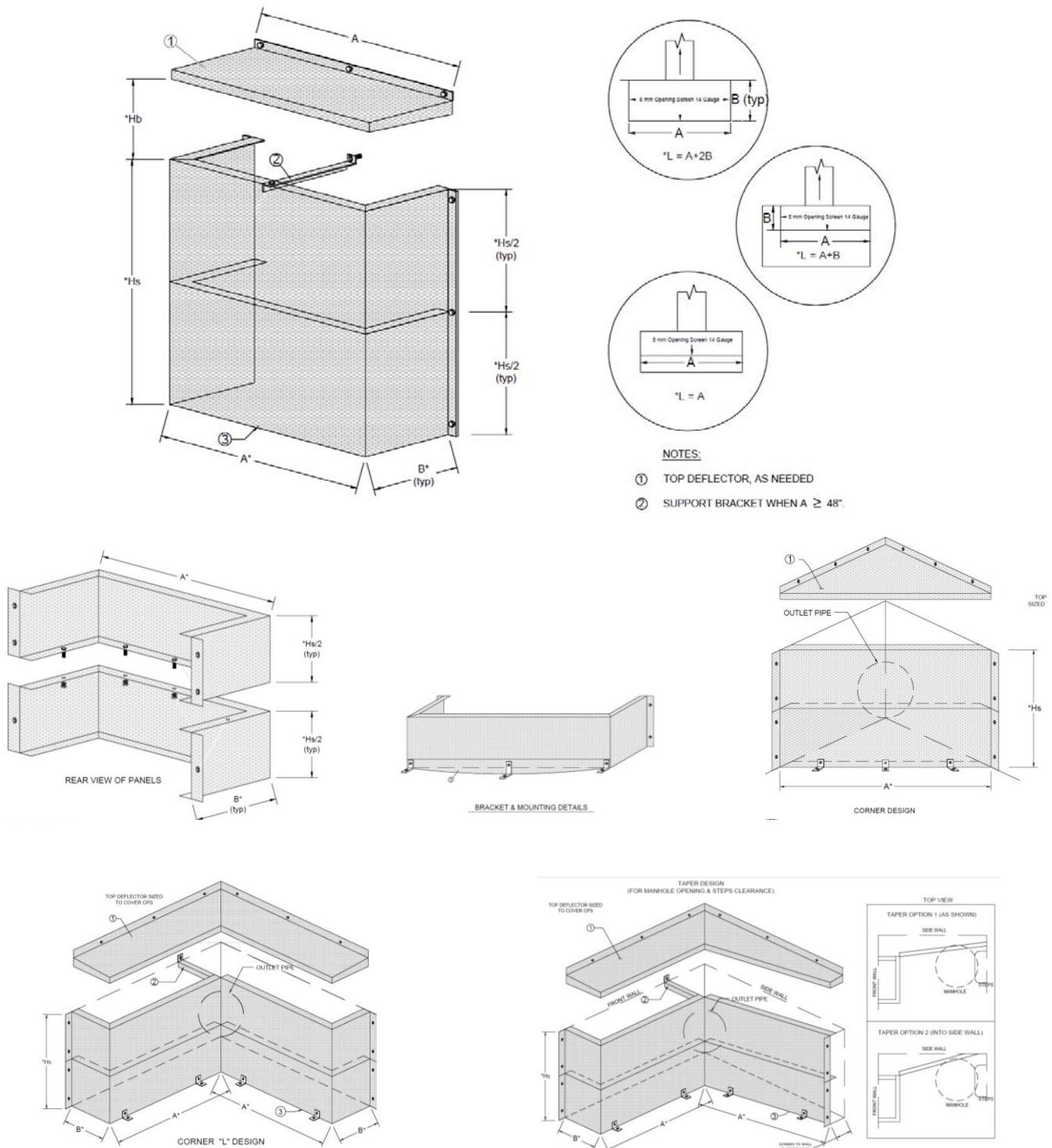


# CPS-Mod™

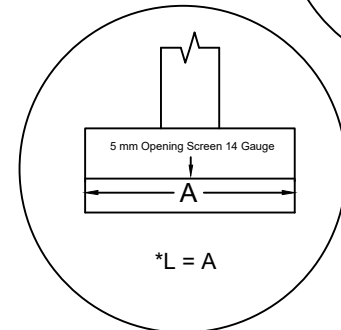
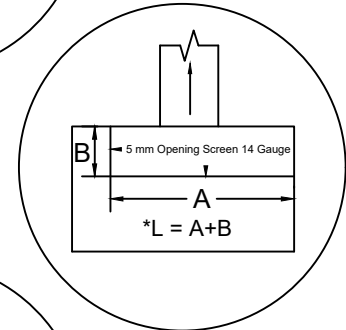
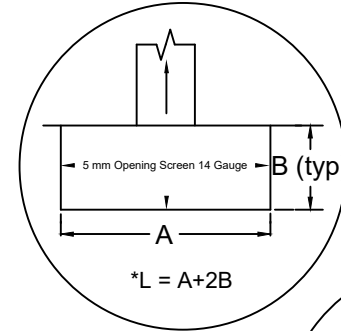
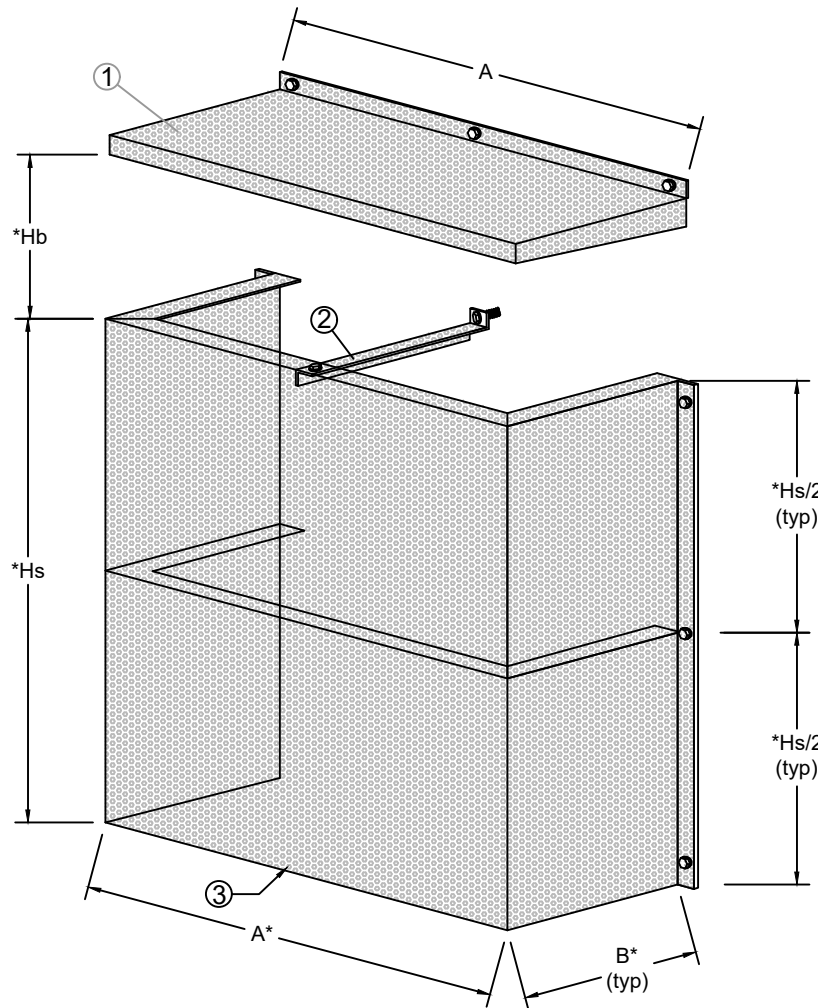
Patented

CPS Modular Series

**FULL CAPTURE SYSTEM**



G2 Construction, Inc.  
Connector Pipe Screen (CPS)  
Full Capture Model: G2 CPS - Modular  
Patented



NOTES:

- ① TOP DEFLECTOR, AS NEEDED
- ② SUPPORT BRACKET WHEN  $A \geq 48"$ .
- ③ BOTTOM TRIM SIZED TO FIT, AS NEEDED, SEE SHEET #3.

Screen made of 304 Stainless Steel  
14 gauge, with 5 mm openings.

NOT TO SCALE

Manufactured and Installed Exclusively by:  
**G2 Construction, Inc.**

Office (714) 748-4242  
info@g2construction.com

CA Lic. # 801253 A, C-8, C-60  
1352 E. Borchard Avenue  
Santa Ana, CA 92705





# ARS-CL™

## ARS CamLock Series

Patented

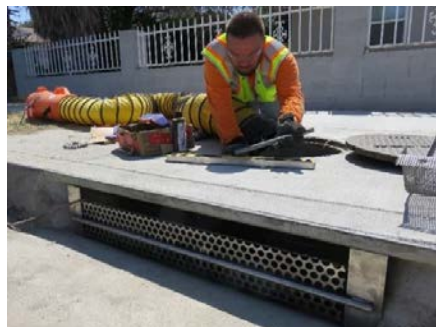


**G2's ARS-CL™** automatic retractable screen with CamLock technology prevents trash and debris from entering catch basins through the curb opening. Approved by LACDPW, OCTA, OCPW, SF Bay ABAG, and most agencies. Approved for Trash Amendment TRACK 2 compliance.

Reduces catch basin cleaning costs and CPS maintenance. Prevents up to 95% of trash and debris from entering the catch basin.

- Made from 304 Stainless Steel for extended life.
- Custom designed, fabricated & fitted to each curb opening. *"Made in California, USA"*
- Independent ARS-CL™ devices open and lock between all catch basin support bolts.
- Sized to meet or exceed 1-year, 1-hour storm\*.
- Professionally installed by G2.

Recommended with G2's CPS-Mod Series™







# ARS-CL™

## ARS CamLock Series

Patented

### ARS-CL™ Automatic Retractable Screen

#### Function:

- Stops all pollutants  $\frac{3}{4}$  inches and larger from entering catch basins and water systems.
- Significantly reduces cleaning frequency for catch basins and CPS-Mod™ maintenance.
- Pollutants prevented from entering the catch basin:
  - Primary: plastics (food containers, bags, bottles); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other objects (balls, toys).
  - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.
- Automatically unlocks and opens during storm events to prevent street flooding.
- Automatically re-locks in the closed position to prevent pollutant access.
- Low maintenance. Prevents 85-95% of trash and debris from entering the catch basin.

#### Design, Flexibility, & Approval:

- Custom designed and fabricated for each catch basin's curb opening.
- Fits any standard curb-face catch basin opening.
- Approved by Los Angeles County DPW, City of LA, Orange County DPW, OCTA, San Francisco Bay Area Water Quality Board, Contra Costa County DPW, and Agencies nationally.

#### Material & Fabrication:

- 100% stainless steel device.
- Fabricated in Orange County. *"Made in California, USA"*

#### Value:

- Significantly reduces catch basin cleaning requirements and costs.
- Low initial capital investment relative to other storm water quality BMPs. Lower long-term and total lifetime costs vs. any water quality BMP or taking no action.
- Requires no replacement filters or parts.
- Works in harmony with regular street sweeping programs.

#### Aesthetics & Environmentalism:

- Beautiful stainless steel devices add aesthetic value to streets and neighborhoods.
- Residents perceive the ARS-CL™ to be an environmental benefit and demonstrates an environmentally conscious community.

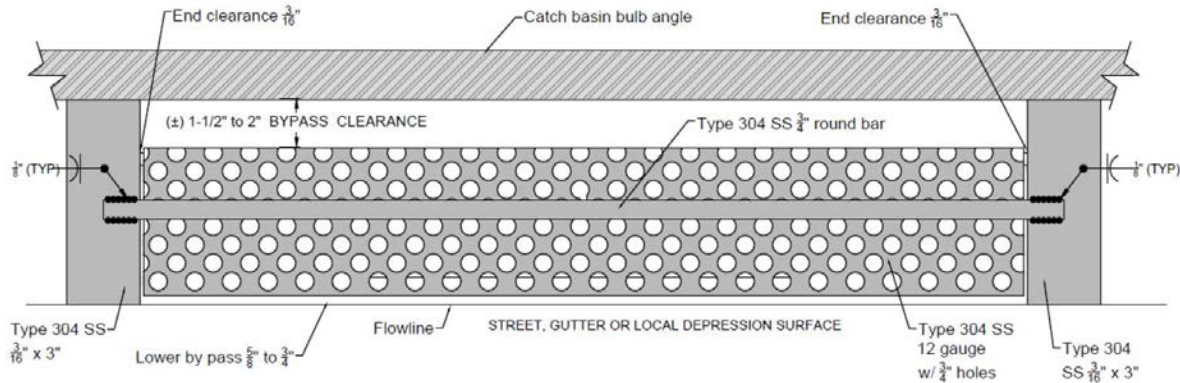
Recommended with **G2's CPS-Mod Series™** screens, for the most complete full capture system.



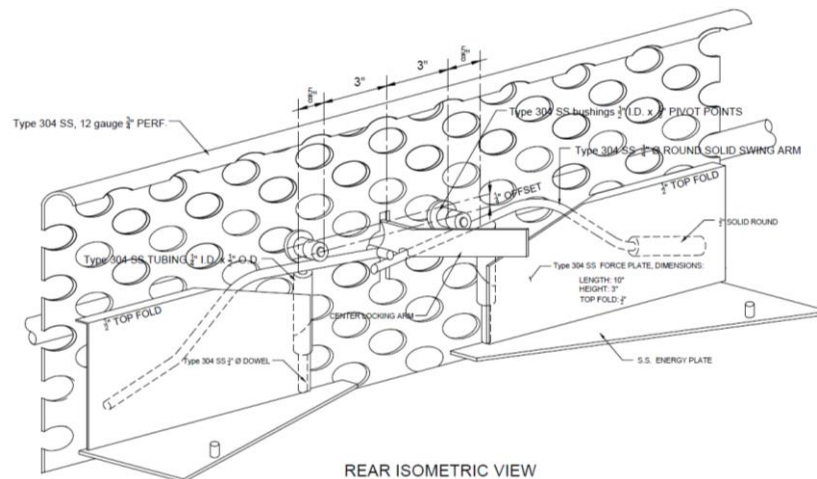
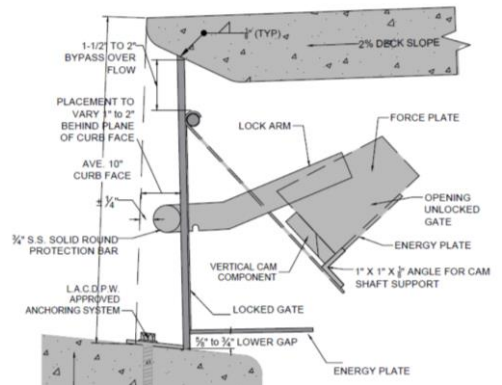
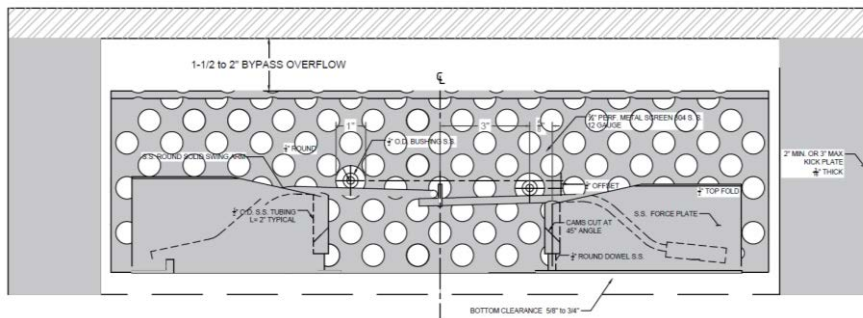
# ARS-CL™

Patented

## ARS CamLock Series



FRONT VIEW



REAR ISOMETRIC VIEW



## State Water Resources Control Board

### Certified Trash Full Capture Systems Available to the Public (Updated October 13, 2022)

TABLE 1. Catch Basin Inserts and Other Insert Systems

| Applicant/Owner       | Full Capture System Name                  | Date of Application Certification and Update (if applicable), or Fact Sheet Update | Date of Vector Control Accessibility Approval |
|-----------------------|-------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------|
| G2 Construction, Inc. | G2 CPS-Mod™ and Removable CPS-Mod™ Screen | Application 18 06/26/19                                                            | 03/15/19                                      |
| G2 Construction, Inc. | G2 Grated Inlet Trash Screen              | Application 19 06/26/19                                                            | 04/10/19                                      |



## Device Filtered Flow Rate Calculation

### What are the filtered flow rates for G2 Construction devices, and how are they determined?

G2 Construction (G2) reports filtered flow rates based on hydrology modeling and testing with water flows.

Our design team applies the same formula used by the Los Angeles County Department of Public Works (LACDPW) to calculate filtered CFS (cubic feet per second) in their *TECHNICAL REPORT on Connector Pipe Screen Design and Full Capture TMDL Compliance* (April 2007). This technical report was submitted and approved by the *Los Angeles Regional Water Quality Control Board*.

**CPS-Mod™ CFS Formula:**  $Q_{screen} = cA_{screen}\sqrt{2gh}$

Where:

Qscreen= Max CFS filtered thru screen.

c = Coefficient of the screen orifice for friction & turbulence.

A = Area of the screen.

g = Gravity.

h = Differential head of upstream vs. downstream side of screen.

Using this formula, G2 calculates the filtered CFS for different designs, and with different assumptions. Catch basin discharge pipes are designed and sized to transport the area's stormwater from the catch basin. G2 designs each CPS-Mod™ based on the size and location of the discharge pipe, and size and configuration of the catch basin.

In addition to modeling filtered CFS with formulas, G2 has tested our devices with flowing water. Results found that actual flowing water CFS rates were 90-95% of the modeled formulas.

However, G2 realizes there are many factors that can reduce filtration rates not included in the formulas. We take a conservative approach by applying a size factor that calculates filtration rates for a smaller device that estimated, typically 85%. This provides a safety factor.

G2 knows there are real world variables that will reduce flow rates, and screen blockage is the most common issue. For that reason, G2 designs assume that a percentage of the screen will be blocked with trash or debris, and our designs typically assume between 10-30% of the screen cannot pass water. This directly reduces the assumed filtration rates.

Each of G2's ARS-CL™ screens varies in curb opening width between 3.5' to 5', and is designed to unlock and open when 4" of water pools in front of the catch basin. The same formula is used to determine device filtered flow rates. Similarly, our designed filtered flow rates for the closed ARS-CL™ screen assumes there is some screen blockage. LACDPW has performed hydrology tests on the ARS-CL™ at the San Gabriel dam test facility and has approved the design.

### Device Filtered Flow Rate Testing with Water

G2's devices have been testing using flowing water to simulate real-world conditions. Attached is a report of filtration testing performed on the patented CPS-Mod™. This test and the results were included in G2's application to the State Waterboard that resulted in the certification of G2's CPS-Mod™ and GITS™ devices as *Full Capture Systems*.

## FILTERED FLOW RATE TESTING

### Device Tested: G2 Construction – CPS-Mod™

#### Filtered Flowrate (CFS) Testing for G2 CPS-Mod™

**Summary:** Lab testing of G2-1 CPS-Mod™ was performed to determine filtered flow rates (CFS) in a simulated in-house catch basin system. Results showed that an average sized G2 CPS (7.0 sqft screen) will filter more than 10 CFS of water when clean. This filtered flow rate exceeds the peak flowrate of the one-year, one-hour storm event for most catch basins with discharge pipe less than 24". Results also showed that when 25% of the screen is blocked it will continue to filter at least 8 CFS.

The primary limitation of the testing was due to limited supply of water (900 gallons), which was recycled during testing. For all tests the G2-1 CPS successfully filtered all water flows without overflowing the screen. If higher CFS flow rates were available during testing, then higher maximum filtered flow rates would have resulted.

**Methodology:** G2 built an in-house water flow system with three chambers:

1. Water Source Chamber holds up to 120 cubic feet of water (900 gallons).
2. Test Chamber is a simulated catch basin where the tested CPS was installed.
3. Recycle Tank collects tested water (120 cubic ft; 900 gal), where it is pumped back up to the source chamber.

Test Chamber Dimensions:

| Catch Basin (Test Chamber) |                  |
|----------------------------|------------------|
| CB (SPPWC) Type:           | 300-             |
| Width:                     | 3.50 ft          |
| Front to Back:             | 3.16 ft          |
| V-Depth:                   | 3.50 ft          |
| Discharge Pipe:            | 2.00 ft. in diam |

Tested G2-1 CPS-Mod™ device:

| Test G2 CPS Dimensions  |           |
|-------------------------|-----------|
| Height:                 | 1.88 ft   |
| Length Total Screen:    | 4.00 ft   |
| Length (Front, side 1): | 2.00 ft   |
| Length (Side 2):        | 1.00 ft   |
| Length (Side 3):        | 1.00 ft   |
| Fitting Loss:           | -0.50 ft  |
| Total Area of Screen:   | 7.00 sqft |

This CPS was tested under two scenarios:

1. 0% screen blockage.
2. 25% blockage. The bottom 25% of the screen was tightly covered with impermeable plastic barrier.

For each test, up to 120 cubic feet flowed from the water source chamber, into the test chamber and through the CPS.

#### Test Results:

| Tests                | Tested Max Flow Rate | CPS Filtered Flow | 1-Year, 1-Hour Storm |
|----------------------|----------------------|-------------------|----------------------|
| 1. CPS: 0% Blockage  | 12.9 CFS             | 100%              | Yes                  |
| 2. CPS: 0% Blockage  | 13.6 CFS             | 100%              | Yes                  |
| 3. CPS: 25% Blockage | 10.6 CFS             | 100%              | Yes                  |

In all test scenarios, the G2 CPS filtered 100% of the water without water rising and overflowing the screen.

Analysis: The CPS could have filtered more water, if it was available, without overflowing. The tested G2 CPS had a filtered flowrate that exceeded 1.5 CFS per square foot of screen.

Conclusion: Testing showed that G2's CPS of average size (7 sqft screen) filters water in excess of 10 CFS. This rate exceeds the full capture requirements of most catch basins with a discharge pipe diameter less than 24". The primary limitation of this test was the inability to supply higher water volumes and flow rates. Further testing is recommended.

#### Photos of CFS Tests

G2 CFS Tester (3 chamber system)

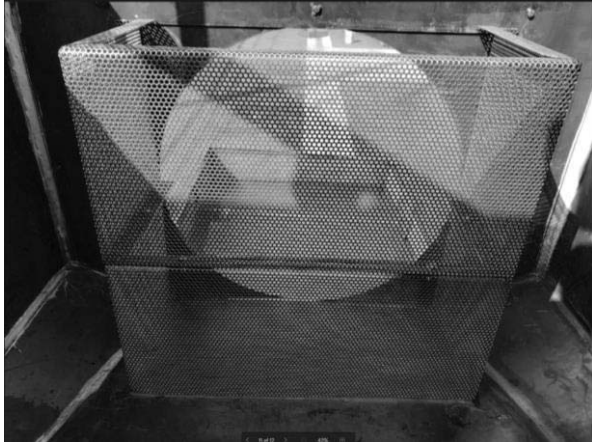


Water Source Chamber (120 CF / 900 Gallons)





Scenario 1: 0% Blockage of Screen



Scenario 2: 25% Blocked with plastic

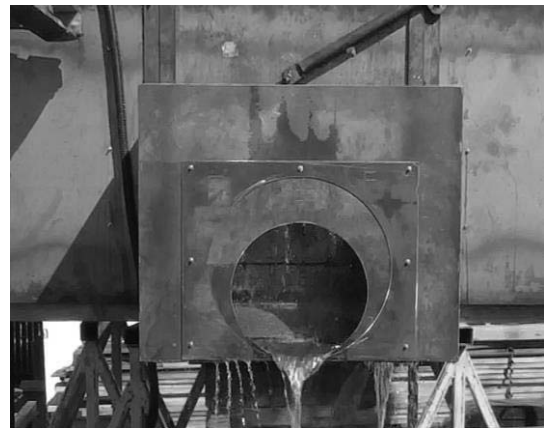


Before Test

Test Chamber



Discharge Pipe



During Test



## CITY OF LAGUNA HILLS

OCTA ECP 2023-24 Project X

## TRASH & DEBRIS CAPTURE

### Cubic Feet Estimate

ARS-CL™ and CPS-Mod™ receiving Catch Basins

|             |          |                                  | ASSUMPTIONS  |              |                                 |
|-------------|----------|----------------------------------|--------------|--------------|---------------------------------|
|             |          |                                  | ARS-CL       | CPS-Mod      |                                 |
| CB "W" (ft) | CB Count | Linear Feet (LF) of Curb Opening | Cubic Ft/ LF | Cubic Ft/ LF | Cubic Ft Trash/ Debris Captured |
| 3.5         | 4        | 14                               | 6            | 3            | 126                             |
| 7           | 2        | 14                               | 6            | 2            | 112                             |
| 10          | 3        | 30                               | 6            | 2            | 240                             |
| 14          | 5        | 70                               | 6            | 2            | 560                             |
| 21          | 2        | 42                               | 6            | 2            | 336                             |
| 28          | 3        | 84                               | 6            | 2            | 672                             |
| 35          | 3        | 105                              | 6            | 2            | 840                             |
| 22          |          | 359                              |              |              | 2,886                           |

CPS-Mod™ receiving Catch Basins (existing ARS-CL)

|                  |          |                                  | ASSUMPTIONS             |              |                                 |
|------------------|----------|----------------------------------|-------------------------|--------------|---------------------------------|
|                  |          |                                  | ARS-CL                  | CPS-Mod      |                                 |
| Average "W" (ft) | CB Count | Linear Feet (LF) of Curb Opening | Cubic Ft/ LF            | Cubic Ft/ LF | Cubic Ft Trash/ Debris Captured |
| 14               | 54       | 756                              | counted earlier project | 2            | 1,512                           |

**TOTAL****76****1115**

CB Count

Linear Feet (LF) of  
Curb Opening**4,398**Cubic Ft Trash/ Debris  
Captured per Year

## **F. City Council Resolution**

**(To be Approved by City  
Council on May 9, 2023)**



## RESOLUTION NO. 2023-XX-XX-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE PHASE XII CATCH BASIN DEBRIS GATE PROJECT

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

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Laguna Hills possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City of Laguna Hills authorizes the nomination of the Phase XII Catch Debris Gate Project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Hills to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Hills will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Laguna Hills will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Laguna Hills will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Laguna Hills will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Laguna Hills must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Laguna Hills authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of Laguna Hills will provide a minimum of 20% in matching funds for the Phase XII Catch Debris Gate Project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

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

SECTION 1. The City Council of the City of Laguna Hills hereby authorizes the Public Works Director, as the official representative of the City of Laguna Hills to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Phase XII Catch Debris Gate Project.

SECTION 2. The City Council of the City of Laguna Hills agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED, AND ADOPTED this 9<sup>th</sup> day of May 2023

\_\_\_\_\_  
JANINE HEFT, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution  
No. 2023-XX-XX-X adopted by the City Council of the City of Laguna Hills, California, at  
a Regular Meeting thereof held on the 9<sup>th</sup> day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

---

JENNIFER LEE, CITY CLERK



**G. Project Drainage Areas, Priority Land Uses,  
BMP Location & KMZ Files**

**STORMWATER DRAINAGE FILTERED**

| <b>Priority Land Use (PLU) Areas</b> |                   |                       |
|--------------------------------------|-------------------|-----------------------|
| <b>KMZ File Name</b>                 | <b>PLU Reason</b> | <b>Drainage Acres</b> |
| PLU 1                                | Commercial        | 7.22                  |
| PLU 2                                | Commercial        | 5.82                  |
| PLU 3                                | Arterial          | 3.10                  |
| PLU 4                                | Commercial        | 1.66                  |
| PLU 5                                | Commercial        | 30.50                 |
| PLU 6                                | Arterial          | 0.76                  |
| PLU 7                                | Arterial          | 7.46                  |
| PLU 8                                | HD Res            | 2.76                  |
| PLU 9                                | Commercial        | 1.94                  |
| PLU 10                               | Arterial          | 1.75                  |

**Total PLU Acres: 63.0**

**Project Cost Per PLU Acre: \$3,970**

| <b>Non-PLU Areas</b>  |                 |                       |
|-----------------------|-----------------|-----------------------|
| <b>KMZ File Name</b>  | <b>Land Use</b> | <b>Drainage Acres</b> |
| Non-PLU Residential 1 | Residential     | 276                   |
| Non-PLU Residential 2 | Residential     | 5.17                  |
| Non-PLU Residential 3 | Residential     | 6.42                  |
| Non-PLU Residential 4 | Residential     | 53.2                  |
| Non-PLU Residential 5 | Residential     | 4.44                  |

**Total Non-PLU Acres: 345.2**

**Total Project Acres: 408.2**

| <b>ARS-CL Drainage</b> |                     |                       |
|------------------------|---------------------|-----------------------|
| <b>KMZ File Name</b>   | <b>Land Use</b>     | <b>Drainage Acres</b> |
| ARS-CL Drain 1         | Non-PLU Residential | 5.17                  |
| ARS-CL Drain 2         | Non-PLU Residential | 6.42                  |
| ARS-CL Drain 3         | Non-PLU Residential | 18.8                  |
| ARS-CL Drain 4         | Non-PLU Residential | 23.6                  |
| ARS-CL Drain 5         | Non-PLU Residential | 8.46                  |
| ARS-CL Drain 6         | Non-PLU Residential | 4                     |
| ARS-CL Drain 7         | Non-PLU Residential | 11.3                  |
| ARS-CL Drain 8         | Non-PLU Residential | 6.78                  |
| ARS-CL Drain 9         | PLU - Arterial      | 7.46                  |
| ARS-CL Drain 10        | PLU - Commercial    | 1.66                  |
| ARS-CL Drain 11        | PLU - Commercial    | 5.82                  |
| ARS-CL Drain 12        | PLU - Arterial      | 3.1                   |
| ARS-CL Drain 13        | PLU - Commercial    | 7.22                  |

**Total Acres: 109.8**

**PLU Acres: 25.3**

## CITY OF LAGUNA HILLS - OCTA ECP Project X 2023 -24

**KMZ FILES**

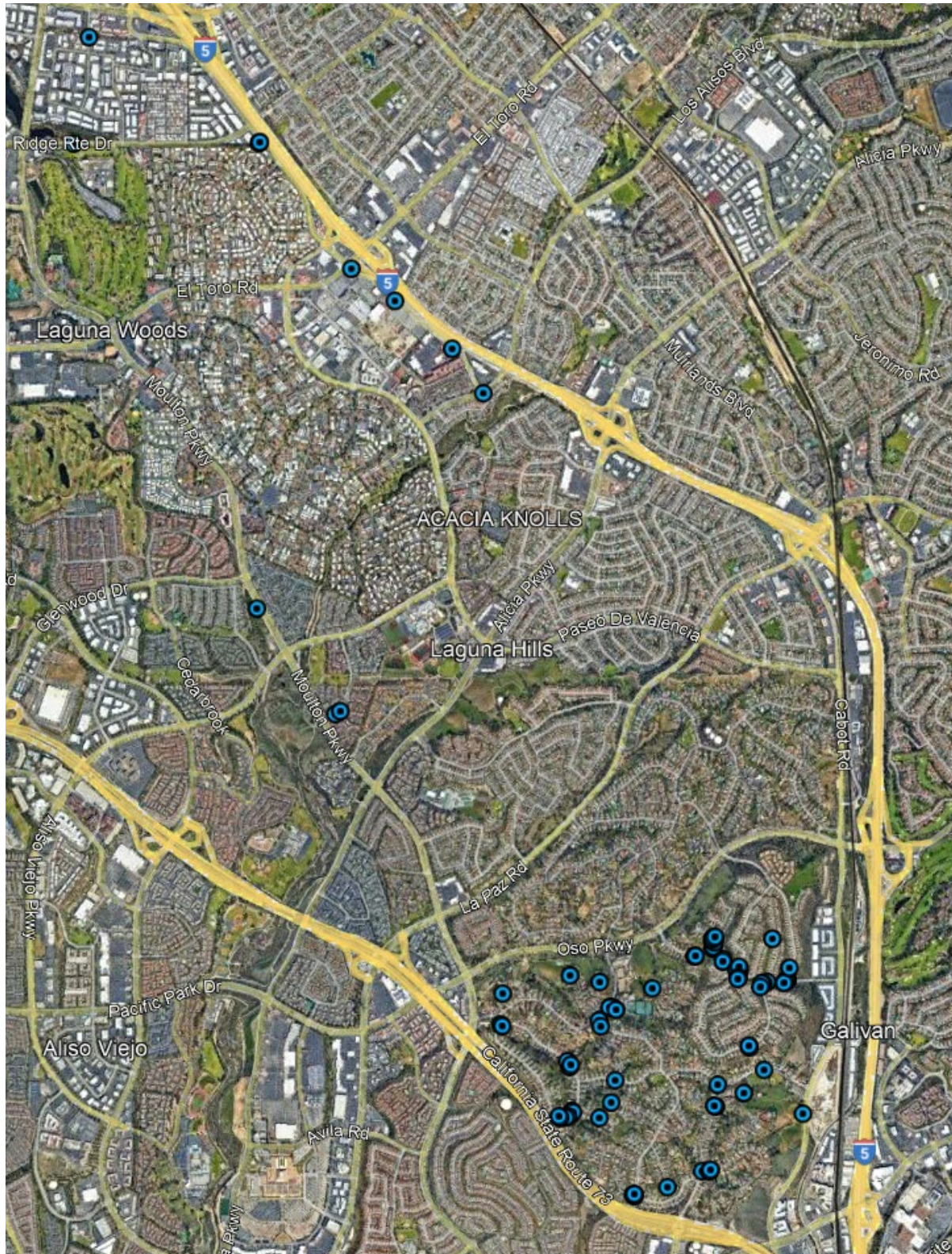
- ☐  LAGUNA HILLS OCTA PROJ. X 23-24
  - ☐  1. Laguna Hills 76 CBs (4.8.2023) 2023 OCTA
  - ☐  2. LH CPS-Mod + ARS-CL 21 (4.8.2023).csv
  - ☐  3. LH CPS-Mod only 54 (4.8.2023).csv
  - ☐  4. LH ARS-CL only 1 (4.8.2023).csv
  - ☐  5. LH - ARS-CL 22 cbs (4.8.2023.csv
  - ☐  A. LH Watershed- Aliso Creek CBs (4.9.2023)....
  - ☐  B. LH Watershed- San Juan Creek CBs (4.9.20...
  - ☐  Drainage
    - ☐  PLU
      - ☐  PLU - 1
      - ☐  PLU - 2
      - ☐  PLU - 3
      - ☐  PLU - 4
      - ☐  PLU - 5
      - ☐  PLU - 6
      - ☐  PLU - 7
      - ☐  PLU - 8
      - ☐  PLU - 9
      - ☐  PLU - 10
    - ☐  Non-PLU
      - ☐  Non-PLU Residential 1
      - ☐  Non-PLU Residential 2
      - ☐  Non-PLU Residential 3
      - ☐  Non-PLU Residential 4
      - ☐  Non-PLU Residential 5
    - ☐  ARS-CL Drainage
      - ☐  ARS-CL Drain 1
      - ☐  ARS-CL Drain 2
      - ☐  ARS-CL Drain 3
      - ☐  ARS-CL Drain 4
      - ☐  ARS-CL Drain 5
      - ☐  ARS-CL Drain 6
      - ☐  ARS-CL Drain 7
      - ☐  ARS-CL Drain 8
      - ☐  ARS-CL Drain 9
      - ☐  ARS-CL Drain 10
      - ☐  ARS-CL Drain 11
      - ☐  ARS-CL Drain 12
      - ☐  ARS-CL Drain 13



## CITY OF LAGUNA HILLS - OCTA ECP Project X 2023 -24

**OVERVIEW MAP**

**KEY: Catch Basins for BMP Devices = Blue Circles**





## CITY OF LAGUNA HILLS - OCTA ECP Project X 2023 -24

## PLU Areas





ATTACHMENT

## **H. Vendor and Installer Qualifications**



## CREDENTIALS & QUALIFICATIONS

### Background & Experience

G2 Construction started operations in Orange County in 2001 with strong foundations in welding, concrete construction, shop fabrication, and field work. The company began designing, fabricating, and installing catch basin curb opening automatic retractable screens (ARS) and full-capture connector pipe screens (CPS) and other stormwater protection devices for Los Angeles County Department of Public Works (LACDPW) and southern California municipalities in 2002.

Since then, G2 has fabricated and installed tens of thousands of approved catch basin inserts and screen covers on hundreds of stormwater projects in the Orange County and Los Angeles area. G2 offers complete solutions by performing project evaluation and consultation on stormwater devices and then designing, fabricating, and installing highly effective devices to meet and exceed specifications.

### G2's General Credentials

- Orange County Public Works (OCPW) and OCTA M2 Environmental Cleanup Program approved storm water quality devices:
  - o CPS-Mod™ patented Full Capture System approved by State Waterboard.
  - o GITS™ grated inlet trash screen Full Capture System approved by State Waterboard.
  - o ARS-CL™ patented automatic retractable screen.
- OCPW ranks G2 Construction as their #1 stormwater device provider (2020 RFP & 2014 RFP). Awarded Master Purchase Agreements covering 2015 - 2025.
- Los Angeles County Dept. of Public Works & City of Los Angeles Bureau of Sanitation approved products: ARS-CL™ & CPS-Mod™
- Association of Bay Area Governments (ABAG) Approved products (all)
- California Contractor Licenses: A (General Contractor), C-8 (Concrete), C60 (Welding)
- Orange County Local Small Business (OCLSB) certified. [see Attached]
- Disadvantaged Business Entity (DBE) certified. [see Attached]
- Minority Business Entity (MBE) certified. [see Attached]
- Small Business Entity (SBE) certified.



## G2's Technical Expertise

G2 Construction is at the forefront of the stormwater device industry. G2 has designed and fabricated the most advanced stormwater protection devices to solve the needs of public agencies and private developers. Our advanced methodologies for fabrication and installation have made G2 the industry leader in providing custom-fitted stainless steel catch basin inserts and curb opening screen covers.

G2 has developed a high degree of technical expertise by incorporating all phases (evaluation, consulting, design, fabrication, installation, reporting) of stormwater projects, and learning from hundreds of installed projects over the years. We have become extremely familiar with all the procedures required for success.

Our depth of knowledge and technical experience has been the result of solving many dozens of challenges and constraints of projects over two decades. This includes, among many others, solving for all the various catch basin types and sizes and conditions that we face in the field.

We've learned something new from most projects and most clients. Our experiences with cities in Orange County and throughout southern California have been very good for many years. Because many cities have developed an advanced knowledge of the industry and recognize quality and value, it makes G2's work more effective, efficient, and valuable.

Fortunately, G2's strong culture for project management helps us to organize projects effectively and manage diverse teams. This has enabled G2 to have a 100% rate of success for completing projects and within budget.

G2 provides its technical expertise and installation services throughout California and focuses on the Orange County and Los Angeles County regions.

## Letters of Reference

G2's customers provide additional insights into our qualifications. Attached are a few letters of our customer letters of recommendation.



## CITY OF LAGUNA HILLS

February 12, 2020

Orange County Public Works  
Procurement Services  
601 North Ross Street  
Santa Ana, CA 92701

SUBJECT: LETTER OF REFERENCE: G2 Construction, Inc.  
TRASH AND DEBRIS CAPTURE DEVICES – RFP# 080-C026659-NM

To Whom It May Concern:

The City of Laguna Hills has worked with G2 Construction, Inc., (G2) since 2007 to purchase and have installed the custom ARS trash and debris screens at catch basins throughout the City. Between 2012-2020, G2 installed these devices for eight annual City projects that were winners of the OCTA Environmental Cleanup Program's grant funds to address water pollution. The City has been very satisfied with G2's performance on all of their projects.

G2 has fabricated and installed more than 2,300 ARS screens and 150 CPS-Mod full trash capture devices in 515 catch basins across the City. G2 is currently completing the City's CPS-Mod and ARS-CL Screen Project, Phase VIII, project. All of these installations have been satisfactorily completed and G2's devices have been effective in preventing vegetation, debris, and trash from entering our storm drain system.

G2 has shown themselves to be professional, competent and reliable in providing and installing their proprietary devices. Their projects start and finish on time, and their crews perform quality work. Our inspectors and field managers have been pleased with their work performance and project completions within budget. The City has worked with the same G2 management team for the past decade and found them to be very responsive to the City's needs. G2 has been a trusted and experienced storm water device manufacturer and installer for the City. We continue to contract with them for the City's storm water trash and debris devices.

Sincerely,

Kenneth H. Rosenfield, P.E.  
Assistant City Manager/Public Services Director



February 25, 2020

Re: Letter of Recommendation for G2 Construction, Inc.

**Mayor**  
Neeki Moatazedi

**Mayor Pro Tem**  
Mike James

**Council Members**  
Dwight Robinson  
Mark Tettemer  
Scott Voigts

**City Manager**  
Debra DeBruhl Rose

On behalf of the City of Lake Forest, I am pleased to provide a letter of recommendation for G2 Construction for the Trash and Debris Capture Device RFP.

G2 has been the City's installer of stormwater trash capture devices for more than six years and has installed more than 800 devices across the City, including the automatic retractable screen ("ARS") and connector pipe screen ("CPS") units. During that time, G2's service and products have exceeded expectations and as a result they have been designated as a sole source provider to the City of Lake Forest for catch basin debris capture devices.

G2's construction management is excellent, and any issues that arise are addressed in a timely manner. All the annual installation phases of the project have been completed on time and within budget. In the limited instances where installed devices have required maintenance or repair, G2 has responded promptly to completely address the City's needs. G2's capture devices have been critical to the City's compliance with the NPDES MS4 permit and we have found the ARS and CPS units to be very effective in preventing trash and debris from entering the storm sewer system.

G2 is among the City's best contractors to work with and I wish to recommend them for consideration.

Sincerely,

Jonathan Poole  
Management Analyst  
(949)461-3498







# City of Mission Viejo

## Public Works Department

Greg Rath  
*Mayor*

Brian Goodell  
*Mayor Pro Tem*

Wendy Bucknum  
*Council Member*

Trish Kelley  
*Council Member*

Edward Sachs  
*Council Member*

February 11, 2020

OC Public Works / Procurement Services  
601 North Ross Street  
Santa Ana, CA 92701

**Subject: Letter of Recommendation for G2 Construction, Inc.**

To Whom It May Concern:

G2 Construction has installed their ARS-CL screens for the City on 6 projects between 2014 - 2020. Their 2020 project also included installing their CPS-Mod full capture screens. The City applied for and won grant funds for these projects from OCTA's M2 Environmental Cleanup Program (Project X).

For each project, G2 provided a simple end-to-end solution that included field evaluations and measurements of catch basins, custom fabrication of devices, installation services, installation photos and support documentation. G2's work has been on schedule and performed without any issues.

I am pleased to offer this letter of recommendation for G2 Construction. The City has found their trash and debris devices to be very effective, and their installation work to be of high quality. The company has been very professional and dependable in their interactions with the City. We look forward to working with G2 Construction on future projects.

If you have any questions, please contact me by telephone at 949-470-8419 or by e-mail at [james@cityofmissionviejo.org](mailto:james@cityofmissionviejo.org).

Sincerely,

Joe Ames, P.E.  
Assistant City Engineer  
City of Mission Viejo

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)

February 10, 2020

Orange County Public Works  
Procurement Services  
601 N. Ross Street  
Santa Ana, CA 92701

**SUBJECT: TRASH AND DEBRIS CAPTURE DEVICES – REQUEST FOR PROPOSAL**  
**City of Seal Beach – Recommendation Letter**

To Whom It May Concern:

This letter of recommendation is in response to Orange County Public Works' Trash and Debris Capture Devices RFP. In my current capacity as the City of Seal Beach's Deputy Public Works Director/City Engineer, and previous capacity as the City of Buena Park's Assistant City Engineer, I have had the pleasure of working with G2 Construction, Inc. (G2) for the installation of multiple capture devices. OCPW's master agreement in partnership with OCTA's Environmental Cleanup Program has allowed many local agencies mitigate transportation-related pollutants. Through this, G2 has provided a seamless approach to successful project delivery, which I have no reservations recommending. The following is a list of services performed under my purview:

- 2020 Seal Beach CPS-Mod (53 screens) + ARS-CL (95 screens)
- 2019 Seal Beach CPS-Mod (55) + ARS-CL (127)
- 2018 Buena Park CPS-Mod (203) + ARS-CL (345) + GITS (38)

Should you have any questions regarding G2's performance, please feel free to reach out at (562) 431-2527, x1322 or [ilee@sealbeachca.gov](mailto:ilee@sealbeachca.gov).

Sincerely,

Iris Lee  
Deputy Public Works Director/City Engineer



---

**Department of Public Works**

DATE: February 27, 2020  
TO: Orange County Public Works  
FROM: Joe Hunt, Senior Management Analyst  
SUBJECT: Reference for G2 Construction

The City of Buena Park has worked with G2 Construction since 2015 to install CPS, ARS, and GITS devices on storm drains throughout the City's public right-of-way. The City has maintained a good working relationship with G2 Construction during that time and our projects have been completed on time and at maximum value to the City. I can recommend G2 Construction for future projects with your or other organizations based on our experiences. We have completed 4 projects with G2 Construction, resulting in over 1,500 screens installed.

Sincerely,

A handwritten signature in black ink, appearing to read "JH", written over a horizontal line.

Joe Hunt, Senior Management Analyst

[jhunt@buenapark.com](mailto:jhunt@buenapark.com)

6650 Beach Blvd

Buena Park, CA 90622

(714 )562-3685





February 19, 2020

OC Public Works  
Procurement Services  
601 North Ross Street  
Santa Ana, CA 92701

**SUBJECT: LETTER OF RECOMMENDATION FOR G2 CONSTRUCTION INC.**

To Whom It May Concern:

G2 Construction was awarded a contract with the City of Los Alamitos for our CATCH BASIN ARS DEBRIS GATES project (CIP 18/19-05) as the lowest bidder in early 2019.

G2 installed more than 250 ARS-CL curb-opening screens in 109 catch basins throughout the City. The project went very smoothly from start to finish. G2's staff communicated frequently and professionally with the City, the work was performed as scheduled, and the devices work as designed.

We found the company's personnel to have a high level of knowledge about the storm water industry and to be very experienced and competent in performing quality installations. In addition to their contracted ARS installations, G2 provided us with the latitude/longitude coordinates of each installation, which is helpful for the City's records.

The City had a very good experience with G2 Construction, and we would be happy to work with them again. If you have any questions, please feel free to contact me at (562) 431-3538 xt 110 or via email at [ckelley@cityoflosalamitos.org](mailto:ckelley@cityoflosalamitos.org).

Sincerely,

**CITY OF LOS ALAMITOS**

Chris Kelley  
City Engineer



# City of La Habra

*"A Caring Community"*

## PUBLIC WORKS / ENGINEERING

110 E. La Habra Boulevard  
Post Office Box 337  
La Habra, CA 90633-0785  
Office Phone: (562) 383-4151  
[www.lahabraca.gov](http://www.lahabraca.gov)

February 24, 2020

OC Public Works / Procurement Services  
601 North Ross Street  
Santa Ana, CA 92701

SUBJECT: G2 Construction - Letter of Recommendation

To Whom It May Concern:

The City contracted with G2 Construction for four phases of the catch basin retrofit program. The City was successful securing grant funds through OCTA's M2 Environmental Cleanup Program (Project X) for each phase. G2 Construction provided field evaluation, measurement of the catch basins, custom fabricated devices, and installations for over 300 catch basins. G2's work has been on schedule and has not exceeded the contract amounts.

G2 Construction has been professional and reliable in their interactions with the City. The City has found their trash and debris devices to work effectively, and their installation work to be of good quality.

I am pleased to offer this letter of recommendation for G2 Construction. Should you have any questions, please feel free to contact me at (562) 383-4158 or by email [crangel@lahabraca.gov](mailto:crangel@lahabraca.gov).

Sincerely,

Cesar Rangel, P.E.  
Principal Engineer



February 12, 2020

Orange County Public Works  
Procurement Services  
601 North Ross Street  
Santa Ana, CA 92701

SUBJECT: G2 Construction, Inc. – Letter of Recommendation

To Whom It May Concern:

The City of Lakewood contracted with G2 Construction on two projects to install State Water Board certified CPS-Mod connector pipe screens and GITS grated inlet trash screens. G2 successfully installed their products in 2016 and 2018 as part of the City's Full-Capture Catch Basin Insert Program to the satisfaction of the City. G2's personnel have been very capable, and both projects installed as scheduled.

Our experience with G2 has been very positive, and I can recommend their products and services. Their team has been very professional and responsive to our needs, and they were quick to provide field evaluations of our catch basins and recommendations for our project. Some of the City's catch basins were unique and G2 was able to manufacture customized CPS-Mod devices that allowed us to meet regulations and the City's water quality objectives.

Please feel free to contact me if you have any additional questions.

Sincerely,

Ms. Konya Vivanti  
Environmental Programs Manager  
City of Lakewood  
5050 Clark Avenue  
Lakewood CA, 90712

(562) 866-9771 ext. 2507  
kvivanti@lakewoodcity.org

# Lakewood





# CITY OF SIMI VALLEY

*Home of The Ronald Reagan Presidential Library*

February 10, 2020

Subject: Letter of Reference  
G2 Construction Inc.

To whom it may concern:

I am pleased to provide this Letter of Reference for G2 Construction, Inc. G2 Construction was awarded contracts with the City of Simi Valley for the fabrication and installation of Connector Pipe Screens (CPS) in storm drain catch basins throughout the city in fiscal year 2014/15, 2015/16, and 2016/17.

My experience with G2 Construction has been very positive. The company has been very professional and easy to work with. The quality of their work has always been excellent, they are very responsive to our needs, and deliver on their promises. Even though our projects have been smaller scale projects, I feel that we were given the same attention that would have been given to larger projects. I have been able to count on them to effectively and efficiently complete the projects within the timelines specified.

If you have any questions, please feel free to contact me at 805-583-6424 or email [kallen@simivalley.org](mailto:kallen@simivalley.org).

Sincerely,

Kay Allen  
Environmental Compliance Program Coordinator/Stormwater

City of Simi Valley  
Public Works  
500 West Los Angeles Ave  
Simi Valley CA 93065

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)



## Public Works Department

2100 Thousand Oaks Boulevard • Thousand Oaks, CA 91362  
Phone 805/449.2400 • Fax 805/449.2475 • [www.toaks.org](http://www.toaks.org)

February 12, 2020

RE: Letter of Recommendation

To Whom It May Concern:

This letter of recommendation for G2 Construction (G2) is based on their 2019 installation for the City's CATCH BASIN CPS AND INLET SCREEN IMPROVEMENT – MI 2565 project. G2 Construction was awarded the contract to manufacture and install their State Waterboard certified CPS-Mod and custom designed Curb-Opening Fixed Screen devices.

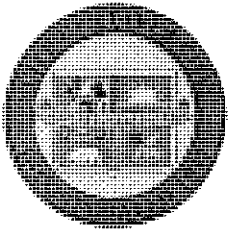
G2 Construction installed their devices in over 100 catch basins and their work was performed professionally, quickly, and with good quality. Throughout the project their personnel effectively communicated their schedule, project status, and solutions to issues. Their field manager coordinated very well with our inspector and Municipal Service Center staff. In addition, G2 provided quick response to answer our questions and concerns.

G2 Construction also provided photos of each installed device once completed. Both the CPS-Mod and Curb Screen devices have been very effective.

With our recent experience with G2 Construction, the City of Thousand Oaks recommends their products and services. Feel free to contact me if you have any questions.

Sincerely,

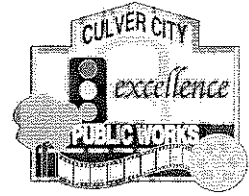
Gareth J. Madrid  
City of Thousand Oaks  
805.449.2469  
[gmadrid@toaks.org](mailto:gmadrid@toaks.org)



# Culver CITY

## PUBLIC WORKS DEPARTMENT

9770 Culver Boulevard, Culver City, California 90232



(310) 253-5600

FAX (310) 253-5626

Charles D. Herbertson, P.E., LS  
Public Works Director and  
City Engineer

Damian Skinner  
Environmental Programs and  
Operations Manager

April 21, 2015

**Subject: Letter of Recommendation for G2 Construction, Inc.**

Culver City entered into a contract with C2 Construction, Inc. (G2) in May 2014 to install Automatic Retractable Screens (ARS) and Connector Pipe Screens (CPS). Our experience with G2 began after a previous contractor ceased business operations during an earlier contract. G2 came highly recommended through several County and City sources. We rebid the project and G2 was the lowest bid.

The LACFCD Permit process was significantly simplified due to G2's ARS and CPS devices being pre-approved by the LACFCD. Also and perhaps more importantly, G2 is respected by LACFCD permit staff as a competent and responsible contractor. This reputation benefitted the project tremendously. During the water test process, the ARS pass rate was so high that the County reduced the number of tests required. This saved us time and money.

The administrative efficiency of G2 was also appreciated. Communication was frequent and installation data was ample. Submittal of final permit and grant reports was facilitated by G2's effective data organization.

G2's forces were deployed throughout the City in quiet neighborhoods and in some intense urban traffic congestion. They were careful to perform the work during hours that would mitigate traffic impacts and inconvenience to residents. There were no complaints received from any party during their work.

Ultimately G2 installed 394 ARS devices and 329 CPS devices for Culver City. This project was key to the City achieving Trash TMDL compliance. We were very pleased with the performance of G2 Construction, Inc. and recommend them without hesitation.

If there are any questions you may have, please contact me at (310) 291-2425.

Yours truly,

Steve Finton P.E.  
Senior Civil Engineer





## CITY of CALABASAS

September 12, 2014

OC Public Works / Procurement Services  
Attn: Eddie Perkins, County DPS  
300 N. Flower Street, Suite 838  
Santa Ana, CA 92703

**RE: G2 CONSTRUCTION, INC.**

To Whom It May Concern:

This letter is to inform recipients that G2 Construction, Inc. won a contract with the City of Calabasas in 2013 to install full capture storm drain debris screens on 156 catch basins on the west side of Calabasas within the Las Virgenes Creek Watershed. G2 Construction, Inc. completed the project in a timely manner to the satisfaction of the County Los Angeles and City of Calabasas inspectors.

Please contact me at (818) 224-1680 if you require additional information.

Sincerely,

Alex Farassati, Ph.D.  
Environmental Services Manager



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6375  
FAX: (323) 848-6564

## DEPARTMENT OF PUBLIC WORKS

September 11, 2014

Subject: Letter of Recommendation

To Whom It May Concern:

This letter is written to express the City of West Hollywood's complete satisfaction with the services provided by G-2 Construction. Since 2004, G-2 Construction has installed about 75 storm drain catch basin debris screen devices citywide. They have also provided contract work to enhance the catch basin grates with stainless steel strips to comply with the new bicycle requirements, installed or repaired damaged protection bars, and maintained broken excluders. They successfully completed several projects in our city in a professional manner, within the scheduled time, with good quality of service, and for a very reasonable price. Because of the quality of their work and attention to detail, we have never had complaints or claims from the community regarding G-2 Construction's performance.

We intend to continue our business with G-2 Construction on upcoming City projects and highly recommended G-2 Construction to your company.

If you have any questions please call me at 323-848-6338

Sincerely,

Mila Sologub, EIT  
Assistant Civil Engineer



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

4.4.b



## CALIFORNIA UNIFIED CERTIFICATION PROGRAM

January 6, 2014

**CUCP #41740**  
**Metro File # 6371**

John Alvarado  
**G2 Construction, Inc**  
13331 Garden Grove Blvd, Unit K  
Garden Grove, California 92893

**RE: Disadvantaged Business Enterprise Certification**

Dear John Alvarado:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

| NAICS (2007) | Description                                                                                                                                                                           |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 331491       | Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding (Welding rod, uncoated, nonferrous metals (except aluminum, copper), made from purchased metals or scrap |
| 332313       | Plate work (e.g., bending, cutting, punching, shaping, welding), fabricated metal, manufacturing                                                                                      |
| 237310       | Highway, Street, and Bridge Construction (Concrete paving (i.e., highway, road, street, public sidewalk)                                                                              |

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at [www.californiaucp.org](http://www.californiaucp.org). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)




**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

January 6, 2014

**Metro File # 6371**

John Alvarado  
**G2 Construction, Inc**  
13331 Garden Grove Blvd, Unit K  
Garden Grove, California 92893

**Re: Small Business Enterprise Certification**

Dear John Alvarado:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

| NAICS (2007) | Description                                                                                                                                                                           |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 331491       | Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding (Welding rod, uncoated, nonferrous metals (except aluminum, copper), made from purchased metals or scrap |
| 332313       | Plate work (e.g., bending, cutting, punching, shaping, welding), fabricated metal, manufacturing                                                                                      |
| 237310       | Highway, Street, and Bridge Construction (Concrete paving (i.e., highway, road, street, public sidewalk)                                                                              |

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Marilyn White  
Certification Consultant, HSW Services  
Diversity & Economic Opportunity Department

Attachment: OCTA OC GO Project X Grant Application (3123 : OCTA Grant App for ECP Debris Gates Phase XII)

**CONGRATULATIONS – Print and Save your OCLSB Certificate!**  
 Your business is now certified and ready to compete in a  
 County competitive solicitation process as an Orange County  
 Local Small Business.



**THE COMPANY LISTED ON THIS CERTIFICATE MEETS  
 THE COUNTY OF ORANGE CERTIFICATION  
 REQUIREMENTS AS AN OCLSB**

|                                           |                                                |
|-------------------------------------------|------------------------------------------------|
| <b>OCLSB CERTIFICATE EXPIRATION DATE:</b> | 2/28/2022                                      |
| <b>CERTIFICATE ID:</b>                    | 2017839                                        |
| <b>LEGAL COMPANY NAME:</b>                | G2 Construction Inc                            |
| <b>DOING BUSINESS AS (DBA) NAME 1:</b>    |                                                |
| <b>DOING BUSINESS AS (DBA) NAME 2:</b>    | G2 CONSTRUCTION INC                            |
| <b>COMPANY HEADQUARTERS ADDRESS:</b>      | 1352 East Borchard Ave.<br>Santa Ana, CA 92705 |
| <b>COMPANY PHONE NUMBER:</b>              | 714/748-4242                                   |
| <b>COMPANY EMAIL:</b>                     | jalvarado@g2construction.com                   |
| <b>COMPANY FAX NUMBER:</b>                |                                                |
| <b>COMPANY WEB ADDRESS</b>                | www.g2construction.com                         |
| <b>SERVICE AREA</b>                       | Orange                                         |



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Joe Ames, P.E., T.E.  
Public Works Director/City Engineer  
**ISSUE:** Proposed Office Lease with Agatha Global Tech, LLC for 24031 El Toro Road, Suite 205, Laguna Hills, California

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**RECOMMENDATION:** That the City Council: 1) Approve the Lease Agreement with Agatha Global Tech, LLC, a California limited liability company, for 24031 El Toro Road, Suite 205, Laguna Hills, California; and 2) Authorize the City Manager to make minor modifications, as necessary, to the Lease Agreement and to execute the Lease Agreement.

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#### **SUMMARY:**

City staff has negotiated a sixty (60) month lease with Agatha Global Tech, LLC, a California limited liability company, for 24031 El Toro Road, Suite 205. Agatha Global Tech, LLC, operates a financial services and insurance company known as First American Advisors and currently leases Suite 304 from the City.

Agatha Global Tech, LLC, desires to move into a larger suite. The only Suite currently available that would meet the tenant's needs is Suite 205, which has remained vacant and in "building shell" form since the Civic Center opened in 2004.

Agatha Global Tech's existing suite, Suite 304, has a rentable square footage of 614 square feet and consists of two offices, a reception area, and a break area. City staff believes Suite 304 would be easily rentable because offices this size are usually rented first at the Civic Center.



## Civic Center Lease with Agatha Global Tech, LLC for Suite 205

May 9, 2023

Page 2

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The following is a summary of the key lease terms and financial analysis:

|                              |                                                                                                                                                                                                                                                       |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commencement Date:</b>    | November 1, 2023                                                                                                                                                                                                                                      |
| <b>Term:</b>                 | Sixty (60) months                                                                                                                                                                                                                                     |
| <b>Rentable Square Feet:</b> | 2343                                                                                                                                                                                                                                                  |
| <b>Upfront Capital:</b>      | \$250,000 (Estimated)                                                                                                                                                                                                                                 |
| <b>Base Rent:</b>            | Months 1-12: \$5,271.75/month (~\$2.25/SF/mo)<br>Months 13-24: \$5,482.62/month (~\$2.34/SF/mo)<br>Months 25-36: \$5,701.92/month (~\$2.43/SF/mo)<br>Months 37-48: \$5,930.00/month (~\$2.53/SF/mo)<br>Months 49-60: \$6,167.20/month (~\$2.63/SF/mo) |
| <b>Total Rent Payments:</b>  | \$342,642                                                                                                                                                                                                                                             |

The Base Rent includes the lessee's share of eligible operating expenses for the first year. In the second and subsequent years, any increases in eligible operating expenses will be borne, proportionally, by the lessee.

Additionally, negotiated terms include for the lessee to have two (2) options to extend the lease for additional three (3) year terms at market rate.

Upfront Capital includes commissions and tenant improvements (or allowances for tenant improvements). The negotiated lease includes the City building out the tenant improvements for Suite 205. Currently, Suite 205 has no air conditioning or heating, plumbing, electrical, finished ceiling or flooring. Therefore, the City will need to construct the project as a Capital Improvement Project using a traditional design-bid-build process. The lessee's requested tenant improvement is minimalistic. It consists of one glass and drywall-partitioned space and one open-air break area. At the March 14, 2023, City Council Special Meeting, the City Council amended the FY 2022-2023 budget to allocate \$850,000 in General Fund reserves to CIP 505, Civic Center Improvements. The estimated cost of building out the tenant improvements is approximately \$200,000. The estimated cost of design plans and construction support from Hattox Design Group, the City's tenant improvement architectural firm, is approximately \$40,000. Essex Realty, per the terms of the existing property management agreement, will receive approximately \$8,566 for its lease commission (2.5% of total rent consideration). This is substantially lower than what would have been paid in commissions to the procuring broker if the space had been leased to someone not currently a tenant. Therefore, City staff anticipates that the expense of constructing

Civic Center Lease with Agatha Global Tech, LLC for Suite 205

May 9, 2023

Page 3

the tenant improvements and leasing the space will be recovered during the fourth year of the lease.

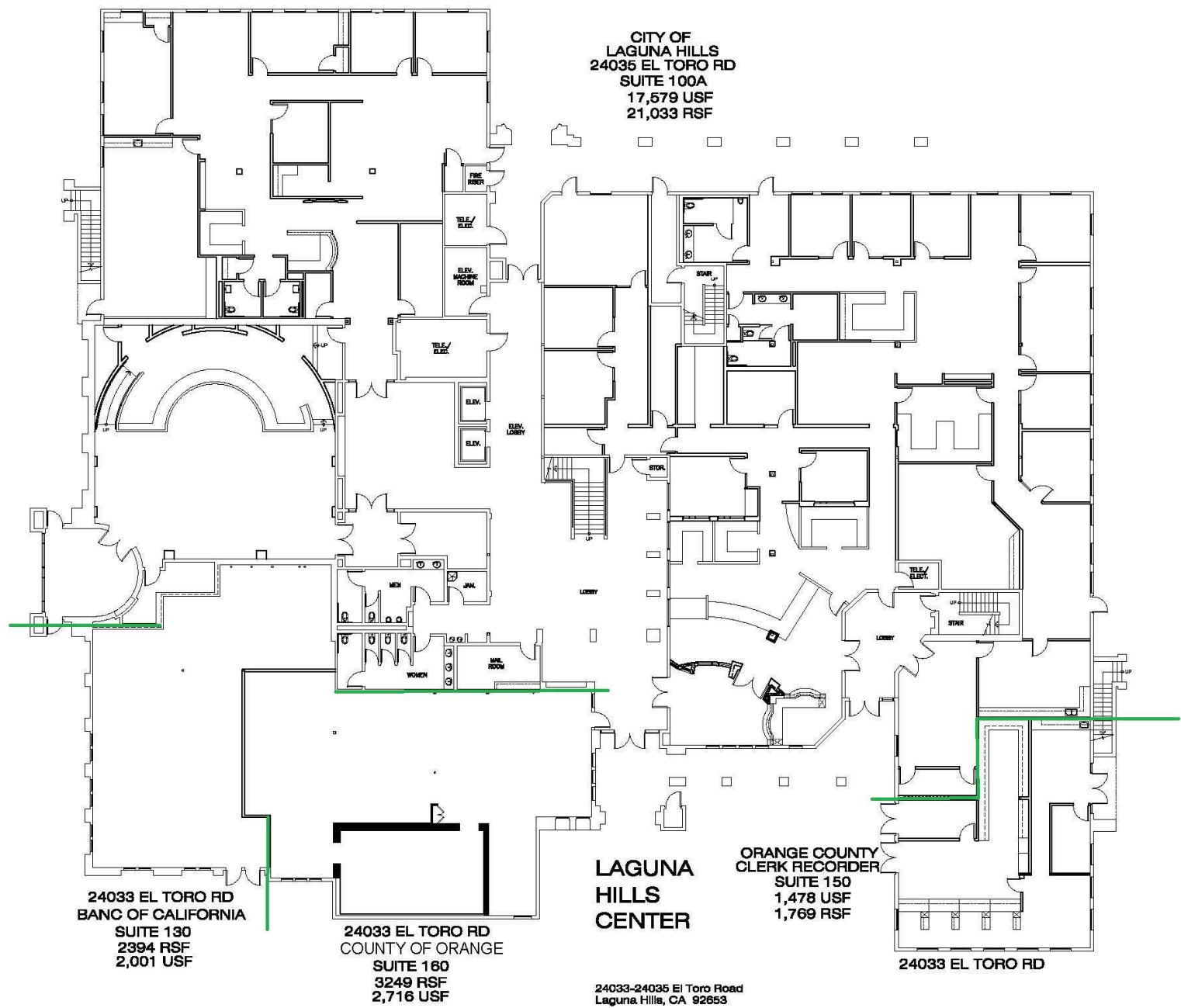
The final lease has been included as an attachment. City staff is recommending approval of the lease.

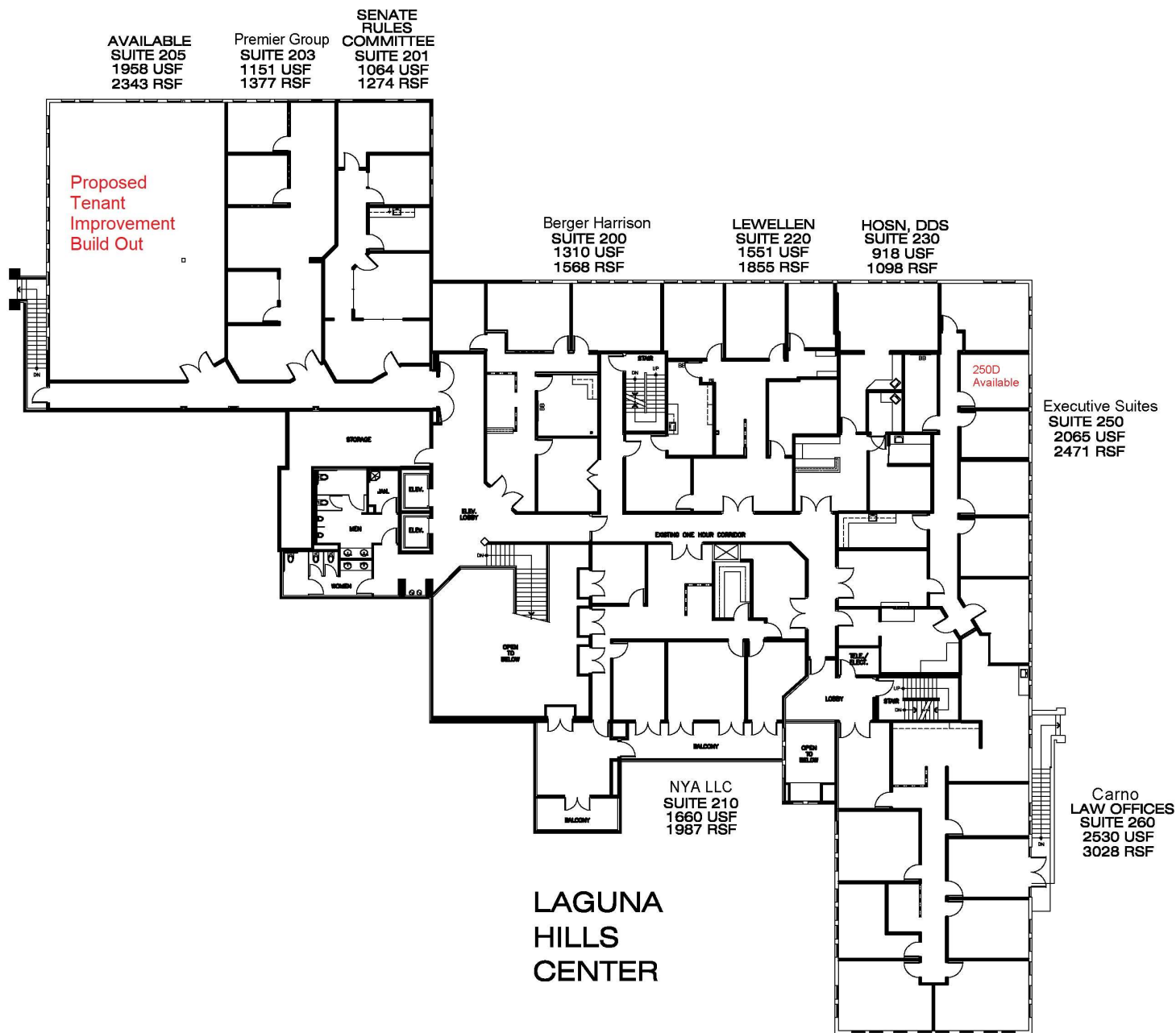
**FISCAL IMPACT:**

The lease includes total rent payments of \$342,692 over the term of the lease. An estimated total of \$250,000 in upfront capital is required. An estimated \$240,000 of the upfront capital will be paid out of Capital Improvement Project No. 505, Civic Center Improvements. Any lease commissions will be paid out of the Civic Center Enterprise fund managed by Essex Realty.

**ATTACHMENTS:**

- Civic Center - First Floor Plan
- Civic Center - Second Floor Plan
- Civic Center - Third Floor Plan
- Photos of Suite 205
- Proposed Lease Agreement with Agatha Global Tech, LLC for Suite 205





24031 El Toro Road  
Laguna Hills, CA 92653





Existing Suite for  
**FIRST AMERICAN  
 SUITE 304**  
 513 USF  
 614 RSF

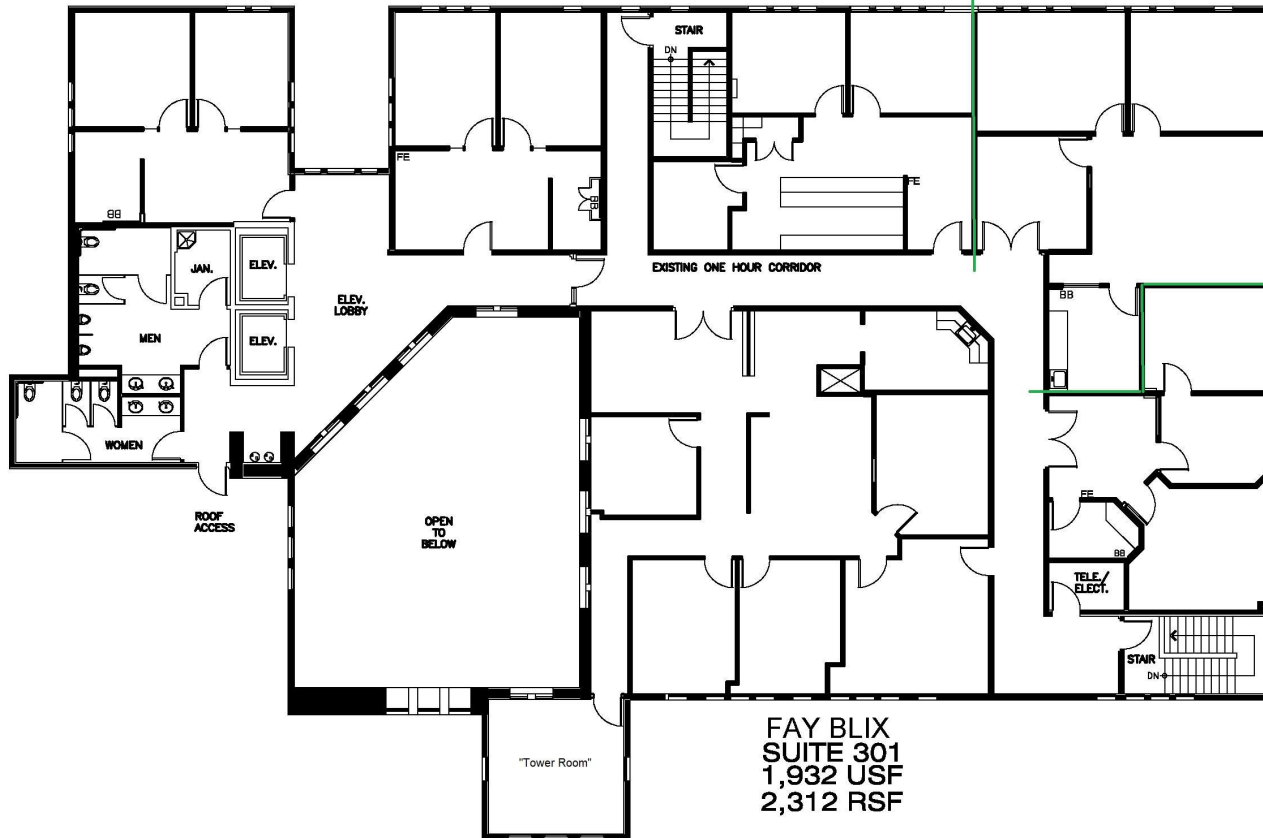
**City Council  
 SUITE 300**  
 561 USF  
 672 RSF

**Berger Harrison  
 SUITE 310**  
 738 USF  
 883 RSF

**DALE  
 MCINTOSH  
 CENTER  
 SUITE 320**  
 1,018 USF  
 1,218 RSF

**BEHRENS  
 SUITE 330**  
 669 USF  
 800 RSF

**FAY BLIX  
 SUITE 301**  
 1,932 USF  
 2,312 RSF



## LAGUNA HILLS CENTER

24031 El Toro Road  
 Laguna Hills, CA 92653

Suite 205 as it exists today.



Attachment: Photos of Suite 205 (3153 : Civic Center Lease with Agatha Global Tech, LLC for Suite 205)



## STANDARD MULTI-TENANT OFFICE LEASE - GROSS

### 1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only April 27, 2023, is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Agatha Global Tech, LLC ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 24031 El Toro Road, Suite 205, Laguna Hills, CA 92653 ("Premises"). The Premises are located in the County of Orange, and consist of approximately 2,343 rentable square feet and approximately 1958 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 51,946 rentable square feet. (See also Paragraph 2)

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

1.3 **Term:** 5 (five) years and (0) zero months ("Original Term") commencing November 1, 2023 ("Commencement Date") and ending October 31, 2028 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing After Tenant Improvements have been completed as outlined in section 50, and upon the receipt of a fully executed lease agreement, monies outlined in section 1.7e, and a certificate of liability insurance naming Landlord and it's agent as additionally insured. ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$5,271.75 per month ("Base Rent"), payable on the First day of each month commencing November 1, 2023. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 4.4. (See Addendum Paragraph 1)

1.6 **Lessee's Share of Operating Expense Increase:** four point five percent (4.5 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

#### 1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$5,271.75 for the period November 1, 2023 - November 30, 2023.

(b) **Security Deposit:** \$6,167.20 ("Security Deposit"). (See also Paragraph 5)

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

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

(e) **Total Due Upon Execution of this Lease:** \$11,438.95.

1.8 **Agreed Use:** Insurance Services, General Office. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

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

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

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

Lessor's Agent Angela Draper License No. 01972882 Is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

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

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

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

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by David Novak ("Guarantor"). (See also Paragraph 37)

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

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

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☐ Janitorial services

☐ Electricity

☐ Other (specify): \_\_\_\_\_

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

- ☒ an Addendum consisting of Paragraphs 1 through 8 ;
- ☒ a plot plan depicting the Premises; **Exhibit "A" and "A-1"**
- ☒ a current set of the Rules and Regulations; **Exhibit "B"**
- ☒ a Work Letter **/Requirements for Improvements or Alterations by Lessee; Exhibit "C"**
- ☐ a janitorial schedule;
- ☒ other (specify): Exhibit "D" Waiver and Release. Exhibit "E" Personal Guaranty. Exhibit "F" Option to Extend .

## 2. Premises.

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

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

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

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

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

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

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

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financial capability and/or suitability of all proposed tenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Term.

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

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

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

**3.4 Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). **Paragraph 8 of the Lease (See Addendum Paragraph 5)** Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

### 4. Rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.3 Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor

the sum of **\$2575** in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

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

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

## 6. Use. (See Addendum Paragraph 3)

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

### 6.2 Hazardous Substances.

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

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

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

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

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

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

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of

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

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

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

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

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

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

### **7.3 Utility Installations; Trade Fixtures; Alterations.**

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

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

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

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

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#### 7.4 Ownership; Removal; Surrender; and Restoration.

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

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

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

### 8. Insurance; Indemnity. (See Addendum Paragraph 4)

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

#### 8.2 Liability Insurance.

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

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

#### 8.3 Property Insurance - Building, Improvements and Rental Value.

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

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

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

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

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

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

~~(b) Worker's Compensation Insurance. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.~~

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

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

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

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

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

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

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

## 9. Damage or Destruction.

### 9.1 Definitions.

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

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

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in **Paragraph 8 of this Lease (See Addendum Paragraph 4)** ~~Paragraph 8.3(a)~~, irrespective of any deductible amounts or coverage limits involved.

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

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

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or

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to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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

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

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

#### **9.6 Abatement of Rent; Lessee's Remedies.**

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

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

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

#### **10. Real Property Taxes.**

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

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

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

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

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

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property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

## 11. Utilities and Services.

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

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

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

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

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

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

## 12. Assignment and Subletting.

### 12.1 Lessor's Consent Required.

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

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

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

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

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

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

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

### 12.2 Terms and Conditions Applicable to Assignment and Subletting.

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

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

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

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

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

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

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease

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unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

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

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

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

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

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

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

### 13. Default; Breach; Remedies.

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

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8 (See Addendum Paragraph 5) is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13.6 Breach by Lessor. (See Addendum Paragraph 5)**

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

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

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

### **15. Brokerage Fees.**

~~15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or~~

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~~operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

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

#### 16. Estoppel Certificates.

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

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

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

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

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

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

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

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

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

#### 23. Notices.

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

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

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was

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received by the Lessor.

#### 24. Waivers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted

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hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

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

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

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

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

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

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

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

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

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

### 37. Guarantor.

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

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

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

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

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

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

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

**39.4 Effect of Default on Options.**

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

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

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

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

**41. Reservations.**

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

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

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

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

**43. Authority; Multiple Parties; Execution.**

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

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

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

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

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

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

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

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OFG-21.20, Revised 01-01-2019

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**OR ARISING OUT OF THIS AGREEMENT.**

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

**49. Accessibility; Americans with Disabilities Act.**

(a) The Premises:

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

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

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

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

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

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

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

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

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

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

Executed at: 24035 El Toro Road, Suite 100, Laguna Hills, CA 92653

On: \_\_\_\_\_

By LESSOR:

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

By: \_\_\_\_\_

Name Printed: Jarad Hildenbrand

Title: City Manager

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_

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OFG-21.20, Revised 01-01-2019

Executed at: \_\_\_\_\_

On: \_\_\_\_\_

By LESSEE:

Agatha Global Tech, LLC

By: \_\_\_\_\_

Name Printed: David Novak

Title: CEO

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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Attachment: Proposed Lease Agreement with Agatha Global Tech, LLC for Suite 205 (3153 : Civic Center Lease with Agatha Global Tech, LLC

Name Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_

**BROKER**

Essex Realty Management, Inc.

Attn: Angela Draper  
 Title: Marketing/Leasing Associate

Address: 17744 Sky Park Circle, Suite 100, Irvine CA 92614  
 Phone: 949-798-8100  
 Fax: \_\_\_\_\_  
 Email: adraper@essexrealty.com  
 Federal ID No.: \_\_\_\_\_  
 Broker/AGENT DRE License #: 00965485

**BROKER**

Attn: \_\_\_\_\_  
 Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_  
 Broker/AGENT DRE License #: \_\_\_\_\_

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email [contracts@aircre.com](mailto:contracts@aircre.com)  
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## **ADDENDUM TO LEASE**

**THIS ADDENDUM TO LEASE** (this “Addendum”) shall constitute part of that certain STANDARD MULTI-TENANT OFFICE LEASE – GROSS (“Lease”), dated as of April 27, 2023, between **The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California** (“Lessor”), and **Agatha Global Tech, LLC** (“Lessee”). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

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

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

|                          |                             |
|--------------------------|-----------------------------|
| <b>11/01/23-10/31/24</b> | <b>\$5,271.75 per month</b> |
| <b>11/01/24-10/31/25</b> | <b>\$5,482.62 per month</b> |
| <b>11/01/25-10/31/26</b> | <b>\$5,701.92 per month</b> |
| <b>11/01/26-10/31/27</b> | <b>\$5,930.00 per month</b> |
| <b>11/01/27-10/31/28</b> | <b>\$6,167.20 per month</b> |

2. Tenant Improvements: Lessor at Lessor's sole cost and expense shall build out the Premises based on the attached floor plan in Exhibit A-1. Lessor and Lessee agree the floor plan in Exhibit A-1 is mutually agreed upon by Lessor and Lessee. Carpet tiles, vinyl plank flooring within the kitchenette area, and paint colors within the Premises shall be mutually agreed upon by Lessor and Lessee.

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

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

Premises to be used for any unlawful purpose. Lessor shall not be responsible for non-compliance by any other tenant or occupant of the Project with, or Lessor's failure to enforce, any of the rules or regulations or CC&Rs or any other terms or provisions of such tenant's or occupant's lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

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

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

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

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

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

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

(c) Workers' Compensation and Employer's Liability Insurance. A policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Lessee agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers'

compensation insurance policy against Lessor, its officials, officers, employees, agents and volunteers. Lessee shall obtain and maintain, in full force and effect throughout the term of this Lease, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

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

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

#### 8.4 General.

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

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

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

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

Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Lessee's failure to pay the insurance premium, the notice provided to Lessor shall be by ten (10) days prior written notice.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

8. HVAC Operating Hours. Standard operating hours included within the Base Year Operating Expenses shall be weekdays from 7:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 1:00 p.m., excluding Sundays and normally recognized national holidays. Thereafter, Lessee shall pay for such additional use beyond the aforementioned hours at a rate equal to Lessor's actual operating costs and depreciation.

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

"Lessor"

THE CITY OF LAGUNA HILLS

By: \_\_\_\_\_

Name Printed: Jarad Hildenbrand

Its: **City Manager**

"Lessee"

**Agatha Global Tech, LLC**

By: \_\_\_\_\_

Name Printed: David Novak

Title: CEO

Exhibit "A"

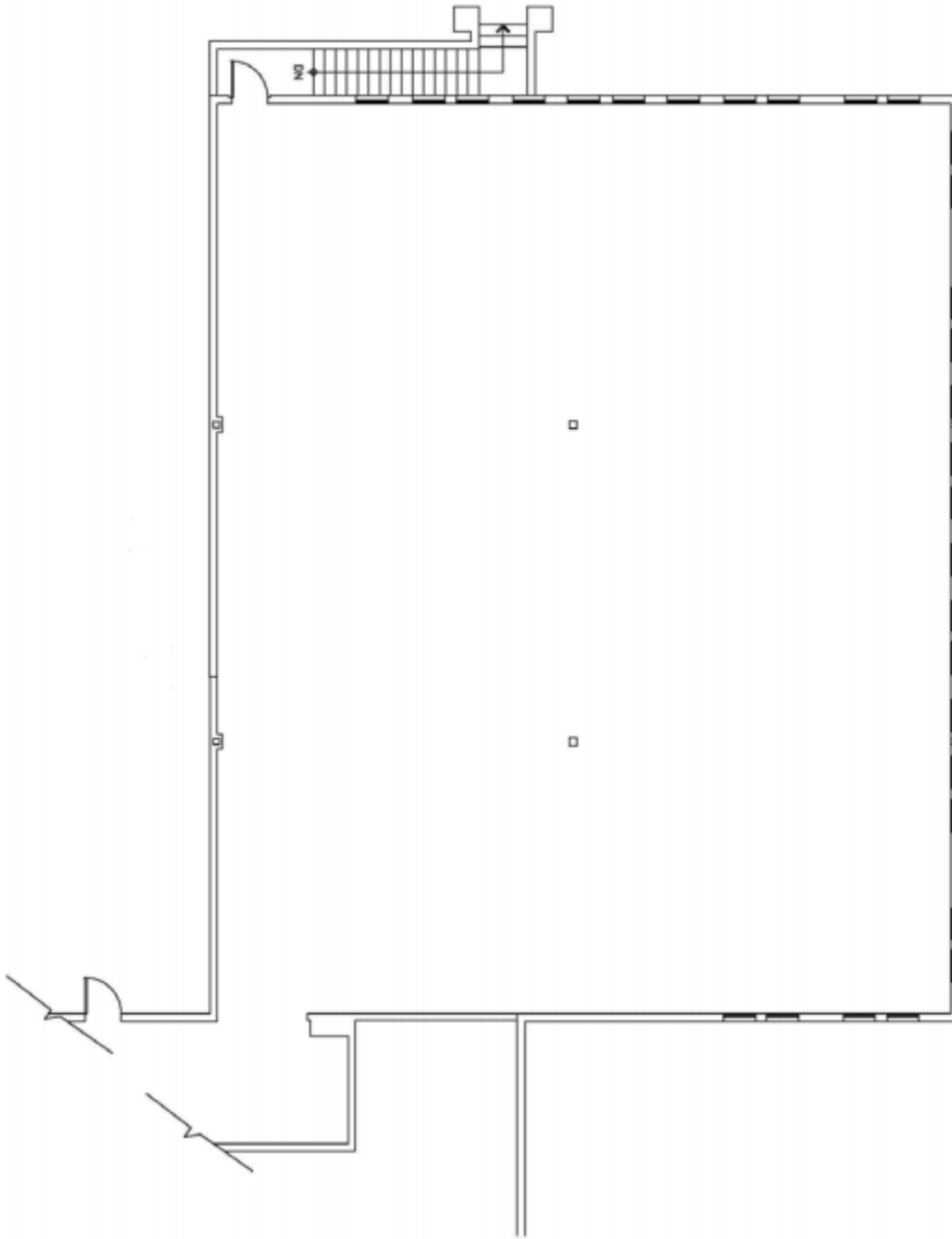
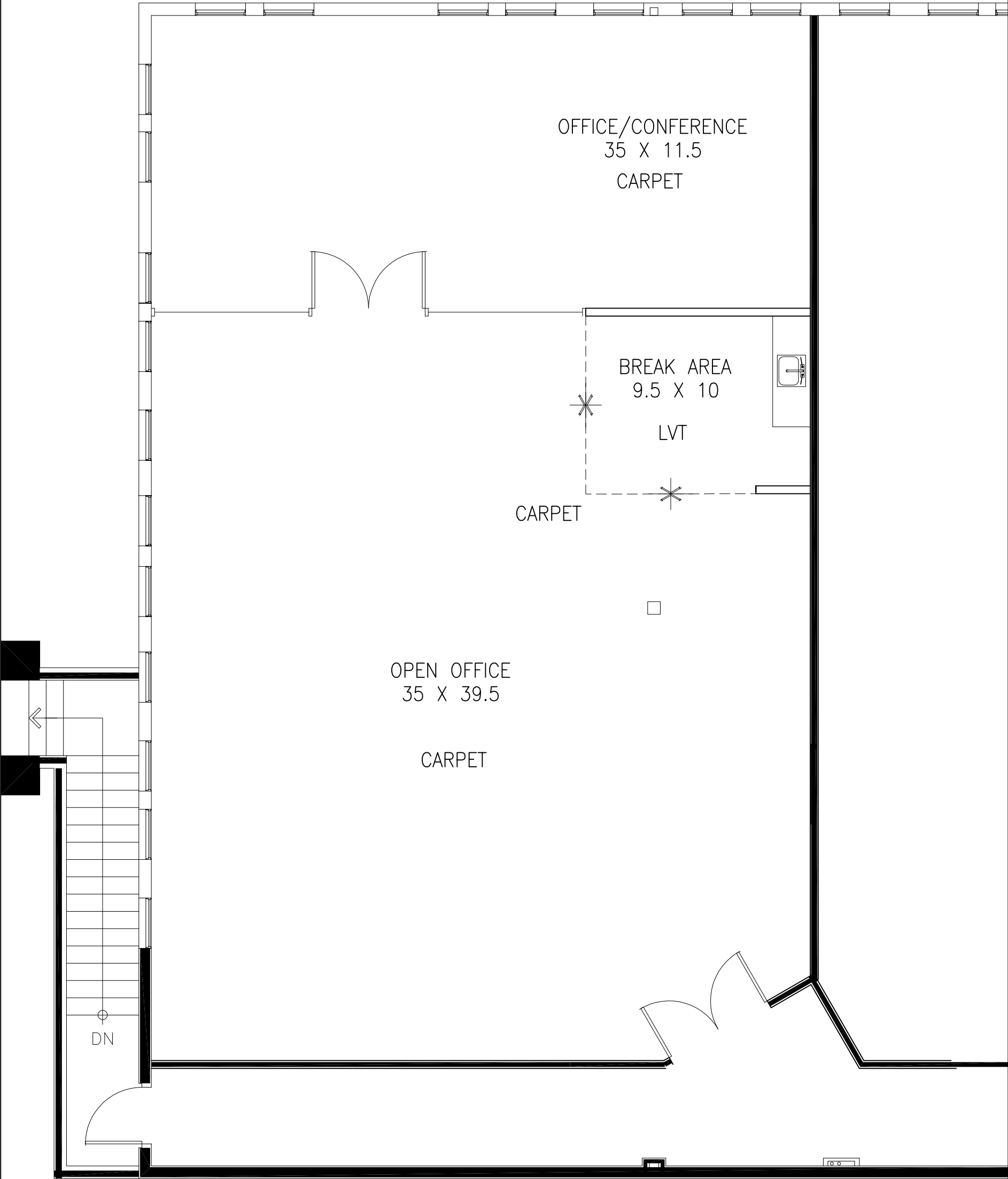


EXHIBIT A-1

SUITE 205  
1958 USF  
2343 RSF



Attachment: Proposed Lease Agreement with Agatha Global Tech, LLC for Suite 205 (3153 : Civic Center Lease with Agatha Global Tech, LLC for Suite 205)

|          |               |
|----------|---------------|
| SCALE    | DRAWING TITLE |
| N.T.S.   |               |
| DATE     |               |
| 06.16.20 |               |

LAGUNA HILLS CIVIC CENTER DRIVE  
24031 EL TORO ROAD, STE. 205 A/B  
LAGUNA HILLS, CA





**EXHIBIT B****RULES AND REGULATIONS****ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

34. Parking

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor's Initials: \_\_\_\_\_

Lessee's Initials: \_\_\_\_\_

## EXHIBIT "C"

### WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE

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

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

- (a) A separate scale drawing denoting all proposed construction and/or demolition, if necessary.
- (b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.
- (c) Specify all dimensions and complete references to all work to be performed in the affected areas.
- (d) If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

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

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

- (a) The contractor employed by Lessee and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.
- (b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place.
- (c) Lessee shall use Lessor's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant if available at competitive rates.
- (d) Lessee and Lessee's contractors shall comply with all Applicable Laws pertaining to the performance of Lessee's Work and the completed improvements and all applicable safety regulations established by Lessor or the general contractor.
- (e) Prior to commencement of any work in the Premises, Lessee and Lessee's contractors (and any subcontractors) shall obtain and provide Lessor with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies



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

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

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

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

contractor's request.

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

#### 4. COSTS.

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

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

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

#### 6. MECHANIC'S LIENS.

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

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

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

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

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

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

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

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

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

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

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

15. GENERAL PROVISIONS.

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

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

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

**Attachment 1 to "Exhibit C"**

**ITEMS TO BE FURNISHED TO LESSOR FOR EACH WORK OF IMPROVEMENT**

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



**EXHIBIT "D"****Waiver and Release.**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor's Initials: \_\_\_\_\_ Lessee's Initials: \_\_\_\_\_



## Exhibit "E"

### GUARANTY OF LEASE

WHEREAS, The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California, hereinafter "Lessor", and Agatha Global Tech, LLC, hereinafter "Lessee", are about to execute a document entitled "Lease" dated April 27, 2023 concerning the premises commonly known as (street address, city, state, zip) 24031 El Toro Road, Suite 205, Laguna Hills, CA 92653 wherein Lessor will lease the premises to Lessee, and

WHEREAS, David Novak hereinafter "Guarantors" have a financial interest in Lessee, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and

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Attachment: Proposed Lease Agreement with Agatha Global Tech, LLC for Suite 205 (3153 : Civic Center Lease with Agatha Global Tech, LLC

warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity. Signatures to this Guaranty accomplished by means of electronic signature or similar technology shall be legal and binding.

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

GUARANTORS

David Novak

Executed At: \_\_\_\_\_

On: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: David Novak

Title: CEO

Address: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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## Exhibit F

### OPTION(S) TO EXTEND TERM STANDARD LEASE ADDENDUM

**Dated:** April 27, 2023

**By and Between**

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

**Lessee:** Agatha Global Tech, LLC

**Property Address:** 24031 El Toro Road, Suite 205, Laguna Hills, CA 92653  
(street address, city, state, zip)

Paragraph: 1. **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee 2 (two) option(s) to extend the term of the Lease ("Extension Option(s)"), with each Extension Option being for a term of 36 (thirty-six) months, commencing when the prior term expires ("Option Term(s)"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least 3 (three) but not more than 6 (six) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ **I. ~~Consumer Price Index.~~**

~~(a) During the Option Term(s) which start(s) on \_\_\_\_\_, the monthly Base Rent shall be increased on \_\_\_\_\_ and every \_\_\_\_\_ months thereafter during such Option Term(s) ("Option Term CPI Increase Date(s)") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.~~

~~(b) The term "Option Term CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI-W (Urban Wage Earners and Clerical Workers) or ☐ CPI-U (All Urban Consumers), for (fill in Urban Area): \_\_\_\_\_ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "Option Term Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Option Term Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to (select one): ☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ (fill in month) \_\_\_\_.~~

~~(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

☐ **II. ~~Fixed Percentage.~~** During the Option Term(s) which start(s) on \_\_\_\_\_, the monthly Base Rent shall be increased on \_\_\_\_\_ and every \_\_\_\_\_ months thereafter during such Option Term(s) ("Option Term Percentage Increase Date(s)") by \_\_\_\_\_ percent (\_\_\_\_%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☒ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on November 1, 2028, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("Fair Market Value"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("Negotiation Period") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("Submitted Value(s)"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected valuator who shall meet the qualifications set forth herein ("Advocate Valuator(s)"). Lessor and Lessee may select an Advocate Valuator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Valuator, consult with such Party's Advocate Valuator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Valuator, then the other Party's Submitted Value shall be the Fair Market Value.

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(c) If both Parties timely and properly designate Advocate Valuers, then such Advocate Valuers shall, within fifteen (15) days after their selection, choose a third (3rd) neutral valuator who shall meet the qualifications set forth herein ("**Neutral Valuator**"). The Neutral Valuator shall be engaged jointly by Lessor and Lessee. If Advocate Valuers fail to agree upon and timely appoint a Neutral Valuator, then the President of AIR CRE shall appoint such Neutral Valuator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Valuator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Valuator.

(d) The Advocate Valuers and the Neutral Valuator ("**Valuator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Valuator shall additionally not be related to or affiliated with either Party or Advocate Valuator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Valuers shall be decided by a majority vote of the Valuers, with each Valuator having one (1) vote. The Valuers may, as the Valuers determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Valuator, the Valuers shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Valuers' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Valuers' Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Valuers' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Valuers shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Valuers shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Valuers decide the Selected Market Value, pay the fees and costs of all three (3) Valuers.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Valuers, in deciding the Valuers' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Valuers, in deciding the Valuers' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Valuers, in deciding the Valuers' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☐ **IV. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

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☐ **V. Continuation of Original Term Adjustments.**

The monthly Base Rent during the Option Term(s) which start(s) on \_\_\_\_\_ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

**BROKER'S FEE:** For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

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

### SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

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

### BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

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

### AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

### SELLER AND BUYER RESPONSIBILITIES

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

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

|                                |                                 |                                            |                                            |                                 |             |
|--------------------------------|---------------------------------|--------------------------------------------|--------------------------------------------|---------------------------------|-------------|
| <input type="checkbox"/> Buyer | <input type="checkbox"/> Seller | <input checked="" type="checkbox"/> Lessor | <input type="checkbox"/> Lessee            | <u>The City of Laguna Hills</u> | Date: _____ |
| <input type="checkbox"/> Buyer | <input type="checkbox"/> Seller | <input type="checkbox"/> Lessor            | <input checked="" type="checkbox"/> Lessee | <u>Agatha Global Tech, LLC</u>  | Date: _____ |

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

By: Angela Draper DRE Lic. #: 01972882 Date: 4/27/2023  
(Salesperson or Broker-Associate)

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Attachment: Proposed Lease Agreement with Agatha Global Tech, LLC for Suite 205 (3153 : Civic Center Lease with Agatha Global Tech, LLC

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

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

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

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

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

**2079.16** Reproduced on Page 1 of this AD form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email [contracts@aircre.com](mailto:contracts@aircre.com)**

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Last Edited: 5/2/2023 3:29 PM

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**Packet Pg. 200**



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Excused Absence Request from Council Member Don Caskey for May 9, 2023, City Council Meeting

---

**RECOMMENDATION:** That the City Council approve an Excused Absence Request from Council Member Don Caskey for the May 9, 2023, City Council Meeting, if he is not in attendance.

---

#### **SUMMARY:**

In the event that Council Member Caskey is unable to attend the May 9, 2023, City Council meeting, the absence will need to be excused by the City Council. If he is not in attendance, Council Member Caskey is requesting the City Council approve an excused absence for the affected May 9, 2023, City Council meeting.



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Jennifer Lee  
City Clerk  
**ISSUE:** Designation of Voting Delegate for California Joint Powers Insurance Authority 2023 Annual Board of Directors Meeting

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**RECOMMENDATION:** That the City Council designate the Mayor as the Primary Voting Delegate and the Mayor Pro Tempore as the Alternate Voting Delegate for the California Joint Powers Insurance Authority (CJPIA) 2023 Annual Board of Directors Meeting.

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#### **SUMMARY:**

The City Council voted unanimously at the March 28, 2023, regular meeting to join the California Joint Powers Insurance Authority (CJPIA). The CJPIA bylaws require that each participating governing body annually designate one voting delegate and at least one alternate. The voting delegate must be a member of the governing body. Alternate(s) may be from the governing body or from staff. Staff is recommending that the City Council designate the Mayor as the Primary Voting Delegate and the Mayor Pro Tempore as the Alternate Voting Delegate for the California Joint Powers Insurance Authority (CJPIA) 2023 Annual Board of Directors Meeting, scheduled for Wednesday, July 19, 2023, at the CJPIA campus in La Palma.

#### **ATTACHMENTS:**

- CJPIA 2023 Annual Board of Directors Meeting Voting Delegate/Alternate Form


**AGENCY:** City of Laguna Hills

**2023 ANNUAL BOARD OF DIRECTORS MEETING  
VOTING DELEGATE/ALTERNATE FORM**

On an annual basis, the California JPIA asks members to update their information in order that we may better serve you. If you have had a reorganization, please forward us your Notice of Reorganization with your current governing body and your list of Appointments for the California JPIA Director and Alternate(s), along with this form. In accordance with the Authority's Bylaws, your governing body must designate **one voting delegate and at least one alternate**. You may designate additional alternates. The voting delegate **must** be a member of the governing body. Alternate(s) may be from the governing body or from staff.

**Please note:** In order to vote at the Annual Board of Directors Meeting, voting delegates and alternates must be designated by your governing body. Please attach either your appointment list or minute action as proof of designation. As an alternative, your agency may sign this form, affirming that the designation reflects the action taken by the governing body.

**1. VOTING DELEGATE - PRIMARY**

 Name: Janine Heft

 Title: Mayor
**2. VOTING DELEGATE - ALTERNATE**

 Name: Dave Wheeler

 Title: Mayor Pro Tempore
**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

If you have more than two alternates, please attach a separate sheet.

**PLEASE ATTACH APPOINTMENT LIST DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the governing body to designate the voting delegate and alternate(s).**

 Name: Jennifer Lee

 Email: jlee@lagunahillsca.gov

Signature: \_\_\_\_\_

 Title: City Clerk

 Phone: (949) 707-2635

Date: \_\_\_\_\_

**Please complete and return to:**

**By Mail:**

California JPIA

**ATTN: Veronica Ruiz**

8081 Moody Street

La Palma, CA 90623

**By Email:**

E-mail: [vrui@cjpia.org](mailto:vrui@cjpia.org)

If you have questions or need assistance with the Board of Directors Certification or updating your governing body information, please contact Agency Clerk Veronica Ruiz at (562) 467-8736 or [vrui@cjpia.org](mailto:vrui@cjpia.org).





# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Joe Ames, P.E., T.E.  
Public Works Director/City Engineer  
**ISSUE:** Public Hearing on 2023 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 PUBLIC WORKS DIRECTOR TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND."

---

#### **SUMMARY:**

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

#### **BACKGROUND:**

On April 11, 2023, the City Council adopted Resolution No. 2023-04-11-1, thereby commencing the Weed Abatement Program for 2023 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 2023 Weed Abatement List, as submitted on April 11, 2023, for health and safety purposes, for management of fire

## Public Hearing on 2023 Weed, Rubbish, and Refuse Abatement

May 9, 2023

Page 2

hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties.

Resolution No. 2023-04-11-1 commenced the 2023 Weed Abatement Program by declaring the weeds, rubbish, refuse, and/or dirt on parcels identified in the 2023 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 2023 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 12, 2023, 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 2023 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 12, 2023, mailed notice, affected property owners have been given until May 31, 2023, 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 to have been conducted on May 9, 2023, at 7:00 p.m. or as soon thereafter as possible. As of the time of this writing, City staff has observed some of the property owners have begun to take steps to clear the weeds on their property.

The City Council is requested to open the Public Hearing, receive and consider public testimony, and adopt a Resolution allowing or overruling any objections, authorizing the Public Works Director to abate and remove the weeds, rubbish, refuse, and/or dirt on the parcels identified and described on the 2023 Weed Abatement List, and report in writing to the City Council on July 11, 2023, 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 11, 2023. 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.

**CEQA FINDINGS:**

This project is not subject to the California Environmental Quality Act pursuant to Section 15301(h) (maintenance of existing landscaping, native growth and water supply reservoirs) and Section 15304(i) (fuel management activities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 because the project involves the removal of weeds, rubbish and/or dirt in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*

**FISCAL IMPACT:**

The 2022-2023 fiscal year budget for the Annual Weed Abatement Program is \$55,000. Some of these costs may be recovered as an assessment upon the private parcels requiring abatement, if any. The majority of the expenditures relate to the annual weed abatement clearing of City-owned properties.

**ATTACHMENTS:**

- Proposed Resolution - Weed Abatement Order

## RESOLUTION NO. 2023-05-09-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ISSUING AN ABATEMENT ORDER AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO COMMENCE ENFORCING WEED, RUBBISH, AND REFUSE ABATEMENT AGAINST SPECIFIED PARCELS OF LAND

WHEREAS, on April 11, 2023, the City Council adopted Resolution No. 2023-04-11-1, thereby commencing the Weed Abatement Program for 2023 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 2023 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. 2023-04-11-1 commenced the 2023 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2023 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 2023 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 12, 2023, 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, 2023, 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 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 9, 2023 and

WHEREAS, during the May 9, 2023, 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 2023 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 Public Works Director 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 2023 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 2023 Weed Abatement List. Such assessments against the respective parcels of land shall constitute a lien.

SECTION 5. The Public Works Director 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 11, 2023, 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 9<sup>th</sup> day of May 2023.

\_\_\_\_\_  
JANINE HEFT, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO  
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.  
2023-05-09-X adopted by the City Council of the City of Laguna Hills, California, at a  
Regular Meeting thereof held on the 9<sup>th</sup> day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

---

JENNIFER LEE, CITY CLERK



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Joe Ames, P.E., T.E.  
Public Works Director/City Engineer  
**ISSUE:** Bicycle, Electric Bicycle, and Motorized Mobility Device Safety

---

**RECOMMENDATION:** That the City Council direct Police Services to monitor and observe violations of State law and City codes related to motorized bicycles and devices and report back to City Council in one year.

---

#### **SUMMARY:**

At the March 28, 2023, City Council meeting, the City Council directed City staff to continue this item to the first regular City Council meeting in May. Mayor Heft also requested that City staff collect information on ordinances other nearby cities have adopted related to electric bicycle use.

#### **BACKGROUND:**

At the September 13, 2022, City Council meeting, the City Council directed the Traffic Commission and City staff to research safety concerns over bicycles, electric bicycles, and motorized mobility devices and provide a report to City Council. Subsequently, City staff: 1) Participated in a newly formed staff level Quarterly E-Bike Coordination meeting led by the Orange County Transportation Authority on October 3, 2022; 2) Collected information on other Orange County city ordinances and how other cities were addressing any issues related to bicycles, electric bicycles and motorized mobility devices; and 3) Attended a Bicycle and Pedestrian Active Transportation Subcommittee meeting with then Mayor Wheeler on September 20, 2022.

## Bicycle, Electric Bicycle, and Motorized Mobility Device Safety

May 9, 2023

Page 2

The Quarterly E-Bike Coordination meeting held on October 3, 2022, focused on defining the problem of electric bicycles, if any, and discussing ways to conduct educational outreach. Out of the discussion, the attendees expressed an interest in exploring opportunities for creating new or enhancing existing bikeways, collecting and comparing city ordinances related to the topic, and asking OCTA to continue to lead coordination efforts, including public outreach.

On November 16, 2022, City staff presented an oral report summarizing a 296-page written report to the Traffic Commission on this topic, which also included a presentation from the Chief of Police Services. As the City department most likely to observe issues with bicycles, electric bicycles, and motorized mobility devices, the Chief of Police Services gave an oral presentation accompanied by a slideshow indicating there has not been an electric bicycle problem and that no further ordinances are required to prohibit unsafe use of bicycles, electric bicycles, or motorized mobility devices. Consequently, the Traffic Commission recommended “that the City Council direct Police Services to monitor and observe violations of State law and City codes related to motorized bicycles and devices and report back to the Commission in one year.” However, the Traffic Commission requested additional time to review the City staff written report before recommending any changes be made prior to presentation to City Council.

In the intervening period of time, City staff attended the February 2, 2023, Quarterly E-Bike Coordination meeting to discuss updates on electric bicycle use and law outreach, regulations adopted by cities, planning initiatives to create more user-friendly bikeways, and enforcement issues and statistics. Information presented at the February 2, 2023, Quarterly E-Bike Coordination meeting did not change City staff’s views on the issue.

At the March 15, 2023, Traffic Commission meeting, City staff solicited comments on the previously presented written report. The Traffic Commission had no additional comments for City staff to incorporate into its written report. In his oral report to Traffic Commission, then Chief of Police Services, Captain de la Rosa provided updated statistics regarding bicycle and electric bicycle enforcement and accidents:

- Since 2020, there have been 8 reported e-bike accidents.
- Since 2020, there have been 19 reported bicycle accidents and 1 death.
- Since 2020, there have been 3 citations issued regarding “riding on the right side of roadway,” “helmet required,” and “unlicensed” issues.



## Bicycle, Electric Bicycle, and Motorized Mobility Device Safety

May 9, 2023

Page 3

Based on the oral update from the Chief of Police Services, the Traffic Commission indicated they wanted an update from Police Services on bicycle and electric bicycle enforcement and accident statistics at each Traffic Commission meeting to track the issue, and if necessary to recommend a different course of action to City Council.

At the March 28, 2023, City Council meeting, the Public Works Director reviewed the agenda report, which included a history of the recommendations made by the Traffic Commission and then Chief of Police Services, Captain de la Rosa. The March 28, 2023, City Council meeting agenda report also included a copy of the 296-page written report to the Traffic Commission. In response to the recommendations, Mayor Pro Tempore Wheeler indicated he would support a prohibition on bicycles and electric bicycles on the sidewalk, or a five (5) mile per hour speed limit on sidewalks. Councilmember Pezold indicated she would like to see more effort and funds spent on educating children on electric bicycle safety. City Attorney Simonian indicated the City of Carlsbad adopted an ordinance which might serve as a model for the City. (It should be noted the Carlsbad ordinance prohibits bicycles and electric bicycles from being ridden on all City sidewalks) Mayor Heft indicated she wanted City staff to collect more information on ordinances other nearby cities have adopted related to electric bicycle use, and to bring back this item to the first regular City Council meeting in May.

Based upon his research, the Public Works Director found that the Orange County Transportation Authority several surveyed cities' ordinances related to bicycles and electric bicycles. Many cities have adopted ordinances regulating the speed of bicycles on sidewalks to five (5) miles per hour. These cities include Laguna Niguel, Laguna Woods, Mission Viejo, Rancho Santa Margarita, and Lake Forest. However, in a few of the surveyed cities, these speed limits only apply in business districts and near schools. Other cities, such as Aliso Viejo, have adopted ordinances regulating use of bicycles and electric bicycles in certain places, like in City parks and around community centers, which is what the City of Laguna Hills has already done (Laguna Hills Municipal Code § 8-04-280).

In addition, Laguna Hills Municipal Code Section 11-32.030(A) states:

*It is unlawful and subject to punishment in accordance with Section 11-32.080 of this chapter for any person utilizing or riding upon rollerskates, bicycles, skateboards, scooters, or similar devices to ride or move about in or on any public or private property when the same has been designated by resolution of the City Council and posted as a no rollerskating, skateboarding, bicycling or scooter area.*

## Bicycle, Electric Bicycle, and Motorized Mobility Device Safety

May 9, 2023

Page 4

Laguna Hills Municipal Code Section 11-32.040 also states:

*The City Council may designate any public sidewalk or other public property as a no rollerskating, skateboarding, bicycling or scooter area. The City Council shall designate such area by resolution and order the posting of appropriate signage in accordance with Section 11-32.060 of this chapter. Notice of the City Council's proposed designation shall be provided as follows:*

*A. For sidewalks on highways, listed in the master plan of arterial highways, the City Clerk shall cause notice of City Council consideration of such action to be published in a newspaper of general circulation at least five days prior to the City Council consideration.*

*B. For other public property the City Clerk shall cause additional notice of City Council consideration by means of posting such notice along the highway or sidewalk or on the public property.*

Therefore, the City Council can already prohibit bicyclists, on a sidewalk-segment specific basis, from riding on sidewalks, but it would require a process and signage to be posted. The City Attorney indicated to City staff that this Code may need to be amended in order for it to be applicable to electric bicycles.

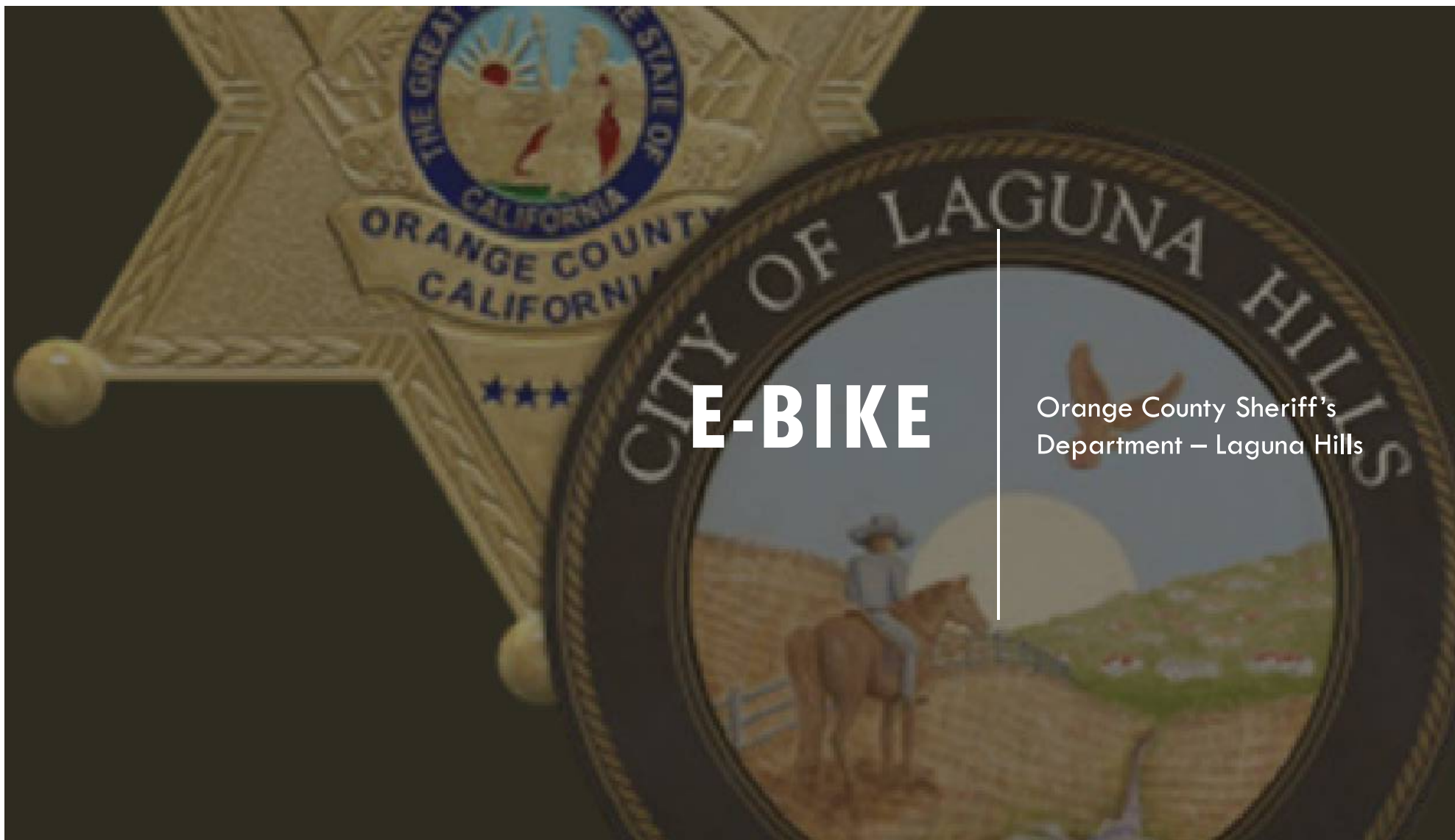
At this time, City staff recommends that the City Council direct Police Services to monitor and observe violations of State law and City codes related to motorized bicycles and devices and report back to City Council in one year. This recommendation differs from the March 28, 2023, City Council meeting recommended action where it was previously recommended that Police Services "report back to the Traffic Commission in one year."

### **CEQA FINDINGS:**

The recommended actions do not qualify as a "project" subject to CEQA because it constitutes continuing administrative or maintenance activities, such as general policy and procedure making. (State CEQA Guidelines, §§ 15060(c)(3))

### **ATTACHMENTS:**

- Police Services E-Bike Presentation, November 16, 2022, Traffic Commission Meeting
- Orange County Transportation Authority E-Bike Ordinance Survey Results
- E-Bike Classifications Table



# WHAT IS AN E-BIKE?

**An “electric bicycle” is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts (CVC 312.5).**



# TYPES OF ELECTRIC BICYCLES

- **Class 1 E-bikes**, also called low-speed pedal-assisted bicycle:
  - Have motors that provides assistance only when the rider is pedaling
  - Stop providing assistance when the bicycle reaches the speed of 20 miles per hour



# TYPES OF ELECTRIC BICYCLES

- **Class 2 E-bikes**, also called low-speed throttle-assisted bicycles:
  - Have motors that may be used to propel the bicycle without pedaling
  - Are not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour

## TYPES OF ELECTRIC BICYCLES

- **Class 3 E-bikes**, also called pedal-assisted bicycles:
  - Have motors that provide assistance only when the rider is pedaling
  - Stop providing assistance when the bicycle reaches the speed of 28 miles per hour
  - Have speedometers



# BICYCLES ON CITY SIDEWALKS

The Laguna Hills Municipal Code 11-32.040 provides that City Council may designate any public sidewalk or other public property as a no bicycling area by resolution and posting signage.

The Laguna Niguel Municipal Code (LNMC) provides that bicycles, including electric bicycles, may be operated on the sidewalk at a speed not to exceed five miles per hour (Sec. 7-4-500).



# USE OF ELECTRIC BICYCLES ON CITY TRAILS

Under the California Vehicle Code (CVC) section 21207.5, a **Class 3** electric bicycle **shall not** be operated on a bicycle path or trail, unless it is within or adjacent to a roadway or unless the local authority or the governing body of a public agency having jurisdiction over the path or trail permits by ordinance, the use of Class 3 electric bicycles.

# E-BIKE SAFETY

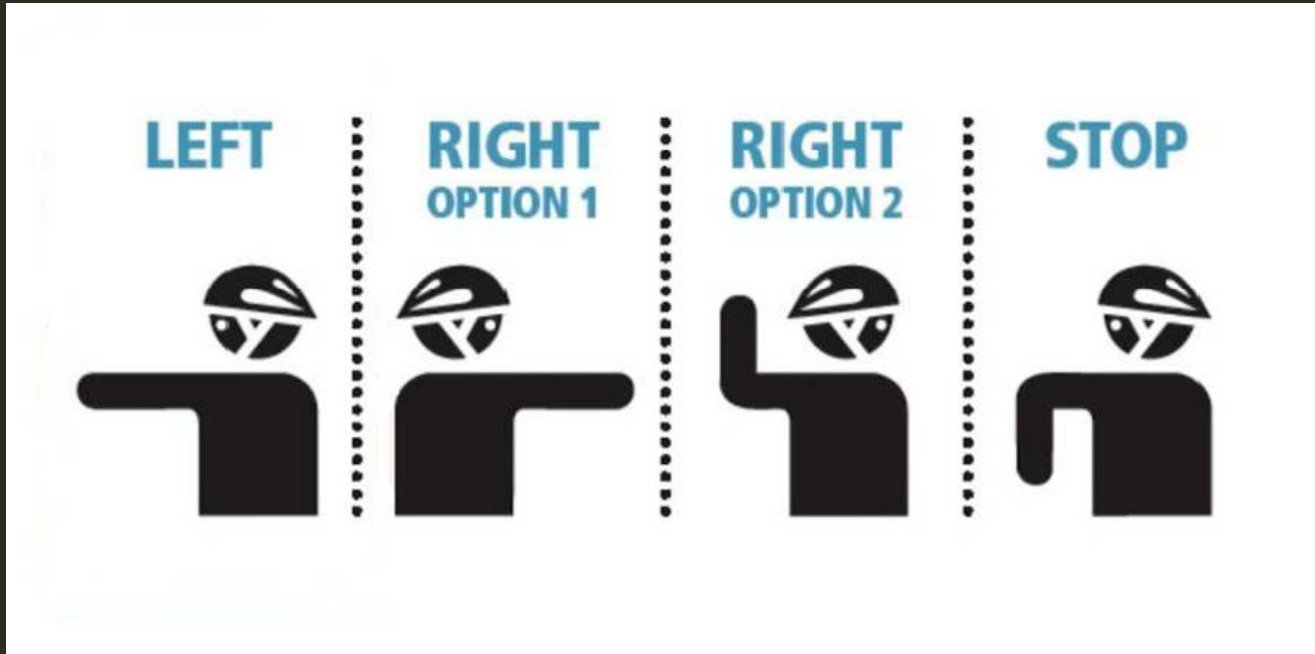
- An e-bike, like any regular bicycle, is a vehicle and is required to follow all roadway rules and laws.
- Act like a car, be predictable and visible.
- Wear bright or reflective clothing.

# E-BIKE SAFETY

- Look out for other roadway users and never assume they will see you especially at intersections.
- Use the e-bike's bell or politely say "on your left" when passing.
- Younger riders may not understand traffic laws or rules.

# E-BIKE SAFETY

## *USE SIGNALS*





# IMPORTANT REMINDERS

- CVC section 21213 - No person under 16 years of age shall operate a Class 3 electric bicycle.
- All individuals **must** wear a properly fitted and fastened bicycle helmet while operating a Class 3 electric bicycle.

# IMPORTANT REMINDERS

**An operator shall not allow a person riding as a passenger, and a person shall not ride as a passenger, on a bicycle upon a highway other than upon or astride a separate seat attached thereto. CVC 21204 (b).**

***If the passenger is four years of age or younger, or weighs 40 pounds or less, the seat shall have adequate provision for retaining the passenger in place and for protecting the passenger from the moving parts of the bicycle.***

# IMPORTANT REMINDERS

No person operating a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal in the event that any vehicle may be affected by the movement. CVC 21208 (b).

# IMPORTANT REMINDERS

People under 18 years of age must wear a helmet regardless of the type of electric bicycle. CVC 21212.

**HELMET VIOLATION - \$197**

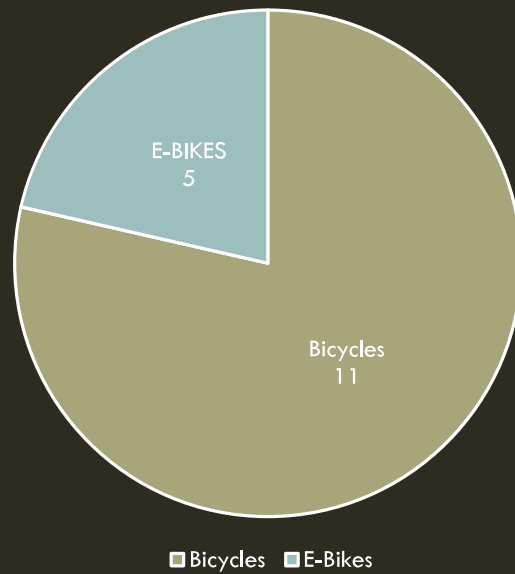


# BE CAUTIOUS



# INCIDENTS 2020-2022

Traffic Collisions Jan 2020 to Present



# E-BIKE CITATIONS 2020-2022

TOTAL = 3 CITATIONS

CVC 21650 – RIGHT SIDE OF ROADWAY

CVC 27803 – HELMET REQUIRED

CVC 12500 – UNLICENSED (E-bike over 30 mph)

# Mission Hospital

- **Mission Hospital Trauma Center has seen a significant increase in traumatic bike injuries, with a majority of riders on e-bikes.**
- **Mission Hospital patients treated due to cycling injuries nearly doubled from 2019 to 2020. 179 documented injuries in 2019, and 304 documented injuries in 2020. Many of these injuries resulted from e-bikes.**
- **As of June 2021, Mission has already 43 e-bike trauma patients. 15 of these patients were under the age of 17.**
- **Trauma patients are not the same as emergency room patients. A “trauma” designated patient indicates a potential life-threatening injury that requires urgent medical assessment.**



# REVIEW



QUESTIONS?

# References

Laguna Hills Police Services - 949-707-2645

Laguna Niguel Police Services - 949-362-4346

Dana Point Police Services - 949-248-3531

Dispatch Non-Emergency - 949-770-6011

[www.peopleforbikes.org/topics/electric-bikes](http://www.peopleforbikes.org/topics/electric-bikes)

[CBS Los Angeles - YouTube](#)

E-bike Ordinances (not exhaustive and is subject to change)

| Up to Date | City        | Bicycle Policy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | E-Bike Policy                                                                                                                                            | Other Related Policy (Motorized Scooters, Mopeds, etc)                                                                                                                                                                                                                                                                                                                                            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| X          | Aliso Viejo | A. Designated Trails. No person shall operate a bicycle on a road or trail in any designated park or recreational area except upon roads or trails designated for bicycle traffic by the director or, in the case of a private park, the consenting owner.<br>B. Unsafe Operation. No person shall operate a bicycle in any designated park or recreational area in any manner that endangers any person or animal or at a speed that is greater than is reasonable or prudent, having due regard for other users and the surface, width, and grade of the road or trail, and in no event in excess of 10 miles per hour, unless a greater speed is posted.<br>C. Bicycle Parking. No person shall leave a bicycle lying on its side on a road or trail in any designated park or recreational area in such a way to obstruct pedestrian, equestrian, or vehicle traffic.<br>D. Helmets. No person under 18 years of age shall operate a bicycle, or ride upon a bicycle as a passenger on any road, bikeway or trail in any designated park or recreational area unless that person is wearing a properly fitted and fastened bicycle helmet. The bicycle helmet must meet the standards set forth in California Vehicle Code Section 21212. [Ord. 2010-126 § 1 (Exh. A)].<br>N. Motorized Wheeled Conveyance Prohibited. No person shall operate or drive any electric or combustible motorized skateboard, scooter, electric personal assistive mobility device, as defined in California Vehicle Code Section 313 (e.g., SegwaysTM), dirt bike, mini bike, mini motor bike, mini motorcycle, go-kart, go-ped, moped, all-terrain vehicle, quad runner, dune buggy or any similar electric or combustible motorized wheeled conveyance in any designated park or recreational area. The prohibition in this subsection shall not apply to motorized wheelchairs, scooters or similar modes of personal conveyance when in operation by a disabled person.- Amended Chapter 10.06 lof Title 10 and Chapter 11.10 of the municode(As of 09/21/22)<br><b>10.06.020 Bicycles operation</b><br>A. Direction of Travel. Persons riding or operating a bicycle or electric bicycle on a bicycle trail or path may proceed in either direction except on those trails or paths designated for one-way traffic by appropriate markings or signs.B. Walking Bicycles. Bicycles and electric bicycles may be walked subject to all provisions of the law applicable to pedestrians.<br><b>Recreational transportation on sidewalks.</b><br>A. Riding on Sidewalks. Bicycles, electric bicycles, roller skates, roller blades, nonmotorized and motorized scooters, nonmotorized skateboards,electrically motorized boards, electric personal assistive mobility devices, and other similar nonmotorized and motorized forms of transportation may be ridden or operated on all sidewalks within the City at a speed not to exceed five miles per hour except as otherwise prohibited by this chapter.Motorized vehicles shall not be permitted to be ridden upon sidewalks. B. Nonmotorized and motorized recreational transportation, as provided in subsection (A) of this section, shall be operated at a speed that is reasonable or prudent, having due regard for weather, visibility, pedestrian and vehicular traffic, and in no event at a speed that endangers the safety of any person or property. C. Prohibitions. Notwithstanding subsection (A) of this section, bicycles, electric bicycles, roller skates, roller blades, nonmotorized and motorized scooters, nonmotorized skateboards, electrically motorized boards, electric personal assistive mobility devices, and other similar nonmotorized and motorized forms of transportation shall not be ridden or operated upon the following:<br>1. Sidewalks within a commercial or business center or complex; 2. Sidewalks adjacent to any public school building when school is in session;3. Sidewalks and parking lots adjacent to or within any community or recreation center when in use;4. Sidewalks adjacent to a church during services; 5. Parking lots of any property owned or operated by the City; or 6. Any pedestrian overcrossing or other sidewalk where prohibited by posted signs.D. <b>Public Works Director to Designate Additional Prohibitions.</b> Notwithstanding subsection (A) of this section, the public works director, or his or her designee, may designate and declare certain portions of sidewalk where the riding or operation of bicycles, electric bicycles, roller skates, roller blades, nonmotorized and motorized scooters, electrically motorized boards, electric personal assistive mobility devices, and other similar nonmotorized and motorized forms of transportation is prohibited.E. Public Works Director to Post Signs. The public works director, or his or her designee, shall erect and maintain signs adjacent to sidewalks designating limits and prohibitions authorized by this chapter.F. No Effect on ADA Power-Driven Mobility Devices. Notwithstanding anything to the contrary, wheelchairs and other power-driven mobility devices used as a mobility aid by a person with a disability may be ridden or operated on all sidewalks in the City at the speed of pedestrian traffic and in a manner which is safe for the user and other pedestrians.G. Yielding Right-of-Way. Whenever any person is riding a bicycle, electric bicycle, roller skates, roller blades, a nonmotorized or motorized scooter, a nonmotorized skateboard, electrically motorized board, electric personal assistive mobility devices, or other similar nonmotorized or motorized form of transportation, such person shall yield right-of-way to any and all pedestrians. A person riding or operating any such form of transportation shall further yield to all traffic upon entering a roadway or driveway. <b>10.06.040 Skateboards, roller skates and similar pedestrian traffic.</b> A. No person shall ride a nonmotorized skateboard, electric personal assistive mobility devices, roller skates, roller blades, nonmotorized scooter, or other conveyance propelled by human power other than a bicycle, or cause or permit the same to roll or coast on the roadway of any street in the city. B. The provisions of subsection (A) of this section shall not apply to cul-de-sacs where the length of the cul-de-sac is 500 feet or less. <b>10.06.050 Pedestrian movements.</b> The public works director, or his or her designee, is hereby authorized to place and maintain signs or markings to prohibit or to restrict pedestrian crossings at certain intersections. | Similar to Bicycle Policy (Chapter 10.06)(Pedestrian, bicycle, and skateboard regulations of Title 10 (Streets and sidewalks)                            | Similar to Bicycle Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <a href="https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1558513/2022-09-21_E-Recreation_Devices_Ord-ATT_1.pdf">https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1558513/2022-09-21_E-Recreation_Devices_Ord-ATT_1.pdf</a>        |
| X          | Anaheim     | <b>13.08.120 BICYCLE USES IN SPECIAL USE PARKS.</b><br>The rules and regulations hereinafter prescribed shall govern bicycle (non-motorized) operations within Special Use Parks, as defined in subsection .010 of Section 13.08.020. With the exception of use by police and park rangers, bicycles are not allowed in any other park within the City of Anaheim.<br>.010 Rules and Regulations for Bicycle Use.<br>.0101 Motorized bicycles are prohibited.<br>.0102 Operation of bicycles is restricted to paved and unpaved roads with a minimum width of eight feet.<br>.0103 Specific facility paved and unpaved roads may be excluded from use for bicycles by written determination of the Director of Community Services, or his or her designee. Such determinations will be based upon public safety and the potential impact on natural resources. Such prohibition shall be effective upon the posting of signs at or near each entrance to such road specifying that bicycles are prohibited therefrom.<br>.0104 Bicycles shall be operated at a safe speed and in a reasonable manner.<br>.0105 Bicyclists must yield the right-of-way to pedestrians (walkers, hikers and/or joggers) and equestrians.<br>.0106 Bicycles are permitted on designated roads and trails only.<br>.0107 Bicycles are prohibited in designated "closed" areas.<br>.0108 Bicycle-designated roads and trails will be posted at each park.<br>.0109 Operation of bicycles is prohibited on unpaved roads and areas during wet or muddy conditions. (Ord. 5919 § 12; June 8, 2004.)<br>.0110 Trail and road closures are to be determined by the Director of Community Services, or his or her designee.<br>.0111 Exceptions to any of the restrictions require the approval of the Director of Community Services, or his or her designee.<br>.020 Violation of any rule or regulation specified in this section shall be punishable as an infraction. (Ord. 5842 § 2; November 5, 2002.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A                                                                                                                                                      | <b>14.28.040 SKATBOARDING ON ROADWAY OR SIDEWALKS—WHERE PROHIBITED.</b><br>.010 It shall be unlawful for any person to go upon any roadway while riding upon or propelling a skateboard, coaster, non-motorized scooter, or other similar device. Any violation of this provision shall be punishable as an infraction.<br>.020 It shall be unlawful for any person to go upon any sidewalk while riding upon or propelling a skateboard, coaster, non-motorized scooter, or other similar device in any business district as defined in the California Vehicle Code where signs are posted or otherwise displayed as authorized by the Chief of Police and Traffic and Transportation Manager, or their respective representatives, giving notice of such prohibition. Any violation of this provision shall be punishable as an infraction. (Ord. 487 § 23; April 8, 1926; Ord. 5929 § 12; July 27, 2004; Ord. 5919 § 18, June 8, 2004; Ord. 5929 § 12; July 27, 2004.) | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <a href="https://codelibrary.amlegal.com/codes/anaheim/latest/anaheim_ca/0-0-0-567710">https://codelibrary.amlegal.com/codes/anaheim/latest/anaheim_ca/0-0-0-567710</a>                                                                                                        |
| X          | Brea        | <b>§ 10.44.020 YIELDING THE RIGHT-OF-WAY.</b><br>A. The driver of a motor vehicle, prior to driving over or upon any sidewalk, shall yield the right-of-way to any bicycle rider thereon.<br>B. Whenever any person is riding a bicycle on a public sidewalk, such person shall yield the right-of-way to any pedestrian and, when overtaking or passing a pedestrian, shall give an audible alarm.<br><br>A bicycle is a device upon which any person may ride, propelled exclusively by human power through a belt, chain or gears and having one or more wheels.<br>• In the State of California, your child must wear an approved helmet every time they ride a bicycle, scooter, and or skateboard until they are 18 years of age.<br>• Your child's helmet must fit snugly, sit low on the forehead, and buckle under the chin.<br>• A bicycle is considered a vehicle and the rider must obey the same rules of the road as a motor vehicle.<br>• A bicycle must be ridden on the right side of the roadway in the same direction as traffic.<br>• To ride at night, you must have lights on the front and back of your bicycle, reflectors on the wheels and pedals, and should wear bright clothing.<br><b>SKATEBOARDS, ROLLER SKATES, AND IN-LINE SKATES.</b><br>skate on any trail or in any park or recreational facility.<br>1. For purposes of this subsection, RECKLESSLY shall mean in wilful or wanton disregard for the safety of persons or property.<br>2. In all cases pedestrians shall be afforded the right-of-way.<br>3. Nothing in this subsection shall be deemed to permit skateboarding, roller skating or in-line skating in or upon any area where such activity is otherwise prohibited by other provisions of this code.<br>4. It is unlawful to ride any bicycle outside of any roadway or other paved area, except in areas or on trails posted or designated for such use.<br>(Ord. 1109, passed 12-4-07) Penalty, see §§ 1.04.010 and 1.04.030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>§ 12.00.150 USE OF VEHICLES, BICYCLES,</b><br><br>E. No person shall recklessly utilize a bicycle or skateboard or recklessly roller skate or in-line | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <a href="https://www.ci.brea.ca.us/880/Bicycle-Information">https://www.ci.brea.ca.us/880/Bicycle-Information</a><br><a href="https://codelibrary.amlegal.com/codes/brea/latest/brea_ca/0-0-0-63645">https://codelibrary.amlegal.com/codes/brea/latest/brea_ca/0-0-0-63645</a> |
| X          | Buena Park  | <b>18.64.020 Bicycle path dedication required when.</b><br>A subdivider may be required to dedicate additional land to provide bicycle paths for the residents of the subdivision if the subdivision contains two hundred or more parcels. (Prior code § 27-52.02)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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                                                                                                                                                                                                                                                                                                | <b>10.56.090 Impoundment authorized following chapter violation.</b><br>The police department shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, and may retain possession of such bicycle until the provisions of this chapter are complied with. If such bicycle is not claimed within three months, it shall be deemed to be abandoned. A fee for impoundment and storage shall be charged, as established by resolution of the city council. (Amended during 1990 codification; prior code § 6-10)                                                                                                                                                                                                                                                                                                                                   | <a href="http://gcodes.us/codes/buenapark/">http://gcodes.us/codes/buenapark/</a>                                                                                                                                                                                              |
|            | Costa Mesa  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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Bicycles in violation of chapter; impounding, fee.</b><br>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, or Division 16.7, commencing with section 3900 of the California Vehicle Code, and may retain possession on such bicycle until the provisions of this chapter are complied with. Bicycles which remain impounded pursuant to this section for longer than a ninety-day period may be sold at auction in accordance with laws governing the disposal of abandoned property generally. (Ord. No. 77-10, § 2, 3-21-77)<br><br><b>4-11. Violation; penalty.</b><br>The violation of any of the provisions of this chapter shall be deemed to be an infraction and shall be subject to a punishment by a fine not to exceed five dollars (\$5.00) for each offense. (Ord. No. 77-10, § 2, 3-21-77) | <a href="http://gcodes.us/codes/costamesa/?view=desktop">http://gcodes.us/codes/costamesa/?view=desktop</a>                                                                                                                                                                    |



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| X | Cypress          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A | N/A                                                                                                                                                                                 | <p><b>4-10. Bicycles in violation of chapter; impounding, fee.</b><br/>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, or Division 16.7, commencing with section 3900 of the California Vehicle Code, and may retain possession on such bicycle until the provisions of this chapter are complied with. Bicycles which remain impounded pursuant to this section for longer than a ninety-day period may be sold at auction in accordance with laws governing the disposal of abandoned property generally. (Ord. No. 77-10, § 2, 3-21-77)</p> <p><b>4-11. Violation; penalty.</b><br/>The violation of any of the provisions of this chapter shall be deemed to be an infraction and shall be subject to a punishment by a fine not to exceed five dollars (\$5.00) for each offense. (Ord. No. 77-10, § 2, 3-21-77)4-10. Bicycles in violation of chapter; impounding, fee.<br/>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, or Division 16.7, commencing with section 3900 of the California Vehicle Code, and may retain possession on such bicycle until the provisions of this chapter are complied with. Bicycles which remain impounded pursuant to this section for longer than a ninety-day period may be sold at auction in accordance with laws governing the disposal of abandoned property generally. (Ord. No. 77-10, § 2, 3-21-77)</p> <p><b>4-11. Violation; penalty.</b><br/>The violation of any of the provisions of this chapter shall be deemed to be an infraction and shall be subject to a punishment by a fine not to exceed five dollars (\$5.00) for each offense. (Ord. No. 77-10, § 2, 3-21-77)</p> <p><b>Sec. 4-12. Enforcement.</b><br/>The chief of police and his representatives and the licensing agent shall herewith be granted all authority to enforce and carry out the provisions of this chapter pursuant to the provisions included in the California Vehicle Code and all other laws of the State of California.</p> | <a href="https://gcode.us/codes/cypress/">https://gcode.us/codes/cypress/</a>                                                                                         |
|   | Dana Point       | <p><b>13.04.130 Bicycles, Skateboards, Rollerblades and Similar Items.</b><br/>-It is unlawful for any person to bicycle, skateboard, rollerblade or use a similar item of any type on tennis courts, handball courts, ball diamonds, patios, porches, play apparatus areas, and all other areas which are not designed or customarily used for such a purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or path reserved for pedestrian use.<br/>-It is unlawful for any person to bicycle, skateboard, rollerblade, or use a similar item of any type on the trails or on any other area of Hilltop Park, Harbor Point Park, South Strand Switchback Trail, Strand Beach Park including the revetment trail, Mid/Central Strand Access Trails, the Funicular Beach Access and the Center for Natural Lands Management Dana Point Preserve.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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|   | Fountain Valley  | <p><b>10.16.045 Bicycles on sidewalks;</b> A) No person shall ride any bicycle upon a public sidewalk except in the direction of traffic in the nearest lane of the paralleling public street. B) The foregoing prohibition shall not apply to sidewalks on residential streets.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | N/A | N/A                                                                                                                                                                                 | <p><b>10.64.100 Bicycles in violation of chapter—Impounding.</b><br/>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, and may retain possession of such bicycle until the provisions of this chapter are complied with. (Ord. 756 § 2, 1975)</p> <p><b>10.64.110 Violation—Penalty.</b><br/>The violation of any of the provisions of this .chapter is an infraction and shall be subject to punishment by a fine not to exceed five dollars. (Ord. 756 § 2, 1975)</p> <p><b>10.64.120 Enforcement.</b><br/>The chief of police and his designated representatives shall enforce and carry out the provisions of this chapter pursuant to the provisions included in the California Vehicle Code and all other laws of the state. (Ord. 756 § 2, 1975)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <a href="http://gcode.us/codes/fountainvalley/">http://gcode.us/codes/fountainvalley/</a>                                                                             |
|   | Fullerton        | <p><b>9.12.180 Bicycles.</b><br/>No person in a park shall:<br/>A. Ride a bicycle on other than a paved vehicular road or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or any paved area reserved for pedestrian use;<br/>B. Ride a bicycle other than on the right-hand side of the road paving as close as conditions permit, and bicycles shall be kept in single file when two or more are operating as a group. Bicyclists shall at all times operate their machines with responsible regard to the safety of others, signal all turns, pass to the right of any vehicle they are overtaking, and pass to the right of any vehicle they may be meeting;<br/>C. Ride any other person on a bicycle;<br/>D. Leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available;<br/>E. Leave a bicycle lying on the ground or paving, or set against trees, or in any place or position where other persons may trip over or be injured by them;<br/>F. Ride a bicycle on any road between thirty minutes after sunset or before thirty minutes before sunrise without an attached headlight plainly visible at least two hundred feet in front of, and without a red taillight or red reflector plainly visible from at least two hundred feet from the rear of such bicycle;<br/>G. Notwithstanding the foregoing provisions of this section, when signs are erected giving notice thereof, noperson shall ride a bicycle in Amerige Park or in such other parks in the city as the City Council shall from time to time designate by resolution. It shall be the duty of the City Traffic Engineer to place and maintain such signs at each and every park as designated by ordinance or resolution of the City Council.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | N/A | N/A                                                                                                                                                                                 | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <a href="https://codelibrary.amlegal.com/codes/fullerton/latest/fullerton_ca/0-0-0-1">https://codelibrary.amlegal.com/codes/fullerton/latest/fullerton_ca/0-0-0-1</a> |
| X | Garden Grove     | <p>10.16.050 Application to Bicycle or Animal Riders<br/>Every person riding a bicycle, or riding, or driving an animal upon a highway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this title, except those provisions that by their very nature can have no application. (2804 § 1, 2011; prior code § 311</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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|   | Huntington Beach | <p><b>10.84.160 Riding on Sidewalk</b><br/>No person shall ride a bicycle upon a sidewalk within any business district, or upon the sidewalk adjacent to any public school building, church, recreation center, playground or over any pedestrian overcrossing, or within any crosswalk. (22-8/09, 322-1/29, 1784-12/72, 1913-5/74, 2270-3/78)</p> <p><b>10.84.170 Yielding Right-of-Way</b><br/>Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian, and when overtaking and passing a pedestrian shall give an audible signal. A person riding a bicycle off a sidewalk and onto a roadway shall yield to all traffic on the roadway. (22-8/09, 1784-12/72, 1913-5/74)</p> <p><b>10.84.180 Riding in Group</b><br/>Persons operating bicycles on a bicycle lane or path shall not ride more than two abreast. (1784-12/72, 1913-5/74)</p> <p><b>10.84.200 Bicycles on Pier</b><br/>No person shall ride a bicycle or any similar type vehicle on the municipal pier. Bicycles or similar type vehicles may be walked or pushed on the pier. (344-10/31, 554-12/49, 1784-12/72, 1913-5/74, 3185-5/93)</p> <p><b>10.84.210 Bicycle Lanes and Paths Established</b><br/>The City Council establishes those bicycle lanes and paths as designated on the Preliminary Plan; Trails Element to the Master Plan of the City of Huntington Beach, and as such Preliminary Plan; Trails Element to the Master Plan may be amended hereafter from time to time. (1784-12/72, 1913-5/74)</p> <p><b>10.84.220 Implementing Establishment of Bicycle Lanes and Paths</b><br/>The City Manager is authorized, empowered and directed to implement the establishment of the bicycle lanes and paths, as designated on the Preliminary Plan; Trails Element to the Master Plan of the City of Huntington Beach, and as such Preliminary Plan; Trails Element to the Master Plan may be amended hereafter from time to time. (1913-5/74)</p> <p><b>10.84.230 Bicycle Lanes—Markings and Erection of Signs</b><br/>A. The Traffic Engineer is authorized to erect or place signs upon any street or adjacent to any street in the City indicating the existence of a bicycle lane or path, and otherwise regulating the operation and use of vehicles and bicycles with respect thereto. When such signs are in place, no person shall disobey same.<br/>B. The bicycle lane shall be designated on such street by a six-inch wide reflectorized white line. (1913-5/74, 2175-4/77)</p> <p><b>10.84.250 Direction of Travel</b><br/>No person shall ride or operate a bicycle within a bicycle lane or path in any direction except that permitted vehicular traffic traveling on the same side of the roadway, provided that bicycles may proceed either way along a lane or path where arrows appear on the surface of the lane designating two-way traffic. (1913-5/74)</p> <p><b>10.84.260 Walking Bicycles</b><br/>Bicycles may be walked subject to all provisions of law applicable to pedestrians. (1913-5/74)</p> <p><b>10.84.270 Vehicular Traffic in Bicycle Lanes or Paths</b><br/>No person shall park a motor vehicle across or on a bicycle path or lane except to obtain emergency parking where signs are posted prohibiting such parking. No person shall drive a motor vehicle across a bicycle lane except after giving the right-of-way to all bicycles operated within the lane. No motor vehicle, motorized bicycle, motor-driven cycle, or motorcycle may be operated on a bicycle path or sidewalk. (1913-5/74, 2059-6/76, 2148-1/77, 2175-3/77)</p> | N/A | <p><b>10.84.275 Motorized Scooter</b><br/>For the purpose of this chapter, a motorized scooter shall be subject to each and every section that applies to bicycles. (3458-5/00)</p> | <p><b>10.84.280 Penalty</b><br/>It shall be unlawful for any person knowingly to violate or knowingly to permit any other person to violate any of the provisions contained in Sections 10.84.160 through 10.84.270 of this chapter, and any person violating any of the provisions contained in such sections shall be guilty of an infraction and punished upon a first conviction by a fine not exceeding \$50.00 and for a second or any subsequent conviction within a period of one year, by a fine not exceeding \$100.00. (1913-5/74, 2059-6/76, 2148-1/77)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <a href="http://www.gcode.us/codes/huntingtonbeach/">http://www.gcode.us/codes/huntingtonbeach/</a>                                                                   |

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| X | Irvine        | <p><b>-Sec. 4-7-201. - Applicability of traffic laws.</b><br/>Every person riding a bicycle upon a street or sidewalk shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State pertaining to the rules of the road, or by the terms of this Code or other ordinances of this City applicable to the driver of a vehicle, except as to those provisions which by their nature can have no application to bicycles, and except as otherwise provided in this division.<br/>(Code 1976, § IV.F-201, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-202. - Obedience to traffic-control devices.</b><br/>It shall be unlawful for any person operating a bicycle to fail to obey the instructions of official traffic-control signs and other traffic-control devices applicable to vehicles or bicycles, unless otherwise directed by a police officer.<br/>(Code 1976, § IV.F-202, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-203. - Method of riding; number of riders.</b> No person operating a bicycle shall allow more persons at one time than the number for which the bicycle is designed and equipped.<br/>(Code 1976, § IV.F-203, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-204. - Riding on roadways and bicycle lanes.</b><br/>A.Any person operating a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction at such time shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:<br/>1.When overtaking and passing another bicycle or vehicle proceeding in the same direction.<br/>2.When preparing for a left turn at an intersection or into a private road or driveway.<br/>3.When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge, subject to width lane" is a lane that is too narrow for a bicycle and a vehicle to travel safely side-by-side within the lane.<br/>B.Any person operating a bicycle upon a roadway of a highway, which highway carries traffic in one direction only and has two or more marked traffic lanes, may ride as near the left-hand curb or edge of such roadway as practicable.<br/>C.Persons riding bicycles upon a roadway or bike lane shall not ride more than two abreast.<br/>(Code 1976, § IV.F-204, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-205. - Speed.</b><br/>No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing, and in no event at a speed which endangers the safety of persons or property.<br/>(Code 1976, § IV.F-205, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-207. - Emerging from, entering alley, driveway, bicycle path, etc.</b><br/>The operator of a bicycle emerging from an alley, driveway, bicycle path, building or otherwise approaching upon a sidewalk or sidewalk area shall yield the right-of-way to all pedestrians on such sidewalk or sidewalk area, and upon entering a bicycle lane or roadway, shall yield the right-of-way to all vehicles or bicycles on the roadway.<br/>(Code 1976, § IV.F-206, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-208. - Leaving bicycle lane.</b><br/>A.Whenever a bicycle lane has been established, any person operating a bicycle upon the roadway at a speed of less than the normal speed of traffic moving in the same direction shall ride within the bicycle lane, except that such person may move out of the lane under any of the following situations:<br/>1.When overtaking and passing another bicycle, vehicle, or pedestrian within the lane or about to enter the lane if such overtaking and passing cannot be done safely within the lane.<br/>2.When preparing for a left turn at an intersection or into a private road or driveway.<br/>3.When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions.<br/>4.When approaching a place where a right turn is authorized.<br/>B.No person operating a bicycle within a bicycle lane shall leave such lane until movement can be made with reasonable safety, and then only after giving the appropriate signal in the manner provided in Vehicle Code div. 11, ch. 6 (Vehicle Code § 22100 et seq.) in the event that any vehicle may be affected by the movement.<br/>(Code 1976, § IV.F-207, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-209. - Parking.</b><br/>No person shall leave a bicycle lying on its side on any sidewalk, nor shall park a bicycle upon the public right-of-way or the sidewalk rack to support the bicycle or against a building or at a curb, except in such a manner as to afford the least obstruction to pedestrian traffic. Where appropriate signs are erected, no person shall park a bicycle in a public highway in the area designated by appropriate signs.<br/>(Code 1976, § IV.F-208, Ord. No. 192, 5-10-77)<br/><b>-Sec. 4-7-210. - Riding on sidewalks, playgrounds, etc.</b><br/>A.Riding of bicycles on any sidewalk or roadway is permitted unless prohibited by appropriate signs authorized pursuant to the terms of this division.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                  |
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| X | La Palma      | ARTICLE VII. - BICYCLES Sec. 40-288 No person shall operate or permit to be operated on any public street in the City any bicycle unless such bicycle shall first have been registered with the Police Department as provided in this article                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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|   | Laguna Beach  | <p>10.02.020 Bicycles and electric personal assistive mobility devices on sidewalks and within city parks.</p> <p>(a) It is unlawful for any person, except for authorized law enforcement personnel, to operate a bicycle upon any sidewalk, the Main Beach Boardwalk, or any area within any city park.</p> <p>(b) It is unlawful for any person, except for authorized law enforcement personnel and for persons with disabilities, to operate any electric personal assistive mobility device (as defined by the California Vehicle Code and sometimes also known or referred to as Segways, T-3 Motions and/or motorized scooters) or any golf cart or low speed vehicle (as defined by the California Vehicle Code) on any sidewalk on Pacific Coast Highway, within the central business district, Main Beach Boardwalk, or any area within any city park. (Ord. 1614 § 1, 2016; Ord. 1546 § 1, 2011; Ord. 1509 § 1, 2009; Ord. 1299 § 1, 1995; Ord. 1081 § 1, 1985).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Possibly: 10.02.020 Bicycles and electric personal assistive mobility devices on sidewalks and within city parks.</p> <p>(a) It is unlawful for any person, except for authorized law enforcement personnel, to operate a bicycle upon any sidewalk, the Main Beach Boardwalk, or any area within any city park.</p> <p>(b) It is unlawful for any person, except for authorized law enforcement personnel and for persons with disabilities, to operate any electric personal assistive mobility device (as defined by the California Vehicle Code and sometimes also known or referred to as Segways, T-3 Motions and/or motorized scooters) or any golf cart or low speed vehicle (as defined by the California Vehicle Code) on any sidewalk on Pacific Coast Highway, within the central business district, Main Beach Boardwalk, or any area within any city park. (Ord. 1614 § 1, 2016; Ord. 1546 § 1, 2011; Ord. 1509 § 1, 2009; Ord. 1299 § 1, 1995; Ord. 1081 § 1, 1985).</p> | N/A | <p><b>5.72.100 Bicycles in violation of chapter—Impounding—Fee.</b><br/>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, and may retain possession of such bicycle until the provisions of this chapter are complied with. A fee to be determined by the city council pursuant to Section 39011 of the California Vehicle Code shall be charged for each bicycle so impounded. (Ord. 837 § 1, 1975).</p> <p><b>5.72.110 Enforcement.</b><br/>The chief of police and his representatives shall be granted all authority to enforce and carry out the provisions of this chapter pursuant to the provisions included in the California Vehicle Code and all other laws of the state of California. (Ord. 837 § 1, 1975).</p> | <a href="https://qcode.us/codes/lagunabeach/">https://qcode.us/codes/lagunabeach/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                  |
| X | Laguna Hills  | <p><b>11-32.020 Bicycle operation.Share</b><br/>A. Riding in Group. Persons operating bicycles within a bicycle lane or upon a bicycle path shall ride in single file except as provided for in CVC Section 21202(a).<br/>B. Direction of Travel. Persons riding or operating a bicycle on a bicycle trail or path may proceed in either direction except on those trails or paths designated for one-way traffic by appropriate markings or signs defined by the direction of adjacent vehicular traffic.<br/>C. Walking Bicycles. Bicycles may be walked subject to all provisions of law applicable to pedestrians.<br/>D. Yielding Right-of-Way. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield right-of-way to any and all pedestrians. A person riding a bicycle upon entering a roadway or driveway from a sidewalk shall yield to all traffic. (OCC §§ 6-4-500, 6-4-501(d))</p> <p><b>11-32.030 General prohibition.Share</b><br/>A. It is unlawful and subject to punishment in accordance with Section 11-32.080 of this chapter for any person utilizing or riding upon rollerskates, bicycles, skateboards, scooters, or similar devices to ride or move about in or on any public or private property when the same has been designated by resolution of the City Council and posted as a no rollerskating, skateboarding, bicycling or scooter area.<br/>B. It is unlawful and subject to punishment in accordance with Section 11-32.080 of this chapter, for any person utilizing or riding upon rollerskates or skateboards, or similar devices to ride upon the roadway of any public street, except cul-de-sac streets of five hundred (500) feet or less in length. (Ord. 2000-5 § 2; prior code § 6-12.020)</p> <p><b>11-32.040 Designation of public property as no rollerskating, skateboarding, bicycling or scooter area.Share</b><br/>The City Council may designate any public sidewalk or other public property as a no rollerskating, skateboarding, bicycling or scooter area. The City Council shall designate such area by resolution and order the posting of appropriate signage in accordance with Section 11-32.060 of this chapter. Notice of the City Council's proposed designation shall be provided as follows:<br/>A. For sidewalks on highways, listed in the master plan of arterial highways, the City Clerk shall cause notice of City Council consideration of such action to be published in a newspaper of general circulation at least five days prior to the City Council consideration.<br/>B. For other public property the City Clerk shall cause additional notice of City Council consideration by means of posting such notice along the highway or sidewalk or on the public property. (Ord. 2000-5 § 3; prior code § 6-12.030)</p> <p><b>11-32.050 Designation of private property as no rollerskating, skateboarding, bicycling or scooter area.Share</b><br/>The City Council may, by resolution, designate any private property within a business district, or which is primarily used for commercial or recreational purposes, as a no rollerskating, skateboarding, bicycling or scooter area. The City Council may so designate this private property subject to the following:<br/>A. If the property is owner/occupied property, the property owner shall submit a written petition requesting a designation of no rollerskating, skateboarding, bicycling, or scooter area.<br/>B. If the property is occupied by tenants of the owner, then the tenants shall submit a written petition by a majority of the tenants on the property supporting a designation of no rollerskating, skateboarding, bicycling or scooter area and the petition shall also contain written consent of the property owner.<br/>C. The City Clerk shall cause notice of City Council consideration of this petition to be mailed to all tenants in the subject private property as well as to the owner at least five days prior to City Council consideration.</p> <p>The City Council may approve or deny the request for designation of the no rollerskating, skateboarding, bicycling or scooter area. (Ord. 2000-5 § 4; prior code § 6-12.040)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                  |
|   | Laguna Niguel | Cyclists must ride to the right edge of road as practical; no faster than 5mph on city sidewalks; ride with flow of traffic; bicyclists are required to use bike lane if one is available unless they are travelling as fast as traffic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Rules of the Road<br/>All cyclists (e-bike riders included) are subject to all the same rules of the road as motorists. Cyclists who don't follow the rules are subject to ticketing and fines as defined by the California Vehicle Code or Municipal Code.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                  |
|   | Laguna Woods  | <p><b>Sec. 8.12.010. - Bicycle operation.</b><br/>(a)Direction of travel. Persons riding or operating a bicycle on a bicycle trail or path may proceed in either direction except on those trails or paths designated for one-way traffic by appropriate markings or signs defined by the direction of adjacent vehicular traffic.(b)Walking bicycles. Bicycles may be walked subject to all provisions of law applicable to pedestrians. (OCC § 6-4-500)</p> <p><b>Sec. 8.12.020. - Bicycles on sidewalks.</b><br/>(a)Riding on sidewalks. Bicycles may be ridden on all sidewalks at a speed not to exceed five miles per hour except upon sidewalks within a business district, upon sidewalks adjacent to any public school building when school is in session, recreation center when in use, church during services, over any pedestrian overcrossing or other sidewalk where prohibited by posted signs.(b)Director to designate prohibitions. The City Manager or designee may designate and declare certain portions of sidewalk to be prohibited to bicycle use.(c)Director to post prohibitions. The City Manager or designee is authorized to erect and maintain signs adjacent to sidewalks designating limits of bicycle prohibitions.(d)Yielding right-of-way. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield right-of-way to any and all pedestrians. A person riding a bicycle upon entering a roadway or driveway from a sidewalk shall yield to all traffic.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | N/A | <p><b>Sec. 8.12.030. - Skateboards, roller skates and similar pedestrian traffic.</b><br/>(a)No person shall ride a skateboard, roller skates or other conveyance propelled by bicycles. Bicycles may be walked subject to all provisions of law applicable to pedestrians. (OCC § 6-4-500)<br/>(b)The provisions of Subsection (a) shall not apply to cul-de-sacs where the length of the cul-de-sac is 500 feet or less.</p>                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>Sec. 8.16.050. - Administration and enforcement.</b><br/>Except as otherwise provided herein, the provisions of this chapter shall be administered and enforced by the Sheriff. In the enforcement of this chapter such officer and his regularly salaried fulltime deputies may enter upon private or public property to examine a vehicle or parts thereof, or obtain information as to the identity of the owner of the vehicle and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter.<br/><br/>(OCC § 6-4-804)</p> | <a href="https://library.municode.com/ca/laguna_woods/codes/code_of_ordinances">https://library.municode.com/ca/laguna_woods/codes/code_of_ordinances</a>                                                                        |

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| X | Lake Forest   | <p><b>12.24.010 Bicycle operation.</b></p> <p>A. Direction of Travel. Persons riding or operating a bicycle on a bicycle trail or path may proceed in either direction except on those trails or paths designated for one (1) way traffic by appropriate markings or signs defined by the direction of adjacent vehicular traffic.</p> <p>B. Walking Bicycles. Bicycles may be walked subject to all provisions of law applicable to pedestrians. (Ord. 171 § 1, 2007)</p> <p><b>12.24.020 Recreational transportation on sidewalks.</b></p> <p>A. Riding on Sidewalks. Bicycles, electric bicycles, roller skates, roller blades, non motorized and motorized scooters, nonmotorized skateboards, electrically motorized boards, and other similar forms of transportation may be ridden on all sidewalks in the City of Lake Forest at a speed not to exceed five (5) miles per hour except upon sidewalks within a business district, upon sidewalks adjacent to any public school building when school is in session, recreation center when in use, church during services, over any pedestrian overcrossing or other sidewalk where prohibited by posted signs.</p> <p>B. Director to Designate Prohibitions. Director to Designate Prohibitions. Notwithstanding subsection (A) of this section, the Director, or his or her designee, may designate and declare certain portions of sidewalks and public property where the riding or operation of bicycles, electric bicycles, roller skates, roller blades, nonmotorized and motorized scooters, nonmotorized skateboards, electrically motorized boards, electric personal assistive mobility devices, and other similar nonmotorized and motorized forms of transportation are prohibited. The Director is authorized to erect and maintain signs adjacent to sidewalks designating limits of bicycle prohibitions.</p> <p>C. Yielding Right-of-Way. Whenever any person is riding a bicycle, electric bicycle, roller skates, roller blades, a nonmotorized or motorized scooter, a nonmotorized skateboard, electrically motorized boards, electric personal assistive mobility devices, or other similar nonmotorized or motorized form of transportation, such person shall yield right-of-way to any and all pedestrians. A person riding or operating any such form of transportation shall further yield to all traffic upon entering a roadway or driveway.</p> | Same as bicycle policy "Section 12.24.020 Recreational transportation on sidewalks"                                                                     | <p><b>12.24.030 Skateboards, roller skates, etc.</b></p> <p>A. No person shall ride a skateboard, scooter, roller skates or similar coaster devices other than a bicycle or cause or permit same to roll or coast within the right-of-way of any street or highway in the City of Lake Forest.</p> <p>B. The provisions of subsection A shall not apply to cul-de-sacs where the length of the cul-de-sac is five hundred (500) feet or less. (Ord. 302 § 44, 2018; Ord. 171 § 1, 2007)</p> <p>C. Unsafe Operation. In any event, no person shall ride or operate a skateboard, scooter, roller skates, or other similar vehicle in any manner that endangers any person or animal or at a speed that is greater than is reasonable and prudent, having due regard for other users and the surface, width, and grade of the road or trail, and in no event in excess of 10 miles per hour, unless a different speed is posted. The operation of such modes of transportation on sidewalks is subject to additional requirements and prohibitions set forth in Section 12.24.020 of this Code.</p> <p>D. Parking. No person shall leave a skateboard, scooter, roller skates, or other similar vehicle on or in a road or trail in such a way as to obstruct pedestrian, equestrian, bicycle, or other vehicular traffic.</p> <p>E. Helmets. No person under 18 years of age shall operate or ride, whether as a passenger or not, a skateboard, scooter, roller skates, or other similar vehicle on any road, bikeway, sidewalk, or trail unless that person is wearing a properly fitted and fastened bicycle helmet. The bicycle helmet must meet the standards set forth in California Vehicle Code Section 21212."</p> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <a href="https://lqcode.us/codes/lakeforest/">https://lqcode.us/codes/lakeforest/</a>                         |
| X | Los Alamitos  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/A                                                                                                                                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>10.36.110 Bicycles in violation of this chapter—Impounding and fee.</b></p> <p>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, and may retain possession of such bicycle until the provisions of this chapter are complied with. A fee to be determined by the city council pursuant to Section 39011 of the California Vehicle Code, shall be charged for each bicycle so impounded. (Ord. 313, 1975)</p> <p><b>10.36.120 Fines for violation of this chapter.</b></p> <p>A fee to be determined by the city council pursuant to Section 39011 of the Vehicle Code shall be charged for violation of the provisions of this chapter. (Ord. 313, 1975)</p> <p><b>10.36.130 Enforcement.</b></p> <p>The chief of police and his representatives shall herewith be granted all authority to enforce and carry out the provisions of this chapter pursuant to the provisions included in the California Vehicle Code and all other laws of the state of California. (Ord. 313, 1975)</p> | <a href="https://lqcode.us/codes/losalamitos/">https://lqcode.us/codes/losalamitos/</a>                       |
| X | Mission Viejo | <p><b>Sec. 12.15.090. - Bicycle operation.</b></p> <p>(a)Riding in group. Persons operating bicycles within a bicycle lane or upon a bicycle path shall ride in single file except as provided for in Vehicle Code § 21202(a).(b)Direction of travel. Persons riding or operating a bicycle on a bicycle trail or path may proceed in either direction except on those trails or paths designated for one-way traffic by appropriate markings or signs or defined by the direction of adjacent vehicular traffic.(c)Walking bicycles. Bicycles may be walked subject to all provisions of law applicable to pedestrians. (Ord. No. 88-12, § 5(6-4-500), 6-27-88)</p> <p><b>Sec. 12.15.100. - Bicycles on sidewalks.</b></p> <p>(a)Riding on sidewalks. Bicycles may be ridden on all sidewalks in the city at a speed not to exceed five miles per hour except upon sidewalks within a business district, upon sidewalks adjacent to any public school building when school is in session, recreation center when in use, church during services, over any pedestrian overcrossing or other sidewalk where prohibited by posted signs.(b)Sidewalks designated as multi-use trail shared sidewalks MUTSS). Bicycles may be ridden on all MUTSS in the city at a speed not to exceed 12 miles per hour.(c)Director to designate prohibitions. The director may designate and declare certain portions sidewalk to be prohibited to bicycle use.(d)Director to post prohibitions. The director is authorized to erect and maintain signs adjacent to sidewalks designating limits of bicycle prohibitions.(e)Yielding right-of-way. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield right-of-way to any and all pedestrians. A person riding a bicycle upon entering a roadway or driveway from a sidewalk shall yield to all traffic. (Ord. No. 88-12, § 5(6-4-501), 6-27-88; Ord. No. 19-334, § 1, 1-14-20)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                                                                                                                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>Sec. 12.15.110. - Enforcement of chapter.</b></p> <p>(a)The chief of police and his representatives shall herewith be granted all authority to enforce and carry out the provisions of this chapter pursuant to the provisions included in the Vehicle Code and all other laws of the state.(b)Each violation of this chapter shall be an infraction subject to a fine not to exceed \$10.00. (Ord. No. 90-41, § 1(12.15.090), 2-12-90)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <a href="https://library.municode.com/ca/missionviejo">https://library.municode.com/ca/missionviejo</a>       |
| X | Newport Beach | <p><b>Chapter 12.56; 12.56.030 Operating Bicycle on Sidewalk</b></p> <p>A. Prohibition. No person shall operate or ride a bicycle upon any sidewalk in the City.</p> <p>B. Exceptions. The provisions of this section shall not apply to:</p> <ol style="list-style-type: none"><li>1. Sidewalks on which bicycles are permitted pursuant to a resolution adopted by the City Council;</li><li>2. Tricycles, wheelchairs, or wheeled devices operated by the disabled or the elderly;</li><li>3. Rollerskates, rollerblades or skateboards or similar devices, except when operation is prohibited by the provisions of <b>Chapter 12.57 of this Code</b>;</li><li>4. Tricycles which measure less than one of the following:<ol style="list-style-type: none"><li>a. Eighteen (18) inches from ground level to the neck joint,</li><li>b. Twenty-four (24) inches in width measured from the outer rear wheels,</li><li>c. Eighteen (18) inches in front tire diameter, or</li><li>d. Twelve (12) inches in rear tire diameter.</li></ol></li><li>5. To a bicycle operated by any peace officer employed by the City of Newport Beach and acting within the course and scope of his or her employment. (Ord. 97-41 § 5 (part), 1997: Ord. 95-40 § 2, 1995; Ord. 91-12 § 1, 1991: Ord. 86-3 § 1, 1986: Ord. 85-18 § 2, 1985; Ord. 1806 § 1, 1979: Ord. 1608 § 1, 1975: Ord. 1452 § 1, 1972: Ord. 1435 § 1, 1972: Ord. 1256 § 1, 1968: Ord. 1224 § 1, 1967: Ord. 898, 1959: 1949 Code § 3295.1)</li></ol> <p><b>Chapter 12.54 OCEANFRONT BOARDWALK SAFETY PROGRAM</b></p> <p><b>12.54.030 Speed Limit.</b> No person using the boardwalk shall exceed eight miles per hour while on the boardwalk. (Ord. 2020-24 § 1 (part), 2020: Ord. 2001-16 § 3, 2001: Ord. 2001-10 § 2, 2001: Ord. 2001-7 § 2 (part), 2001: Ord. 91-53 § 2 (part), 1991)</p> <p>12.54.050 Direction of Flow/Rules of the Road.A. Any person using the boardwalk shall keep to the right of the centerline of the boardwalk except when passing.</p> <p>B. No person shall pass any other person except when it is safe to do so.</p> <p>C. No person shall pass any other person when there is a solid single or double centerline. (Ord. 2020-24 § 1 (part), 2020: Ord. 2001-16 § 5, 2001: Ord. 2001-10 § 4, 2001: Ord. 2001-7 § 2 (part), 2001: Ord. 91-53 § 2 (part), 1991)</p>                                                                              | No specific rules related to Ebicycles, therefore regulations are the same as traditional bicycle (Section 12.56) and those established within the CVC. | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <a href="https://www.codepublishing.com/CA/NewportBeach/">https://www.codepublishing.com/CA/NewportBeach/</a> |

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| X | Orange                 | <p><b>10.10.180 - Rules of the Road.</b><br/>It is unlawful for any person to ride or operate a bicycle in the City of Orange in violation of the rules of the road as set forth in Sections 21200 et seq. of the California Vehicle Code.(Ord. 19-82)</p> <p><b>10.10.190 - Riding Bicycles on Sidewalks.</b><br/>A.No Person shall ride or operate a bicycle upon any sidewalk in a business district unless such sidewalk is officially designated as a bicycle route. This subsection shall not apply to Police Officers carrying out their official duties.B.Any person riding or operating a bicycle upon any sidewalk shall exercise due care and shall yield the right-of-way to all pedestrians.(Ord. 13-93; 19-82)</p> <p><b>10.10.200 - Riding Bicycles on Streets.</b><br/>Except as provided by the California Vehicle Code, any person riding or operating a bicycle upon any street where a bicycle lane or trail appropriate to his direction of travel is established and officially designated shall ride or operate such bicycle only in such bicycle lane or trail or on the sidewalk where otherwise allowed by the Orange Municipal Code.(Ord. 19-82)</p> <p><b>10.10.210 - Vehicles Prohibited from Bicycle Lanes and Trails.</b><br/>No person shall operate a motor vehicle within an established and officially designated bicycle lane or trail except when necessary to park where parking is allowed, for purposes of ingress or egress to and from driveways, or for purposes of intersectional travel.(Ord. 19-82)</p> <p><b>10.10.220 - Hitching Rides on Vehicles.</b><br/>No person riding or operating any bicycle, coaster, roller skates, sled, toy vehicle, motorcycle or moped shall attach the same or himself to any vehicle on the roadway.Ord. 19-82)</p> <p><b>10.10.230 - Passengers on Bicycles.</b><br/>It is unlawful for the operator of a bicycle, when upon a public right-of-way, to carry another person upon said bicycle, provided, however, that this prohibition shall not apply to bicycles which are built for two persons to ride and propel the same.(Ord. 19-82)</p> <p><b>10.10.240 - Racing.</b><br/>No person riding or operating a bicycle upon a public highway or street shall participate in any race, speed or endurance contest unless such race or endurance contest has the written permission of the City Manager, and under the supervision of the Chief of Police, or his designee.(Ord. 19-82)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>10.10.290 - Enforcement.</b><br/>The Chief of Police and his representatives shall be granted the authority to enforce and carry out the provisions of this chapter under the provisions of the California Vehicle Code and other laws of the State of California.<br/>(Ords. 19-82; 12-75; 462: Prior Code 10.68.100)</p> <p><b>10.10.300 - Bicycles in Violation of this Chapter.</b><br/>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter and may retain possession of such bicycle until the provisions of this chapter are complied with.<br/>(Ords. 19-82; 12-75; 5-72: Prior Code 10.68.110)</p> <p><b>10.10.310 - Fines for Violation of this Chapter.</b><br/>Any person convicted of a violation of Section 10.10.080 (which is not enacted pursuant to Section 39000 et seq. of the California Vehicle Code) shall be guilty of a misdemeanor. Any person convicted of any other violation of this chapter shall be guilty of an infraction.<br/>(Ords. 19-82; 1-80; 12-75: Prior Code 10.68.120)</p> | <a href="https://library.municode.com/ca/orange">https://library.municode.com/ca/orange</a>                                                                                         |                                                                                                         |
|   | Placentia              | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p><b>13.76.110 Bicycles in violation of chapter—Impound fees—Fines.</b><br/>The licensing agency shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter, or in lieu of impounding, shall have the right to issue a citation for such violations. All bicycles impounded pursuant to this section may be retained until the provisions of this chapter are complied with. Bicycles remaining unclaimed after a period of three (3) months shall be subject to disposal in accordance with Sections 2.20.010, 2.20.020 and 2.20.030 of Chapter 2.20 of this code. A fine of two dollars (\$2.00) shall be charged for each violation of this chapter. (Ord. 75-O-115, 1975)</p> <p><b>13.76.120 Enforcement.</b><br/>The police chief and his representative shall herewith be granted all authority to enforce and carry out the provisions of this chapter pursuant to the provisions included in the California Vehicle Code and all other laws of the state of California. (Ord. 75-O-115, 1975)</p>                                           | <a href="https://qcode.us/codes/placentia/">https://qcode.us/codes/placentia/</a>                                                                                                   |                                                                                                         |
| X | Rancho Santa Margarita | <p><b>Sec. 12.03.010. - Bicycle operation.</b><br/>(a)Direction of travel. Persons riding or operating a bicycle on a bicycle trail or path may proceed in either direction except on those trails or paths designated for one-way traffic by appropriate markings or signs defined by the direction of adjacent vehicular traffic.(b)Walking bicycles.: Bicycles may be walked subject to all provisions of law applicable to pedestrians.<br/>(OCC § 6-4-500; Ord. No. 3768, § 2, 11-7-1989; Ord. No. 98-15, § 64, 12-8-1998)</p> <p><b>Sec. 12.03.020. - Bicycles on sidewalks.</b><br/>(a)Riding on sidewalks. Bicycles may be ridden on all sidewalks at a speed not to exceed five miles per hour except upon sidewalks within a business district, upon sidewalks adjacent to any public school building when school is in session, recreation center when in use, or church during services, or over any pedestrian overcrossing or other sidewalk where prohibited by posted signs.(b)City Engineer to designate prohibitions. The City Engineer may designate and declare certain portions of sidewalk to be prohibited to bicycle use.(c)City Engineer to post prohibitions. The City Engineer is authorized to erect and maintain signs adjacent to sidewalks designating limits of bicycle prohibitions.(d)Yielding right-of-way. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield right-of-way to any and all pedestrians.<br/>A person riding a bicycle upon entering a roadway or driveway from a sidewalk shall yield to all traffic.<br/>(OCC § 6-4-501; Ord. No. 3768, § 2, 11-7-1989)</p> <p>State Law reference— Authority to regulate operation of bicycles on sidewalks, Vehicle Code § 21100(h).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>Sec. 12.03.030. - Skateboards, roller skates, and similar pedestrian traffic.</b><br/>(a)No person shall ride a skateboard, roller skates, or other conveyance propelled by human power, other than a bicycle, or cause or permit same to roll or coast on the roadway of any highway in the City.(b)The provisions of subsection (a) shall not apply to cul-de-sacs where the length of the cul-de-sac is 500 feet or less.<br/>(OCC § 6-4-502; Ord. No. 3768, § 2, 11-7-1989)</p> | <p><b>Sec. 12.05.050. - Administration and enforcement.</b><br/>Except as otherwise provided herein, the provisions of this chapter shall be administered and enforced by the Sheriff. In the enforcement of this chapter, such officer and his regularly salaried fulltime deputies may enter upon private or public property to examine a vehicle or parts thereof or obtain information as to the identity of the owner of the vehicle and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter.<br/><br/>(OCC § 6-4-8804; Ord. No. 3768, § 2, 11-7-1989)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <a href="https://library.municode.com/ca/rancho_santa_margarita/codes/code_of_ordinances">https://library.municode.com/ca/rancho_santa_margarita/codes/code_of_ordinances</a>       |                                                                                                         |
| X | San Clemente           | <p><b>10.08.110 - Persons riding bicycles or driving animals.</b><br/>Every person riding a bicycle or riding or driving an animal upon a highway has all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this title, except those provisions which by their very nature can have no application.</p> <p><b>12.32.130 - Cycling, skateboarding and similar activities on municipal pier, access road, beach, and beach trail.</b></p> <p>B. Prohibited Activities on Municipal Pier and Access Road. ....No person shall ride or permit to be ridden, drive, or permit to be driven, any bicycle, electric bicycle, tricycle, skateboard, roller skates, or similar type device on the municipal pier, accesses to the municipal pier, service roads, or beach access roads. Moreover, no person shall walk, push, carry, park, or permit to be parked any bicycle, electric bicycle, tricycle, skateboard, or similar type device on the municipal pier. In addition, no person shall throw any "frisbee" or other similar devices on the municipal pier, access roads, service roads, or beach access roads.</p> <p>C. Permitted Uses of Bicycles on Beach and Beach Trail. ....Riding of bicycles and personal assistive mobility devices is permitted on the beach trail, including those portions that overlay the beach service road, subject to the restrictions of subsection (d) below. Bicycle owners are permitted to walk their bicycles through such restricted areas and at such restricted times. When permitted to be ridden, bicycles may be ridden at a maximum speed of ten miles per hour on all permitted portions of the beach trail. At all times, bicycles must yield to pedestrians.</p> <p>D. Prohibited Uses of Bicycles on Beach and Beach Trail. ....Riding of bicycles on the beach is prohibited at all times. Riding of bicycles on the beach trail is not permitted between the municipal pier and the southern end of the Trafalgar Canyon Bridge from June 15 through Labor Day. Riding of bicycles is not permitted on Riviera Beach Trail Bridge, Montalvo Beach Trail Bridge, Mariposa Trail Bridge, the portion of the trail extending north from the base of the pier asphalt to the Corto Lane restrooms, and the asphalt area extending north and south of the base of the municipal pier at any time. Bicycle owners are permitted to walk their Bicycles through such restricted areas and at such restricted times. Reckless riding of bicycles is prohibited, and at no time shall any persons allow their bicycle(s) to be left unattended on the beach or beach trail, nor block access thereto.</p> <p>E. Electric Bicycles, Motorized Scooters, Electrically Motorized Boards, and Other Similar Motorized Recreational Devices Prohibited. ....No person shall drive, operate, or propel any electric bicycle, motorized scooter, electrically motorized board, or other similar motorized recreational device, however powered, upon any portion of the beach or beach trail. This section shall not prohibit the use of such devices upon these areas by any officer, employee, or agent of the City, any City department, or any public safety officer, while engaged in their official duty, or any City-authorized person providing maintenance, repair, or emergency services on the beach or beach trail.</p> <p>F. Unsafe Operation. ....Reckless riding of bicycles is prohibited, and at no time shall any persons allow their bicycle(s) to be left unattended on the beach or beach trail, nor block access thereto. No person using the beach or beach trail shall engage in any activity that creates an unreasonable risk of injury to any person.</p> <p>G. Penalty. ....Violations of this chapter may be prosecuted as a misdemeanor or infraction and are subject to the notice, hearing, and enforcement provisions of this Code, including, but not limited to, the provisions of Chapter 1.16.</p> <p>H. Modification. ....In the event of special circumstances so warranting, the City Council may by resolution modify the requirements established herein. Modifications by the City Council shall only be made if the City Council determines that such modification will not be contrary to the public health, safety, or welfare.</p> | Same as bicycle policy Section 12.32.130 E. Electric Bicycles, Motorized Scooters, Electrically Motorized Boards, and Other Similar Motorized Recreational Devices Prohibited. ....No person shall drive, operate, or propel any electric bicycle, motorized scooter, electrically motorized board, or other similar motorized recreational device, however powered, upon any portion of the beach or beach trail. This section shall not prohibit the use of such devices upon these areas by any officer, employee, or agent of the City, any City department, or any public safety officer, while engaged in their official duty, or any City-authorized person providing maintenance, repair, or emergency services on the beach or beach trail. | See bicycle policy for prohibited activities on pier and access road                                                                                                                                                                                                                                                                                                                                                                                                                      | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <a href="https://library.municode.com/ca/san_clemente/codes/code_of_ordinances">https://library.municode.com/ca/san_clemente/codes/code_of_ordinances</a>                           |                                                                                                         |
| X | San Juan Capistrano    | <p>Sec. 4-6.206. Persons riding bicycles and riding or driving animals.<br/>Every person riding a bicycle or driving an animal upon a street shall have all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle as set forth in this chapter, except those provisions which by their very nature can have no application. (Ord. No. 295, § 2-4)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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                                                                                                           | <a href="http://www.qcode.us/codes/sanjuanapistano/">http://www.qcode.us/codes/sanjuanapistano/</a>                                                                                 |                                                                                                         |
| X | Santa Ana              | <p><b>Sec. 36-38. - Persons riding bicycles or animals shall obey traffic regulations.</b><br/>Every person riding a bicycle or riding or driving an animal upon a highway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle as provided for by this chapter, except those provisions which by their very nature can have no application. <b>Sec. 36-41(b)</b> Ride a bicycle or skateboard upon a sidewalk within a business district, as that term is defined in California Vehicle Code, Section 235. Whenever any person is riding a bicycle or skateboard upon a sidewalk other than in a business district, or in any other public place, such person shall yield the right-of-way to any pedestrian.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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href="https://library.municode.com/ca/santa_ana/codes/code_of_ordinances?nodeId=SANIMUCO">https://library.municode.com/ca/santa_ana/codes/code_of_ordinances?nodeId=SANIMUCO</a> |                                                                                                         |
| X | Seal Beach             | <p>(Code 1952, § 3224; Ord. No. NS-560, § 1, 1-15-62)</p> <p>8.05.010 Applicability to Bicycle and Animal Riders.<br/>Every person riding a bicycle or riding or driving an animal upon a highway shall have all the rights and be subjected to all of the duties applicable to the driver of a vehicle by this title, except those provisions that by their very nature can have no application. (Ord. 1515)</p> <p><b>8.05.040 Wheeled Devices Prohibition.</b><br/>A. Wheeled Device. For the purpose of this section, a "wheeled device" is any wheeled device propelled by human or mechanical power. "Wheeled device" includes without limitation: bicycles, roller skates, scooters, segways, and skateboards. "Wheeled devices" does not include: cars, trucks and equivalent vehicles; baby strollers; shopping carts utilized for transportation of goods; wheelchairs; and motorized tricycles and motorized quadricycles utilized by persons otherwise unable to move about as pedestrians by reason of physical disability.</p> <p>B. Prohibition. No person shall ride or operate a wheeled device in any of the following locations:</p> <ol style="list-style-type: none"><li>1. City sidewalks, unless authorized by Seal Beach Municipal Code Section 8.10.040.</li><li>2. Public property other than sidewalks where signs prohibiting such activity are conspicuously posted.</li><li>3. Privately owned sidewalks used for pedestrian traffic where signs prohibiting such activity are conspicuously posted.</li></ol> <p>C. Infraction. Any person who rides or operates a wheeled device in violation of this section shall be guilty of an infraction. (Ord. 1608; Ord. 1533; Ord. 1515)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | The San Gabriel River bikeway is considered a "Class I" bike path and Class 3 electric bikes are prohibited from riding on Class I bike paths.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                                                                                                                                                                     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| X | Stanton             | <b>14.04.050 Riding.</b><br>No person shall ride a horse, bicycle, motorcycle, mini-bike, automobile, or other vehicle or animal within a public park or playground; provided, however, that bicycles may be ridden on any road or path designated for such purposes and may be wheeled or pushed by hand over any grass area or trail reserved for pedestrian use. (Prior code § 14.04.050)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><i>Spoke to Cesar @ Stanton, recommends removing because this section is for skateboarding park not street regulations. The Code is silent on street regulation</i>)14.08.040 Penalty for violation.</p> <p>A. Any violation of the provisions of this chapter shall be subject to citation and deemed to be an infraction or misdemeanor at the discretion of the city attorney or district attorney, and punishable as such. The complaint charging such violation shall specify whether the violation is a misdemeanor or an infraction. Each day a violation of any provision of this chapter continues shall be a new and separate violation.</p> <p>B. Any person violating or failing to follow and comply with any of the regulations set forth in this chapter may be removed from a skate park. Any person cited and convicted of three or more infractions of this chapter shall be permanently barred from the use of or entrance to a skate park.</p> <p>C. In addition to the penalties so described, any police officer or other person authorized to issue citations shall have the authority to impound any skateboard, bicycle, scooter, in-line skates or roller skates of a person found violating this chapter. Upon impoundment of any skateboard, bicycle, scooter, in-line skates or roller skates as provided herein, the owner of such device shall be issued a receipt. Said receipt shall state the days, hours, location, and manner for claiming the impounded skateboard, bicycle, scooter, in-line skates or roller skates, as provided in subparagraphs (1) and (2) of this subsection.</p> <p>1. Upon presentation of the receipt, the owner may claim the impounded skateboard, bicycle, scooter, in-line skates or roller skates at the police department during business hours. If the owner is a minor, such owner may claim the impounded skateboard, bicycle, scooter, in-line skates or roller skates if accompanied by a parent or guardian. No fee may be assessed on the owner, parent or guardian.</p> <p>2. If the impounded skateboard, bicycle, scooter, in-line skates or roller skates is/are not claimed within sixty days after the date of impoundment, the city may dispose of the unclaimed item(s) by destruction or public sale at auction. (Ord. 1051 § 1, 2016)</p> | <a href="http://www.qcode.us/codes/stanton/">http://www.qcode.us/codes/stanton/</a>                                                                                                 |
| X | Tustin              | <b>5345 - USE OF BICYCLES</b><br>Persons riding a bicycle on a public sidewalk, walkway, parkway, off-street bicycle trail or in any public park, recreational area or upon any other publicly owned property shall yield the right-of-way to pedestrians at all times. (Ord. No. 786, Sec. 29, 2-5-79)<br>CROSS REFERENCE: Bicycle registration, Art. 5, Ch. 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>5344 - USE OF MOTORIZED CYCLES</b><br>(a)A "motor-driven" cycle for purposes of this Section is any motorcycle, moped, motor scooter or minibike with a motor which produces not in excess of five (5) horsepower, and every bicycle with a motor attached.(b)No person shall drive a motor-driven cycle on any public sidewalk, walkway, parkway or in any public park or recreational area or upon any other publicly owned property except City streets and public highways within the City, provided, however, that bicycles with motors attached may be operated on off-street bicycle trails under pedal power and without use of their motors. (Ord. No. 786, Sec. 28, 2-5-79)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <a href="https://library.municode.com/ca/tustin/codes/code_of_ordinances">https://library.municode.com/ca/tustin/codes/code_of_ordinances</a>                                       |
|   | Villa Park          | <b>Sec. 5-6.2. - Riding and Parking of Skateboards and Bicycles Restricted.</b><br>It shall be unlawful for any person to ride a bicycle on any sidewalk located in the Villa Park Shopping Center. It shall also be unlawful for any person to ride or park a skateboard on any sidewalk, driveway, parking lot, or other area dedicated to the public in the Villa Park Shopping Center.(Ord. #75-225, § 2; Ord. #93-412, § 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Sec. 5-7.3. - Prohibited</b><br>It shall be unlawful for any person to operate a motorized scooter on any sidewalk, driveway, parking lot, or other area used by the public in the Villa Park Shopping Center located at Wanda Road and Santiago Boulevard.<br><br>It shall be unlawful for any person to operate a motorized scooter on any sidewalk, driveway, parking lot, or other area used by the public in the Villa Park Shopping Center located at Wanda Road and Santiago Boulevard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <a href="https://library.municode.com/ca/villa_park/codes/code_of_ordinances">https://library.municode.com/ca/villa_park/codes/code_of_ordinances</a>                               |
| X | Westminster         | <b>10.84.220 Bicycle paths—Use required.</b><br>Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such a path and shall not use the roadway. (Prior code § 3440.21)<br><br><b>10.84.230 Riding on sidewalks—Restrictions.</b><br>A. No person shall ride a bicycle upon a sidewalk within any business district, or upon the sidewalk adjacent to any public school building, church, recreation center or playground. Peace officers shall be exempt from these provisions while in the discharge of their duties. (Ord. 2210 § 1, 1993; Ord. No. 2128 § 1, 1990; Ord. 1874 § 1, 1979; prior code § 3440.22)<br><br>B. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian or to any vehicle exiting or entering any private driveway or alley. (Ord. 2128 § 1990; Ord. 1874 § 1, 1979; prior code § 3440.22)<br><br>C. It is unlawful to ride a bicycle or skate board on any sidewalk within the civic center complex. Peace officers shall be exempt from these provisions while in the discharge of their duties. (Ord. 2210 § 1, 1993; Ord. 1966 § 1, 1983)<br><br><b>10.84.210 Parking.</b><br>No person shall park a bicycle upon a street other than against the curb, or upon a sidewalk other than in a rack or against a building or at the curb in such manner as to afford the least obstruction to pedestrian traffic. (Prior code § 3440.20) | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>10.76.010 Vehicles on land of another—Permitted when—Conditions.</b><br>It is unlawful for any person to operate any motorcycle, motor-driven cycle, mini-bike, trail bike, motor scooter, jeep, dune buggy, or other motor vehicle on real property owned or occupied by another within five hundred feet of an occupied residential area without the written consent of all the owners and occupants in such operator's possession, unless the owners of the property have posted the property permitting such use; provided, however, that this prohibition does not include the operation of a vehicle or cycle having a valid California vehicle registration by any person possessing a valid California operator's license, upon a public street or highway; provided further, that this prohibition shall not apply to a public officer or employee acting within the course and scope of his employment; provided further, that the provisions of this section shall not apply to the operation of such vehicles on driveways, parking lots, race courses, or other places where the public is invited to operate such vehicles, so long as such vehicle is operated in the reasonable and ordinary manner customary for such use. (Prior code § 3450) | 10.84.250 Impoundment—When—Fee.<br>The chief of police shall have the right to impound and retain possession of any bicycle being operated in violation of the provisions of this chapter, and may retain possession of such bicycle until the provisions of this chapter are complied with, and all fees as provided in Section 10.84.100 have been paid, and if such bicycle is not claimed within three months, it shall be deemed to be abandoned. (Prior code § 3400.24)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <a href="https://www.qcode.us/codes/westminster/">https://www.qcode.us/codes/westminster/</a>                                                                                       |
| X | Yorba Linda         | <b>10.48.160 Parking requirements.</b><br>No person shall leave a bicycle lying on its side on any sidewalk, or shall park a bicycle on a sidewalk in any other position, so there is not an adequate path for pedestrian traffic. When a parking rack is available, no person shall park a bicycle on an adjacent street or sidewalk, except in such rack. The City Traffic Engineer may prohibit bicycle parking in designated areas of the public highway, provided that appropriate signs are erected. (Ord. 90-654 § 1, 1990; prior code § 19-102)<br><br><b>10.04.020 Applicability of provisions extends to bicycle and animal transport.</b><br>Every person riding a bicycle or riding or driving an animal upon a highway has all the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this chapter, except those provisions which by their very nature can have no application. (Prior code § 19-2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <a href="http://qcode.us/codes/yorbalinda/">http://qcode.us/codes/yorbalinda/</a>                                                                                                   |
| X | OC Parks            | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | E-bikes are prohibited on unpaved trails within regional and wilderness parks; all classes of ebikes continue to be prohibited on unpaved trails within regional and wilderness parks where there is reduced long-distance visibility and/or width to accommodate trail users who need to veer out of the path of another user traveling at a high rate of speed. OC revised codified ordinance OCCO 2-5-2(n) making the following exception: "Class 1 and Class 2 electric bicycles, as defined by the CA Vehicle Code, on those regionaled paved, off-road bikeways designated for such use by the Director of OC Parks". This means that Class 1 and 2 ebikes are now permitted on more than 75 miles of OC bikeways.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <a href="https://ocparks.com/parks-trails/aliso-and-wood-canyons-wilderness-park/park-rules">https://ocparks.com/parks-trails/aliso-and-wood-canyons-wilderness-park/park-rules</a> |
| X | State of California | <b>AB 1909:</b> Makes various changes to statutory sections governing the operation of bicycles. Specifically, it eliminates the statewide ban of class three electric bicycles on a bicycle path or trail, bikeway, bicycle lane, equestrian trail, or hiking or recreational trail.<br><b>AB 2028:</b> Expands the authorization in existing statute that a governing board of any school district can provide time and facilities to any local law enforcement agency having jurisdiction over the schools of the district, for bicycle safety instructions to also include scooters, electriv bicycle, motorized bicycles, and/or motorized scooters safety instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>EBikes:</b><br>An electric bicycle is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. Three classes of electric bicycles have been established:<br><br>Class 1: A low speed pedal-assisted electric bicycle equipped with a motor which provides assistance only when the rider is pedaling and ceases to provide assistance when a speed of 20 mph is reached.<br>Class 2: A low speed throttle-assisted electric bicycle equipped with a motor used exclusively to propel the bicycle and NOT capable of providing assistance when a speed of 20 mph is reached.<br>Class 3: A low speed pedal-assisted electric bicycle equipped with a speedometer, and a motor which provides assistance only when the rider is pedaling and ceases to provide assistance when a speed of 28 mph is reached.<br>The operator of a Class 3 electric bicycle:<br><br>Must be 16 years old or older.<br><br>Must wear a bicycle safety helmet.<br><br>Must not transport passengers.<br><br>May ride an electric bicycle in a bicycle lane if authorized by local authority or ordinance.<br><br>All electric bicycle classes are exempt from the motor vehicle financial responsibility, DL, and license plate requirements (CVC §24016).<br><b>AB 1946:</b> Requires the California Highway Patrol (CHP) to develop statewide safety standards and training<br><b>AB 2028:</b> Expands the authorization in existing statute that a governing board of any school district can provide time and facilities to any local law enforcement agency having jurisdiction over the schools of the district, for bicycle safety instruction to also include scooters, electric bicycles, motorized bicycles, and/or motorized scooter safety instruction. | Moped:<br>Also known as a motorized bicycle, a moped has 2-3 wheels and an electric motor with an automatic transmission that produces less than 4 gross brake horsepower (3000watts).<br>Some mopeds have pedals so you can ride them when the motor is off. Show Citation 33<br>You must have a motorcycle license (M1 or M2) to drive a moped.<br>You must be at least 16 years old or older to drive a moped, and you must wear a helmet while you ride.<br>You do not need insurance to register a moped, but you do need special license plates and an identification card, along with a one-time \$23 registration fee.<br>You do not have to renew your moped registration in the same way as you register other vehicles.<br><b>AB 2028:</b> Expands the authorization in existing statute that a governing board of any school district can provide time and facilities to any local law enforcement agency having jurisdiction over the schools of the district, for bicycle safety instruction to also include scooters, electric bicycles, motorized bicycles, and/or motorized scooter safety instruction.                                                                                                                                           | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                     |

## Key Differences Between Bicycles, E-Bike and Mopeds

| CALIFORNIA                                                                                            | Vehicle        |                    | User              |                  |               |                         | Bike Access       |                   |                    |                        |
|-------------------------------------------------------------------------------------------------------|----------------|--------------------|-------------------|------------------|---------------|-------------------------|-------------------|-------------------|--------------------|------------------------|
|                                                                                                       | Pedal Operated | Max Assisted Speed | Minimum Age (yrs) | Driver's License | License Plate | Helmet                  | Class 1 Bike Path | Class 2 Bike Lane | Class 3 Bike Route | Class 4 Protected Lane |
|  <b>BICYCLE</b>      | <b>YES</b>     | <b>N/A</b>         | <b>N/A</b>        | <b>NO</b>        | <b>NO</b>     | <b>17<br/>AND UNDER</b> | <b>YES</b>        | <b>YES</b>        | <b>YES</b>         | <b>YES</b>             |
|  <b>TYPE 1 EBIKE</b> | <b>YES</b>     | <b>20</b>          | <b>N/A</b>        | <b>NO</b>        | <b>NO</b>     | <b>17<br/>AND UNDER</b> | <b>YES</b>        | <b>YES</b>        | <b>YES</b>         | <b>YES</b>             |
|  <b>TYPE 2 EBIKE</b> | <b>NO</b>      | <b>20</b>          | <b>N/A</b>        | <b>NO</b>        | <b>NO</b>     | <b>17<br/>AND UNDER</b> | <b>YES</b>        | <b>YES</b>        | <b>YES</b>         | <b>YES</b>             |
|  <b>TYPE 3 EBIKE</b> | <b>YES</b>     | <b>28</b>          | <b>16</b>         | <b>NO</b>        | <b>NO</b>     | <b>YES</b>              | <b>NO</b>         | <b>YES</b>        | <b>YES</b>         | <b>YES</b>             |
|  <b>MOPED</b>       | <b>NO</b>      | <b>N/A</b>         | <b>16</b>         | <b>YES</b>       | <b>YES</b>    | <b>YES</b>              | <b>NO</b>         | <b>YES</b>        | <b>YES</b>         | <b>NO</b>              |

Credit: San Diego County Bicycle Coalition



# City of Laguna Hills

## City Council/Planning Agency

### Staff Report

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**DATE:** May 9, 2023  
**TO:** Mayor and Council Members  
**FROM:** Janine Heft  
Mayor  
**ISSUE:** Condemning the Actions of the Government of Iran

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**RECOMMENDATION:** Mayor Heft recommends that the City Council direct City staff to prepare a resolution or letter of support stating that the Laguna Hills City Council stands in solidarity with the women of Iran and our Iranian-American population who have been impacted by the human rights violations committed by the Government of Iran.

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