

# CITY OF DANA POINT

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**CITY COUNCIL  
REGULAR  
MEETING**



**TUESDAY  
MAY 20, 2008  
5:00 P.M.**

## **AGENDA**

**Location: City Council Chamber, 33282 Golden Lantern, Suite 210, Dana Point, California 92629**

Next City Council Ordinance No. 08-05

### **CALL TO ORDER**

### **ROLL CALL OF CITY COUNCIL MEMBERS:**

Joel Bishop, Mayor  
Lisa A. Bartlett, Mayor Pro Tem  
Lara Anderson, Council Member  
Diane L. Harkey, Council Member  
Steven H. Weinberg, Council Member

### **CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION, Government Code § 54956.9 (b)(1), (2 cases: AT&T and Scenic Drive)

### **RECESS OF CITY COUNCIL MEETING UNTIL 6:00 P.M.**

### **RECONVENE CITY COUNCIL MEETING**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

### **PRESENTATIONS AND PROCLAMATIONS**

Employee Recognition  
Public Service Week Recognition: Brad Fowler, Kathy Ward, and Kyle Butterwick  
Grand Prix Bike Race

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## CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and all will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

At this time, the City Clerk will read the title(s) of the ordinance(s) listed on the agenda.

**1. WAIVE THE READING OF ORDINANCES AND APPROVE READING BY TITLE ONLY**

RECOMMENDED ACTION: That the City Council approve the reading by title only of all ordinances on the Consent Calendar and that further reading of such ordinances be waived.

**2. [REGULAR MEETING MINUTES, MAY 6, 2008](#)**

RECOMMENDED ACTION: That the City Council approve the minutes.

**3. [PLANNING COMMISSION MEETING MINUTES, APRIL 22, 2008](#)**

RECOMMENDED ACTION: That the City Council receive and file.

**4. [PLANNING COMMISSION ACTIONS, MEETING OF MAY 13, 2008](#)**

RECOMMENDED ACTION: That the City Council receive and file.

**5. [CHARITABLE GRANT SUBCOMMITTEE DRAFT MINUTES, APRIL 30, 2008](#)**

RECOMMENDED ACTION: That the City Council receive and file.

**6. [YOUTH BOARD MEETING MINUTES, APRIL 17, 2008](#)**

RECOMMENDED ACTION: That the City Council receive and file.

**7. [OCEAN WATER QUALITY SUBCOMMITTEE MEETING MINUTES, MARCH 11, 2008](#)**

RECOMMENDED ACTION: That the City Council receive and file.

**8. [MEETING CALENDAR / COMMUNITY SPECIAL EVENTS CALENDAR](#)**

RECOMMENDED ACTION: That the City Council receive and file.

**9. [CLAIMS AND DEMANDS](#)**

RECOMMENDED ACTION: That the City Council receive and file the Claims and Demands.

10. [APPROVE AMENDMENT NO. 12 TO CONTRACT AGREEMENT NO. C-8-0370 WITH ORANGE COUNTY TRANSIT AUTHORITY TO PROVIDE SENIOR TRANSPORTATION SERVICES TO THE DEL OBISPO COMMUNITY/SENIOR CENTER THROUGH JUNE 30, 2009](#)

RECOMMENDED ACTION: That the City Council approve Amendment No. 12 to the existing Agreement No. C-8-0370 with Orange County Transit Authority for senior transportation to the Del Obispo Community/Senior Center through June 30, 2009 and authorize the City Manager to execute the agreement.

11. [AGREEMENT FOR DISTRICT ATTORNEY PROSECUTION SERVICES](#)

RECOMMENDED ACTION: That the City Council approve a five year agreement with District Attorney's Office of Orange County to prosecution services for Municipal Code violations for City of Dana Point.

12. [ADOPTION OF A RESOLUTION DESIGNATING 34255 PACIFIC COAST HIGHWAY, DANA POINT, CALIFORNIA AS A NO ROLLERSKATING, SKATEBOARDING OR BICYCLING AREA](#)

RECOMMENDED ACTION: That the City Council adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, DESIGNATING 34255 PACIFIC COAST HIGHWAY, DANA POINT, CALIFORNIA, AS A NO ROLLERSKATING, SKATEBOARDING OR BICYCLING AREA.

13. [AWARD CONTRACT TO UNITED STORM WATER, INC. FOR CATCH BASIN FILTER AND CDS UNIT CLEANING AND MAINTENANCE SERVICES](#)

RECOMMENDED ACTION: That the City Council 1) award a maintenance services contract to United Storm Water, Inc. for catch basin filter and CDS unit cleaning; 2) authorize up to four, optional two year contract renewals beyond the original two year term of July 1, 2008 – June 30, 2010; and 3) authorize the City Manager to execute the maintenance services contract and future amendments to the contract.

14. [FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA ADDING ARTICLE 9 TO THE DANA POINT MUNICIPAL CODE INCLUDING SECTIONS 14.01.780 THROUGH 14.01.950, ENTITLED "CONSTRUCTION OF CABLE COMMUNICATIONS SYSTEMS"](#)

RECOMMENDED ACTION: That the City Council hold a first reading and introduce an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, ADDING ARTICLE 9, INCLUDING SECTIONS 14.01.780 THROUGH 14.01.950, ENTITLED "CONSTRUCTION OF CABLE COMMUNICATIONS SYSTEMS".

15. [SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, MODIFYING CHAPTER 12.14 OF THE DANA POINT MUNICIPAL CODE ADDRESSING NECESSARY CODE REVISIONS FOR PREFERENTIAL PARKING DISTRICTS CITYWIDE](#)

RECOMMENDED ACTION: That the City Council hold second reading and adopt an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, MODIFYING CHAPTER 12.14 OF THE DANA POINT MUNICIPAL CODE ADDRESSING NECESSARY CODE REVISIONS FOR PREFERENTIAL PARKING DISTRICTS CITYWIDE.

16. [APPROVAL OF FIRST AMENDMENT TO COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND CITY OF DANA POINT TO CONTINUE AS "SMALL CITY" PARTICIPANT](#)

RECOMMENDED ACTION: That the City Council approve the First Amendment to the Cooperation Agreement between the County of Orange and the City of Dana Point to continue designation of Dana Point as a Small City Participant in the Urban County program through the U.S. Department of Housing and Urban Development (HUD) for FY2009-11, and authorize the City Manager to execute the Agreement.

## **PUBLIC COMMENTS**

Any person wishing to address the City Council during the Public Comments section or on an Agenda item is asked to complete a "Request to Speak" form available on the table at the side of the Council Chamber. The completed form is to be submitted to the City Clerk prior to the Agenda item being called by the Mayor and prior to the individual being heard by the City Council.

In order to conduct a timely meeting, there will be a three-minute time limit per person and an overall time limit of fifteen minutes for this Public Comments portion of the agenda. At the Mayor's discretion, the balance of public comments will be heard after the New Business portion of the agenda. All comments are to be directed to the City Council and shall not consist of any personal attacks. Members of the public are expected to maintain a professional, courteous decorum during their comments. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda.

If anyone has handouts to distribute to the City Council, please follow proper procedure and hand them to the City Clerk. The City Clerk will see that they are distributed.

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## **PUBLIC HEARINGS**

17. [ZONING CODE UPDATE PROGRAM – ZONE TEXT AMENDMENTS ZTA08-0002 AND ZTA08-0003](#)

RECOMMENDED ACTION: That the City Council conduct a Public Hearing and introduce for first reading an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, APPROVING ZONE TEXT AMENDMENTS ZTA08-0002 AND ZTA08-0003, REVISING THE CITY OF DANA POINT ZONING ORDINANCE TO CORRECT INCONSISTENCIES, CLARIFY EXISTING REGULATIONS, SIMPLIFY THE REVIEW PROCESS, UPDATE “NONCONFORMING USES AND STRUCTURES” CHAPTER, AND PROVIDE FOR AMENDMENTS TO PREVIOUSLY APPROVED DISCRETIONARY PERMITS.

## **UNFINISHED BUSINESS**

18. [INTRODUCTION OF CITY’S REDESIGNED WEBSITE](#)

RECOMMENDED ACTION: That the City Council receive the introduction of the City's redesigned website.

## **NEW BUSINESS**

There are no New Business items.

## **PUBLIC COMMENTS (Continued)**

## **STAFF REPORTS**

(City Manager Doug Chotkevys)

(City Attorney Patrick Muñoz)

## **COUNCIL REPORTS, INCLUDING CITY RELATED MEETINGS ATTENDED**

The City Council may discuss, act upon or seek consensus on matters described under Council Reports only if: They are agendaized with a complete written report included; or, if an item arose subsequent to the posting of the agenda and the Council determines that an emergency exists. Non-agendaized items may be presented as informational only.

## **ADJOURNMENT**

The next Regular Meeting of the City Council will be June 3, 2008, at 5:00 p.m. in the City Council Chamber located at 33282 Golden Lantern, Suite 210, Dana Point, California.

## CERTIFICATION

I, Kathy M. Ward, City Clerk of the City of Dana Point, do hereby certify that a copy of the foregoing Agenda was posted at Dana Point City Hall, the Dana Point Post Office, the Capistrano Beach Post Office and the Dana Point Library by Friday, May 16, 2008, at 5:00 p.m.

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KATHY M. WARD, CITY CLERK

\_\_\_\_\_  
DATE

Subscriptions to receive City Council Agendas on a regular basis are available through the City Clerk's Office. Agendas are also available on the City's website at [www.danapoint.org](http://www.danapoint.org).

PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PERSONS WITH A DISABILITY WHO REQUIRE A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION IN ORDER TO PARTICIPATE IN A MEETING, INCLUDING AUXILIARY AIDS OR SERVICES, MAY REQUEST SUCH MODIFICATION OR ACCOMMODATION FROM THE CITY CLERK AT (949) 248-3500 (TELEPHONE) OR (949) 248-9920 (FACSIMILE). NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THE MEETING.

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**CITY OF DANA POINT, CALIFORNIA  
CITY COUNCIL REGULAR MEETING MINUTES  
MAY 6, 2008**

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**CALL TO ORDER****5:00 P.M.**

The Regular Meeting of the City Council of the City of Dana Point, California, was called to order by Mayor Bishop at 5:00 p.m. in the Dana Point City Council Chamber, 33282 Golden Lantern, Suite 210, Dana Point.

**ROLL CALL OF CITY COUNCIL MEMBERS:**

Joel Bishop, Mayor  
Lisa A. Bartlett, Mayor Pro Tem  
Lara Anderson, Council Member  
Diane L. Harkey, Council Member (arrived at 5:05 p.m.)  
Steven H. Weinberg, Council Member

STAFF PRESENT: Douglas Chotkevys, City Manager; Patrick Muñoz, City Attorney; Kathy Ward, City Clerk; Michael Killebrew, Administrative Services Director; Kyle Butterwick, Director of Community Development; Brad Fowler, Director of Public Works/City Engineer; Matthew Sinacori, City Engineer; Lt. Mark Levy, Chief of Police; Mike Rose, Emergency & Support Services Manager; Kevin Evans, Director of Community Services & Parks; Bobbi Ogan, Deputy City Clerk; Windy Robles, City Clerk Specialist; Lynn Kelly, Management Analyst; Christy Teague, Economic Development Manager; DyAnne Weamire, Administrative Secretary; and Jackie Littler, Executive Secretary.

**CLOSED SESSION**

City Attorney Muñoz indicated there was a need for a Closed Session as follows:

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION, Government Code § 54956.9 (b)(1) & (3)(A), (1 case)
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION, Government Code § 54956.9 (b)(1), (2 cases: Makar General Plan Amendment; Evans Brown Act Allegations)

Mayor Bishop recessed the meeting into a Closed Session at 5:01 p.m. pursuant to Government Code Section 54956 *et. seq.*

**RECONVENE CITY COUNCIL MEETING**

Mayor Bishop reconvened the meeting at 6:00 p.m. All Council Members were present.

**CLOSED SESSION ANNOUNCEMENT**

City Attorney Muñoz stated that there was no announcement.

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**CITY OF DANA POINT, CALIFORNIA  
CITY COUNCIL REGULAR MEETING MINUTES  
MAY 6, 2008**

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## **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Lou Penrose, District Director for Congressman John Campbell's Office.

## **INVOCATION**

The Invocation was provided by Father Steve Sallot of St. Edwards Catholic Church.

## **PRESENTATIONS AND PROCLAMATIONS**

### Business of the Month – Royal Cleaners:

Management Analyst Kelly provided a PowerPoint presentation. She reported the Park's took ownership of the cleaners in July of 2006. They provide cleaning services for items such as leather, wedding gowns, rugs, suede, and drapes. Royal Cleaners also offers same day service, alterations, and they have a hanger recycling program. Mayor Bishop presented a Certificate of Recognition to Chang Park, owner, for being named the Business of the Month.

### Certificates of Recognition for OCSD Medal of Valor Recipients

The City Council attended the Orange County Sheriff's Department Medal of Valor Award Ceremony on March 21<sup>st</sup>. The City of Dana Point is proud to have several recipients from the Dana Point Police Services that were honored. The honorees were awarded Medals of Honor for Lifesaving and Courage. Mayor Bishop called Acting Sheriff Jack Anderson up to the podium along with Captain Ron White, and Lieutenant Mark Levy. Lt. Levy along with Mayor Bishop presented Certificates of Recognition to Sergeant John Carpenter, Deputy Brett Gardner, Deputy Christopher Ledbetter, and Deputy Frank Smith for receiving the Medal of Honor for Courage for entering a burning apartment in February of 2007. Lt Levy along with Mayor Bishop presented a Certificate of Recognition to Deputy Craig Nelson for receiving the Medal of Honor for Lifesaving when in January of 2007 he responded to the home of a young woman who was unresponsive.

### Proclamation for OCFA Battalion Chief Steve Whitaker

Mayor Bishop presented a Proclamation to Battalion Chief Steve Whitaker. Battalion Chief Whitaker will be transferring to the City of Rancho Santa Margarita.

## **CONSENT CALENDAR**

Staff removed Item No. 12 and Mayor Pro Tem Bartlett removed Item No. 9 from the Consent Calendar.

IT WAS MOVED BY COUNCIL MEMBER ANDERSON, SECONDED BY MAYOR PRO TEM BARTLETT, THAT THE RECOMMENDATIONS BE ACCEPTED FOR ALL ITEMS LISTED ON THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM NO. 9 AND ITEM NO. 12.



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**CITY OF DANA POINT, CALIFORNIA  
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The motion carried by the following vote:

AYES: Council Members Anderson, Harkey, Weinberg, Mayor Pro Tem Bartlett and Mayor Bishop  
NOES: None  
ABSENT: None

**1. WAIVE THE READING OF ORDINANCES AND APPROVE READING BY TITLE ONLY**

APPROVED THE READING BY TITLE ONLY OF ALL ORDINANCES ON THE CONSENT CALENDAR AND THAT FURTHER READING OF SUCH ORDINANCES BE WAIVED.

**2. REGULAR MEETING MINUTES, APRIL 15, 2008**

APPROVED THE MINUTES.

**3. PLANNING COMMISSION MEETING MINUTES, APRIL 8, 2008**

RECEIVED AND FILED.

**4. PLANNING COMMISSION ACTIONS, MEETING OF APRIL 22, 2008**

RECEIVED AND FILED.

**5. MEETING CALENDAR / COMMUNITY SPECIAL EVENTS CALENDAR**

RECEIVED AND FILED.

**6. TRAFFIC IMPROVEMENT COMMISSION MINUTES, MARCH 19, 2008**

RECEIVED AND FILED.

**7. CITY TREASURER'S REPORT, MARCH 2008**

RECEIVED AND FILED THE CITY TREASURER'S REPORT FOR THE MONTH OF MARCH.

**8. CLAIMS AND DEMANDS**

RECEIVED AND FILED THE CLAIMS AND DEMANDS.

**9. EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER DOUGLAS C. CHOTKEVYS**

Mayor Pro Tem Bartlett removed this item from the Consent Calendar.

City Attorney Muñoz provided a staff report.

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**CITY OF DANA POINT, CALIFORNIA  
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Mayor Pro Tem Bartlett stated that after reviewing the agreement, she gave it some additional thought based on the economy at present. The City Manager position is an Executive Management position. It is an at-will type of agreement and to continue with the level of transparency that the Council indicated that it would do, she would like to discuss it a little further and then possibly propose a different motion than the recommended action. She would like to have the Council agree upon a percentage increase for the City Manager along with an incentive based performance bonus.

Mayor Bishop stated that there are three different ways to compensate a General Manager. One would be an annual raise, a bonus, and or a hybrid of the two. He said that members of the Council felt that the incentive of a bonus is something that they would like to look at this year. He said what did not work about the bonus was that it does not add to the retirement level. He felt they should use the base pay and then use the Consumer Price Index (CPI) to keep the City Manager in parity with inflation and then there is still the benefit of the bonus incentive. The bonus would be given after certain goals and objectives have been met.

Council Member Anderson stated that traditionally the Council has provided a percentage increase without any bonuses. She said that she is open to the idea of a bonus, but she is not a fan of it. She feels that someone should be doing their job for the sake of doing their job, not looking for a bonus. She stated that City Manager Chotkevys has done an excellent job and a scheduled compensation is fair rather than receiving a bonus based on arbitrary goals that have to be created every year in a performance evaluation. She stated that she would like to do the traditional percentage increase and do away with the bonus.

Council Member Harkey stated that she had brought up the idea of a bonus last year because the base was continually increasing. She felt that for the beach cities, the City Manager is on par with his salary. She felt that this year there is a problem because a CPI adjusted salary increase is something that most people in the private sector do not have. They receive a salary increase if they are lucky and right now a lot of people are being laid off as well as in the public sector. She felt that the City has to be very careful in what is done in personnel this year. She stated that there seems to be a possibility for a 13% pay increase as proposed. She felt that there should be a bonus in-lieu of an increase because to constantly up the base was not a great idea. She stated that she never wanted to support both of them so if they could pick one, she would be happy with that. She stated that she would support up to a 10% bonus and no increase or a straight percentage for an increase.

Council Member Anderson asked City Attorney Muñoz what the percentage would be to keep City Manager Chotkevys at the median level.

City Attorney Muñoz asked Director of Administrative Services Killebrew to assist him in finding that percentage.

Mayor Pro Tem Bartlett stated that she did not know of any other city that offers a cost of living increase for the City Manager.

Council Member Harkey stated that a CPI is unique and generally something a union employee would have in their contract.

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**CITY OF DANA POINT, CALIFORNIA  
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Council Member Weinberg reported that a cost of living increase plus a bonus are given in the private sector. He stated that the City Manager is their employee and they ought to give him measurable attributes and if he meets those attributes, he should receive a bonus. He feels that it is worth trying for a couple of years to see how it works. He added that the CPI is 3 ½ - 4% this year.

Mayor Bishop stated that he and Mayor Pro Tem Bartlett came up with goals and objectives. They did provide the City Manager with an annual review and the contract was the outcome of that review.

Council Member Anderson stated that she was waiting for some results before she makes a motion.

A motion was made by Council Member Weinberg for Item No. 9 as presented and seconded by Mayor Bishop.

There was no vote and discussion continued.

Council Member Anderson said that she would like to make another motion but she is waiting on information from staff.

Council Member Harkey stated that she had worked in business and that her position had a fixed base salary with a bonus incentive program. She said that in many industries the CPI adjustment is a performance evaluation increase. She feels that in this economy a potential 13% increase is not right regardless of how well the City is doing.

Mayor Bishop stated that no one was proposing a 13% increase.

Council Member Harkey replied that the document states a CPI and up to a 10% bonus.

City Attorney Muñoz stated that the median salary would be \$206,532 and that would require a 9% increase.

Council Member Harkey asked if the salary was including all benefits or if it was just the base salary.

City Attorney Muñoz replied that it was the base salary calculation only.

Council Member Harkey stated that they should re-examine the whole package.

Mayor Bishop proposed approving the contract as is with the exception of the CPI and suggested that he and Mayor Pro Tem Bartlett would come back to Council at the next meeting with the recommended raise or should they continue the item.

Mayor Pro Tem Bartlett felt that they should continue the item.

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Council Member Anderson stated that her motion would be to amend the contract with a salary increase of a percentage that would bring the City Manager to a median level amongst all City Managers. She asked if staff had that number.

City Manager Chotkevys replied that the survey did not include all of the City Managers in the County and comparable cities were used. He proposed a recess so Director of Administrative Services Killebrew could look at the numbers.

Council Member Weinberg stated that the City has the best employees and the City needs to pay them to keep them.

Mayor Bishop recessed the meeting at 6:42 p.m. and reconvened the meeting at 6:53 p.m.

City Attorney Muñoz stated that last years increase was 7% and the year before was 6%. A 6% increase this year would take the base salary to \$201,581, a 7% increase would be \$203,042, 8% would be \$205,384, and 9% would be \$207,286.

Council Member Anderson asked what percentage would take the salary to the median.

City Attorney Muñoz replied that a 9% increase would reach the median salary.

Council Member Harkey made a substitute motion to remove the CPI increase and bonus provision and go back to the regular compensation and proposed a 7% increase for this year.

This motion was seconded by Council Member Anderson.

Council Member Weinberg stated that the City Council was missing the opportunity to do something different and to incent the City Manager in a different way than in the past.

Mayor Bishop stated that the substitute motion was to accept the contract as amended minus the CPI and the bonus and provide a 7% raise.

**IT WAS MOVED BY COUNCIL MEMBER HARKEY, SECONDED BY COUNCIL MEMBER ANDERSON TO APPROVE THE EIGHTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER DELETING THE CPI AND BONUS INCENTIVE PROGRAM, AND PROVIDE A 7% INCREASE AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

The motion carried by the following vote:

AYES: Council Members Anderson, Weinberg, Harkey, Mayor Pro Tem Bartlett and Mayor Bishop  
NOES: None  
ABSTAIN: None

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**CITY OF DANA POINT, CALIFORNIA  
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**10. PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL STRUCTURAL PLAN REVIEW SERVICES**

AUTHORIZED THE CITY MANAGER TO CONTINUE THE PROFESSIONAL SERVICES AGREEMENT WITH WYNN ENGINEERING, INCORPORATED.

**11. ADOPTION OF RESOLUTION APPROVING FINAL TRACT MAP NO. 15924, THE REQUIRED LANDSCAPE AND MAINTENANCE AGREEMENT, AND THE ACCOMPANYING SUBDIVISION IMPROVEMENT AGREEMENT**

Adopted **Resolution 08-05-06-01** entitled:

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 15924, THE REQUIRED LANDSCAPE AND MAINTENANCE AGREEMENT, AND THE ACCOMPANYING SUBDIVISION IMPROVEMENT AGREEMENT.*

**12. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA ADDING ARTICLE 9 TO THE DANA POINT MUNICIPAL CODE INCLUDING SECTIONS 14.01.780 THROUGH 14.01.950, ENTITLED "CONSTRUCTION OF CABLE COMMUNICATIONS SYSTEMS"**

Staff removed this item from the Consent Calendar.

City Manager Chotkevys asked that this item be deferred until the next regular City Council meeting to allow staff to review correspondence that had been received earlier in the week.

**13. COUNTY PROPOSITION 1B TRANSPORTATION FUNDING**

AUTHORIZED THE MAYOR TO EXECUTE AN AGREEMENT AS REQUIRED BY OC PUBLIC WORKS TO RECEIVE \$500,000 IN PROPOSITION 1B FUNDING FROM THE COUNTY OF ORANGE BOARD OF SUPERVISORS FOR THE PCH WIDENING PROJECT AT DEL OBISPO.

**14. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, MODIFYING CHAPTER 12.14 OF THE DANA POINT MUNICIPAL CODE ADDRESSING NECESSARY CODE REVISIONS FOR PREFERENTIAL PARKING DISTRICTS CITYWIDE**

INTRODUCED FOR FIRST READING OF AN ORDINANCE ENTITLED:

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, MODIFYING CHAPTER 12.14 OF THE DANA POINT MUNICIPAL CODE ADDRESSING NECESSARY CODE REVISIONS FOR PREFERENTIAL PARKING DISTRICTS CITYWIDE.*

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**CITY OF DANA POINT, CALIFORNIA  
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**15. AUTHORIZATION TO PROCEED WITH STRIPING ADJUSTMENTS ON TWO ARTERIAL STREETS, NAMELY PACIFIC COAST HIGHWAY AND DOHENY PARK ROAD, PURSUANT TO SECTION 21950 OF THE CALIFORNIA VEHICLE CODE**

ACCEPTED THE DELETION/RELOCATION OF CROSSWALK IN THE EASTERLY LEG OF THE INTERSECTION AT PACIFIC COAST HIGHWAY (PCH) AND DEL OBISPO/DANA POINT HARBOR DRIVE PURSUANT TO CALIFORNIA VEHICLE CODE SECTION 21950 AND THE PREVIOUSLY CITY COUNCIL APPROVED PROJECT PLAN ENTITLED "PACIFIC COAST HIGHWAY CONGESTION RELIEF PROJECT"; ACCEPTED THE DELETION/RELOCATION OF THE CROSSWALK FROM THE EASTERLY LEG OF THE INTERSECTION AT PACIFIC COAST HIGHWAY (PCH) AND CRYSTAL LANTERN DRIVE TO THE WESTERLY LEG PURSUANT TO CALIFORNIA VEHICLE CODE SECTION 21950 AND THE PREVIOUSLY CITY COUNCIL APPROVED PROJECT PLAN ENTITLED "PACIFIC COAST HIGHWAY CONGESTION RELIEF PROJECT"; AND AUTHORIZED THE DELETION OF THE MID-BLOCK CROSSWALK IN THE SOUTHERLY LEG OF THE INTERSECTION AT DOHENY PARK ROAD AND DOMINGO AVENUE, WHICH OCCURRED IN 2007, PURSUANT TO CALIFORNIA VEHICLE CODE SECTION 21950.

**16. AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE NEXT PHASE OF CITY HALL RENOVATION**

AUTHORIZED STAFF TO ADVERTISE FOR BIDS FOR THE NEXT PHASE OF CITY HALL RENOVATION.

## **PUBLIC COMMENTS**

Robert Traphagen, Dana Point, spoke regarding a lawsuit that had been filed concerning the City of Irvine regarding the Brown Act. He also spoke about the closed sessions that the Dana Point City Council has had to discuss the Makar plan. He also made reference to an article in the Dana Point Times stating Makar's plan to build 150 homes.

Mayor Bishop invited Mr. Traphagen to meet with City staff to get some answers clarified.

City Manager Chotkevys added that the numbers presented by Mr. Traphagen were not provided by the developer. They were numbers that staff identified to ensure the credibility of the Negative Declaration.

Dr. James Seitz, Dana Point, spoke regarding correspondence from the City Attorney to the City Council and violations of the Brown Act.

Judy Rice, Laguna Hills and Hemet, spoke regarding the Mitigated Negative Declaration for the mobile home park property.

Ingrid McGuire, Dana Point, announced that the South Coast Water District would be having an open house at the new ground water recovery center on June 21 from 10:00 a.m. until 2:00 p.m.

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**CITY OF DANA POINT, CALIFORNIA  
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Karin Schnell, Dana Point, thanked the City Council for their support of the 2<sup>nd</sup> Annual Dana Point Arts Festival. She also thanked the staff as well as Police Services for helping make the festival a success.

## **PUBLIC HEARINGS**

There were no Public Hearings.

## **UNFINISHED BUSINESS**

### **17. STORAGE OF VEHICLES ON PUBLIC STREETS**

City Manager Chotkevys provided a staff report.

Council Member Weinberg stated that the Traffic Commission brought forward ideas to what they would like to see change in the code. He stated that the City should find out in few months if the problem has been solved or if we do need to modify the code. He stated that he would like to make a motion to receive and file.

Council Member Harkey stated that she was pleased that the City is using what it already has. She asked if citizens would be affected by the change in vehicle width from 90 inches to 80 inches wide and parking those vehicle on the street.

City Manager Chotkevys replied that in one particular situation, the party was now parking their work truck in their driveway.

Council Member Harkey asked if they can still store their vehicle on their driveway.

City Manager Chotkevys stated that was correct.

Council Member Harkey thanked the staff and the Council Subcommittee.

IT WAS MOVED BY COUNCIL MEMBER WEINBERG, SECONDED BY COUNCIL MEMBER HARKEY TO AUTHORIZE STAFF TO RECEIVE AND FILE THE REPORT ON THE TRAFFIC IMPROVEMENT COMMISSION'S ORDINANCE MODIFICATION RECOMMENDATION CONCERNING THE STORAGE OF VEHICLES ON PUBLIC STREETS.

The motion carried by the following vote:

AYES: Council Members Anderson, Harkey, Weinberg, Mayor Pro Tem Bartlett and Mayor Bishop  
NOES: None  
ABSENT: None

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**CITY OF DANA POINT, CALIFORNIA  
CITY COUNCIL REGULAR MEETING MINUTES  
MAY 6, 2008**

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**18. 2008 ABATEMENT PROGRAM, AUTHORIZATION TO ABATE WEEDS**

City Manager Chotkevys provided a staff report.

IT WAS MOVED BY COUNCIL MEMBER ANDERSON, SECONDED BY COUNCIL MEMBER HARKEY, TO ADOPT **RESOLUTION 08-05-06-02** ENTITLED:

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, HEARING NO OBJECTIONS AND PROCEEDING WITH WEED ABATEMENT.*

The motion carried by the following vote:

AYES: Council Members Anderson, Harkey, Weinberg, Mayor Pro Tem Bartlett, and Mayor Bishop  
NOES: None  
ABSENT: None

**NEW BUSINESS**

There were no New Business items.

**PUBLIC COMMENTS (Continued)**

There were no additional Public Comments.

**STAFF REPORTS**

City Manager Chotkevys spoke regarding the increase of graffiti in the City within the last four to five months. He stated that the City is out enforcing very aggressively. He reported that a couple of youths were caught spray painting in Sunset Park over the weekend. He asked the public to call City Hall if they see graffiti within the City. He complimented Police Services, Code Enforcement, and Public Works for doing an outstanding job.

**COUNCIL REPORTS, INCLUDING CITY RELATED MEETINGS ATTENDED**

Council Member Anderson reported the following:

- April 24<sup>th</sup> attended the State of the City luncheon.
- She attended the Teen Center groundbreaking ceremony for the Boys and Girls Club.
- Summer Recreation Guides are available.
- Summer programs available at the Boys and Girls Club.



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**CITY OF DANA POINT, CALIFORNIA  
CITY COUNCIL REGULAR MEETING MINUTES  
MAY 6, 2008**

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Mayor Pro Tem Bartlett reported that she had attended the following:

- State of the City luncheon.
- Teen Center groundbreaking ceremony.

She also stated that the Ocean Institute has summer programs available for children.

Mayor Pro Tem Bartlett submitted other meetings that she attended and upcoming events in writing to the City Clerk (attached as [Exhibit 1](#)).

Council Member Weinberg reported that Mike Rose set up a tour for him at the San Onofre Nuclear Generating Station (SONGS).

Council Member Harkey reported the following:

- The Capistrano Valley Symphony is starting their concert series at the Mission on May 10<sup>th</sup>.
- She spoke with the City of Orange about their ordinance in regards to loitering.
- She gave a speech for the Orange County Board of Realtors on May 5<sup>th</sup>. She discussed the state budget and the economy.
- She attended the South Coast Hospital fashion show on April 25<sup>th</sup>.
- She also attended the State of the City luncheon.

Mayor Bishop read the following statement:

“The City of Dana Point will be teaming up with CR&R to host a Cleanup Day on Saturday, May 10, 2008 from 7:30 a.m. to 2:30 p.m. at Dana Hills High School and Palisades Elementary School. Bulky items such as large appliances, furniture, televisions, computers, printers, fax machines, copiers, green waste, and other large items will be accepted for FREE by the City’s waste hauler CR&R. For the first time, CR&R will also collect florescent light tubes and household batteries at the event. The Goodwill Industries will also be available to accept donated items and paper shredders will be available for residents who want to shred important documents. Household Hazardous Waste such as paint, motor oil, and fertilizers will not be accepted. Over fifty percent of the items collected at these events are recycled, so do your part and bring those items that have been taking up too much space in your garage and yard. For more information, call the City at (949) 248-3571.”

Mayor Bishop reported that he had attended the following:

- Boys and Girls Club Teen Center groundbreaking ceremony.
- State of the City.
- Lord of the Strings concert.
- Wag-a-thon.
- South Coast Hospital fashion show.
- Donate Life where La Plaza Center was all in purple.
- Southern California Association of Governments (SCAG) orientation.
- Toured Santa Ana jail.

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**CITY OF DANA POINT, CALIFORNIA  
CITY COUNCIL REGULAR MEETING MINUTES  
MAY 6, 2008**

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- Office hours.
- Dana Point Arts Festival.
- Upcoming event: June 2<sup>nd</sup>, Charity Golf Tournament.

## **ADJOURNMENT**

There being no further business before the City Council at this session, Mayor Bishop declared the meeting adjourned at 7:31 p.m. and announced that the next Regular Meeting of the City Council will be May 20, 2008, at 5:00 p.m. in the City Council Chamber located at 33282 Golden Lantern, Suite 210, Dana Point, California.

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CITY OF DANA POINT, CALIFORNIA  
CITY COUNCIL REGULAR MEETING MINUTES  
MAY 6, 2008

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**EXHIBIT 1**

5/6/08

**Council Comments from Mayor Pro Tem Bartlett:**

Since our last meeting, I attended the following:

- Several TCA Board Meetings
- April 19th- Earth Day at La Plaza and attended the opening ceremony for the DP Relay for Life in Lantern Bay Park.
- April 20th- Attended the closing ceremony for DP Relay for Life
- April 24th- Attended the State of the City luncheon and also the Boys and Girls Club Teen Center Groundbreaking
- April 26th- Attended the Monarch Beach Sunrise Rotary annual children's fundraiser
- May 6<sup>th</sup>- Attended the Orange County Board of Supervisors meeting in Santa Ana
- Upcoming events:
  - May 16- Ribbon cutting ceremony at Greelfield Communications on Violet Lantern- 12 Noon
  - May 17<sup>th</sup> and 18th – Doheny Blues Festival in DP Harbor.
  - May 17<sup>th</sup> - 5<sup>th</sup> Marine Regiment Appreciation Dinner

**CITY OF DANA POINT  
PLANNING COMMISSION  
REGULAR MEETING MINUTES**

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April 22, 2008  
7:00 – 7:53 p.m.

City Hall Offices  
Council Chamber (#210)  
33282 Golden Lantern  
Dana Point, CA 92629

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**CALL TO ORDER** – Chairman Denton called the meeting to order.

**PLEDGE OF ALLEGIANCE** – Commissioner Schoeffel led the Pledge of Allegiance.

**ROLL CALL**

Commissioners Present: Vice-Chairwoman Michelle Brough, Commissioner Ed Conway, Alternate Commissioner Michael Dec, Chairman Norman Denton, and Commissioner J. Scott Schoeffel

Commissioner Absent: Commissioner Liz Anderson Fitzgerald

Staff Present: Kyle Butterwick (Director of Community Development), John Tilton (City Architect/Planning Manager), Jennifer Farrell (Assistant City Attorney), Evan Langan (Associate Planner), Matthew Schneider (Associate Planner), Saima Qureshy (Senior Planner), and Denise Jacobo (Planning Secretary)

**A. APPROVAL OF MINUTES**

**ITEM 1:** Minutes of the regular Planning Commission Meeting of April 8, 2008.

**ACTION:** Motion made (Conway) and seconded (Brough) to approve the Minutes of the regular Planning Commission Meeting of April 8, 2008.  
Motion carried 5-0. (AYES: Brough, Conway, Dec, Denton, Schoeffel  
NOES: None ABSENT: None ABSTAIN: None)

**B. PUBLIC COMMENTS**

John Chaffetz (Dana Point) commended the Anaheim Ducks organization for a great season.

**C. CONSENT CALENDAR**

There were no items on the Consent Calendar.

**D. PUBLIC HEARINGS****ITEM 2: Coastal Development Permit CDP07-23 to allow the demolition of an existing single-family residence; and the construction of a new, two-story, 5,177 square foot single-family residence at 327 Monarch Bay Drive.**

Applicant/ Ben Stevens (Andrade Architects)  
Owner: Leonard Shulman  
Location: 327 Monarch Bay Drive (APN 670-151-35)

Request: Request for Coastal Development Permit CDP07-23 to allow the demolition of an existing single-family residence; and the construction of a new, two-story, 5,177 square foot single-family residence at 327 Monarch Bay Drive. Per adopted City Zoning Maps, the subject property is zoned as Residential Single-Family 4 (RSF-4), located within the Monarch Bay Homeowners Association, the Coastal Overlay District as well as the appeal jurisdiction of the California Coastal Commission.

Environmental: Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the Community Development Department has analyzed the subject project. Staff finds the project is Categorically Exempt per Section 15303 (a) (Class 3 – New Construction or Conversion of Small Structures).

Recommendation: Adopt Planning Commission Resolution 08-04-22-xx, approving Coastal Development Permit CDP07-23 for the referenced scope of work.

**Evan Langan** (Associate Planner) presented the staff report.

**There being no requests to speak on this item, Chairman Denton opened and closed the Public Hearing.**

**Commissioner Conway** stated that it was beautiful project and he supports it.

**Chairwoman Brough** asked to verify if the staff report's measurements included the garage with the total square footage of the home.

**Chairman Denton** clarified that the total square footage of the home does include the garage.

**ACTION:** Motion made (Conway) and seconded (Dec) to adopt Resolution No. 08-04-22-10 approving Coastal Development Permit CDP07-23. Motion carried 5-0. (AYES: Brough, Conway, Dec, Denton, Schoeffel NOES: None ABSENT: None ABSTAIN: None)

**ITEM 3:** Coastal Development Permit (CDP07-13), Minor Site Development Permit (SDP07-18M) and Minor Conditional Use Permit (CUP07-11M) to allow a new two-story, 4,773 square foot, single-family residence with an attached 426 square foot garage and 384 square foot granny flat on a sloping lot in the Coastal Overlay Zone. The subject site is located in the Residential Single-Family (RSF 7) zoning district at 34152 Chula Vista.

Applicant/ Jon Green  
Owner: John Sullivan  
Location: 34152 Chula Vista; APN: 682-245-15

Request: A Coastal Development Permit, Minor Site Development Permit and Minor Conditional Use Permit to construct a new two-story, 4,773 square foot, single-family residence with an attached 426 square foot garage and detached 384 square foot granny flat on a sloping lot in the Coastal Overlay Zone. Retaining walls up to a maximum of 8-feet in height are also being proposed along the side and rear property lines; a Minor Site Development Permit and Minor Conditional Use Permit are requested for these walls.

Environmental: The proposed project qualifies as a Class 3 and Class 5 (Section 15303 & 15305) pursuant to the applicable provisions of the California Environmental Quality Act (CEQA) in that the project involves the construction of a single-family residence not in conjunction with the building of two or more such units and associated retaining walls and that the request will not result in the creation of any new parcel.

Recommendation: That the Planning Commission approve the attached draft resolution approving Coastal Development Permit CDP07-13, Site Development Permit SDP07-18(M) and Minor Conditional Use Permit CUP07-11(M).

**Matthew Schneider** (Associate Planner) presented the staff report.

**Chairman Denton opened the Public Hearing.**

**Jon Green** (Architect) stated he was available to answer any questions.

**Chairman Denton closed the Public Hearing.**

**Commissioner Schoeffel** stated that the project was a fine design in an area with creative designs and public controversy. He added that he supports the project because it accommodates many concerns.

**Commissioner Dec** concurred with Commissioner Schoeffel's statements.

**Commissioner Conway** stated that it's a great project, and he would like the neighbors and the developer to work out the landscaping plan.

**Chairman Denton** added that the project is sensitive to issues related to views. He felt that the homeowners and neighbors should work together to assure being a good neighbor and allowing tree's to grow at a height that preserves views.

**ACTION:** **Motion made (Schoeffel) and seconded (Dec) to adopt Resolution No. 08-04-22-11 approving Coastal Development Permit CDP07-13, Minor Site Development Permit SDP07-18M, and Minor Conditional Use Permit CUP07-11M. Motion carried 5-0. (AYES: Brough, Conway, Dec, Denton, Schoeffel NOES: None ABSENT: None ABSTAIN: None)**

**ITEM 4:** **Zoning Code Update Program – Zone Text Amendment ZTA08-0003.**

Applicant/

Owner: City of Dana Point – Community Development Department

Location: Citywide

Request: Request for Zone Text Amendment ZTA08-0003 to update Chapter 9.63 – “Nonconforming Uses and Structures” and Chapter 9.61 – “Administration of Zoning”.

Environmental: The proposed project is found not to have a significant effect on the environment and is therefore exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15305, Class 5 – Minor Alterations in Land Use Limitations. The proposed project involves minor amendments to the Zoning Ordinance.

Recommendation: That the Planning Commission approve the attached draft Resolution, recommending approval and adoption of the proposed Zone Text Amendment to the City Council.

**Saima Qureshy** (Senior Planner) reviewed the staff recommendation and provided details of the staff report for the Commissioners' consideration.

**There being no requests to speak on this item, Chairman Denton opened and closed the Public Hearing.**

**Vice-Chairwoman Brough** thanked the Staff for their work on the Zoning update, because it is making jobs easier for the property homeowner.

**ACTION:** Motion made (Brough) and seconded (Schoeffel) to adopt Resolution No. 08-04-22-12 recommending the City Council approve Zone Text Amendment (ZTA08-0003) revising the City of Dana Point Zoning Ordinance to update Chapter 9.63 – Nonconforming Uses and Structures, and Chapter 9.61 – Administration of Zoning and to include the addendum to the staff report Zone Text Amendment (ZTA08-0003). Motion carried 5-0. (AYES: Brough, Conway, Dec, Denton, Schoeffel NOES: None ABSENT: None ABSTAIN: None)

**E. NEW BUSINESS**

There were no New Business items.

**F. STAFF REPORTS**

**Kyle Butterwick** (Director) gave an update on several City issues and projects:

- Last week, the City modified the Housing Element to the State.
- The California Coastal Commission staff has reviewed the Headlands Commercial site, and they have closely looked at the hostel and its design.
- Dana Point's Town Center plan is up for final approval by the California Coastal Commission on May 8, 2008 in Marina del Rey. There were a series of suggested modifications to the staff report, and we are close to negotiating a win-win situation.
- The Coastal Commission will also consider whether developers of the Headlands project can remove Mid-Strand Vista Park Stairway, an access point to Strands Beach. There could be some debate for this proposal.

**G. COMMISSIONER COMMENTS**

**Commissioner Conway** commended the staff for their work on revising the Zoning Ordinance making it reasonable and useful. He welcomed Jennifer Farrell (Assistant City Attorney) to her first meeting. He added that he will keep his fingers crossed for the May 8<sup>th</sup> Coastal Commission meeting.

**Vice-Chairwoman Brough** reiterated Commissioner Conway's comments and she welcomed Jennifer Farrell.



**Chairman Denton** commended the staff for their work on the evenings' project; he gave his best of luck for the May 8<sup>th</sup> Coastal Commission meeting, and he stated that it is a crucial date for Dana Point's future.

**Commissioner Schoeffel** expressed how nice to have the Chairman back in the Chair. He added that in the month of May, there are many events in town e.g., the Bicycle Race, the Blues Festival; he also added that the City starts to light up right before Memorial Day.

#### H. ADJOURNMENT

**Chairman Denton** adjourned the meeting to the *next regular* meeting of the Planning Commission held on Tuesday, May 13, 2008, beginning at 7:00 p.m. (or as soon thereafter) in the Council Chamber located at 33282 Golden Lantern, Suite 210, Dana Point, California.

**The meeting adjourned at 7:53 p.m.**

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Norman Denton, Chairman  
Planning Commission

**CITY OF DANA POINT  
PLANNING COMMISSION  
REGULAR MEETING ACTION AGENDA**

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May 13, 2008  
7:00 – 8:27 p.m.

City Hall Offices  
Council Chamber (#210)  
33282 Golden Lantern  
Dana Point, CA 92629

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**CALL TO ORDER** – Chairman Denton called the meeting to order.

**PLEDGE OF ALLEGIANCE** – Commissioner Fitzgerald led the Pledge of Allegiance.

**ROLL CALL**

**Commissioners Present:** Vice-Chairwoman Michelle Brough, Commissioner Ed Conway, Alternate Commissioner Michael Dec, Chairman Norman Denton, Commissioner Liz Anderson Fitzgerald, and Commissioner J. Scott Schoeffel

**Staff Present:** Kyle Butterwick (Director of Community Development), John Tilton (City Architect/Planning Manager), Todd Litfin (Assistant City Attorney), Matthew Schneider (Associate Planner), Mark Sutton (Building Official), and Denise Jacobo (Planning Secretary)

**A. APPROVAL OF MINUTES**

**ITEM 1:** **Minutes of the regular Planning Commission Meeting of April 22, 2008.**

**ACTION:** **Motion made (Brough) and seconded (Conway) to approve the Minutes of the regular Planning Commission Meeting of April 22, 2008. Motion carried 4-0-1. (AYES: Brough, Conway, Denton, Schoeffel NOES: None ABSENT: None ABSTAIN: Fitzgerald)**

**B. PUBLIC COMMENTS**

There were no Public Comments.

**C. CONSENT CALENDAR**

There were no items on the Consent Calendar.

**D. PUBLIC HEARINGS**

**ITEM 2:** A tentative parcel map and conditional use permit to allow the conversion of an approved duplex into a two unit condominium. The property is located in the residential duplex (RD 14) zone and is addressed as 26421 Via California.

Applicant: Michael Spraker  
Owners: Esone LLC  
Location: 26421 Via California (A.P.N. #123-142-03)

Request: Approval of Tentative Parcel Map TPM2007-113 and Conditional Use Permit CUP08-002 to allow the conversion of an approved duplex into a two unit condominium.

Environmental: This project is categorically exempt (Class 3 - Section 15303 - New Construction or Conversion of Small Structures) from the provisions of the California Environmental Quality Act (CEQA) because it consists of the construction of two new attached residential units. The proposed condominium map is categorically exempt (Class 15 - Section 15315 - Minor Land Divisions) because it will result in the division of property in an urbanized area zoned for residential use which will result in fewer than 4 parcels, it is consistent with the General Plan and zoning, no variances or exceptions are required, all services to the parcel to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent.

Recommendation: That the Planning Commission adopt the attached Draft Resolution approving Tentative Parcel Map TPM2007-113 and Conditional Use Permit CUP08-002.

There were no requests to speak on this item.

**ACTION:** Motion made (Schoeffel) and seconded (Fitzgerald) to adopt Resolution No. 08-05-13-13 approving Tentative Parcel Map TPM2007-113, Conditional Use Permit CUP08-002. Motion carried 5-0. (AYES: Brough, Conway, Denton, Fitzgerald, Schoeffel NOES: None ABSENT: None ABSTAIN: None)

**E. NEW BUSINESS**

**ITEM 3:** A review of recent updates to the California Building Code and Americans with Disabilities Act.

Recommendation: That the Planning Commission receive a presentation from the City's Building Official, Mark Sutton, regarding recent updates to California Building Codes and the Americans with Disabilities Act (ADA).

#### F. STAFF REPORTS

**Kyle Butterwick** (Director) gave an update on several City issues and projects.

**Chairman Denton** congratulated Kyle Butterwick, Director, and staff for their work on the Town Center. He also stated that the City has a lot to face ahead.

#### G. COMMISSIONER COMMENTS

**Commissioner Schoeffel** reported the upcoming Blues Festival event in May; and the Grand Prix Race in June. He encouraged everyone to kick off the summer with a great start and attend these City activities.

**Commissioner Fitzgerald** gave a special thank you on the Town Center to Chairman Denton and Commissioner Schoeffel, who served on the Planning Commission during the year under initial review; she congratulated them for their votes and approval.

**Vice-Chairwoman Brough** thanked staff for their great work on the Town Center. She also thanked Mark Sutton, City Building Official, for his nice presentation, and noted that it was very informative. She reminded everyone to join the exciting City events.

**Commissioner Conway** also thanked staff for the success on the Town Center. He also thanked Mark Sutton for his presentation.

#### H. ADJOURNMENT

**Chairman Denton** adjourned the meeting to the *next regular* meeting of the Planning Commission held on Tuesday, May 27, 2008, beginning at 7:00 p.m. (or as soon thereafter) in the Council Chamber located at 33282 Golden Lantern, Suite 210, Dana Point, California.

**The meeting adjourned at 8:27 p.m.**

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**CITY OF DANA POINT  
CHARITABLE GRANT SUBCOMMITTEE  
ACTION MINUTES**

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Wednesday, April 30, 2008  
1:30 p.m.

City Hall Offices  
Council Chambers, Suite 210  
33282 Golden Lantern  
Dana Point, CA 92629

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**CALL TO ORDER**

The meeting was called to order at 1:33 p.m.

**ROLL CALL**          Judy Davison, Gwen Drenick, and Nancy Jenkins

All Subcommittee members were present.

**1.    INTRODUCTION / SELECTION OF CHAIR**

It was moved by Subcommittee Member Jenkins, seconded by Subcommittee Member Davison to nominate Subcommittee Member Drenick as Chair for this meeting.   Vote= 3 - 0

**2.    PUBLIC COMMENTS**

There were no Public Comments.

**3.    NEW BUSINESS**

A.    Charitable Grant Application Interviews:

R. H. Dana Elementary School Booster Club	1:45 p.m.
Charities Best of South Orange County	2:00 p.m.
Beach Cities YMCA	2:15 p.m.
Soroptimist International of Capistrano Bay	2:30 p.m.
Assistance League of Capistrano Valley	2:45 p.m.
South O. C. School of the Arts (SOCSA)	3:00 p.m.
Dana Point Earth/Ocean Society	3:15 p.m.
Dana Point Coastal Arts	3:30 p.m.
Toby's House	3:45 p.m.
Community House, Inc.	4:00 p.m.
GFWC Dana Point Woman's Club	4:15 p.m.

The Subcommittee interviewed each organization (presentation, plus question and answer session).

**CITY OF DANA POINT  
CHARITABLE GRANT SUBCOMMITTEE  
ACTION MINUTES**

April 30, 2008  
1:30 p.m.

PAGE 2

B. Charitable Grant Recommendations for Funding

Per City Council Policy 116, \$25,000 can be awarded for each filing window. However, if there are remaining funds from the first funding cycle in the fiscal year (October 2007), that amount would be carried over to the next filing window. The remaining funds from October 2007 of \$8,100 was carried over to this filing window for a total of \$33,100. The total requested for this filing was \$48,999.49.

Following the interviews, the Subcommittee carefully followed the criteria listed in Policy 116 and awarded grant funding as follows:

R. H. Dana Elementary School Booster Club	\$ 5,700
Charities Best of South Orange County	\$ 2,550
Beach Cities YMCA	\$ 2,500
Soroptimist International of Capistrano Bay	\$ 3,000
Assistance League of Capistrano Valley	\$ 2,850
South O. C. School of the Arts (SOCSA)	\$ 2,500
Dana Point Earth/Ocean Society	\$ 3,500
Dana Point Coastal Arts	\$ 1,000
Toby's House	\$ 5,000
Community House, Inc.	\$ 1,500
GFWC Dana Point Woman's Club	<u>\$ 3,000</u>
Total Awarded for Second Filing Cycle	\$33,100

It was moved by Subcommittee Member Jenkins, seconded by Subcommittee Member Drenick to approve the Charitable Grants as noted above. Vote = 3 – 0

The Subcommittee asked to meet again soon to discuss possible changes to the current policy/application.

**4. STAFF REPORTS**

There were no staff reports.

**5. SUBCOMMITTEE COMMENTS**

There were no Subcommittee comments.

**ADJOURNMENT**

The meeting was adjourned at 5:31 p.m.

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**CITY OF DANA POINT, CALIFORNIA  
YOUTH BOARD REGULAR MEETING MINUTES  
April 17, 2008**

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**CALL TO ORDER**

The Regular Meeting of the Youth Board of the City of Dana Point, California, was called to order by Board Member Spaur at 4:00 p.m. in the City of Dana Point , 33282 Golden Lantern, Dana Point.

**ROLL CALL**

PRESENT:

Courtney Barrett  
Corey Clippinger  
Kaylie Fernald  
Jonathan Gossett  
David Heredia  
Jennifer Kupferman  
Kristina Spaur

ABSENT:

Alexandra de Peyster  
Morgan Miyazono  
Matthew Myers

STAFF PRESENT: Jennifer Anderson

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Board Member Spaur

**PUBLIC COMMENTS**

None

**CONSENT CALENDAR**

1. Regular Meeting Minutes – None

**UNFINISHED BUSINESS**

There was no unfinished business

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**CITY OF DANA POINT, CALIFORNIA  
YOUTH BOARD REGULAR MEETING MINUTES  
April 17, 2008**

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**DISCUSSION ITEMS:**

1. Earth Day: Saturday, April 19, 2008:

The Youth Board has been assigned to report to the Puerto Place parking lot in the Harbor and will work west to the Embarcadero. The Coast Guard Auxiliary will greet all clean up volunteers in the parking lot with gloves, bags and T-shirts at 9:30 a.m. Upon completion of the clean up activities, the Youth Board members will meet the City's Water Quality Engineer at La Plaza Park to work at the Water Quality booth and to distribute the Youth Board giveaway items to all clean up participants.

2. Dana Point Arts Festival: Sunday, May 4, 2008:

The Youth Board has been requested to participate in the Dana Point Arts Festival to take place on Sunday, May 2, 2008. The Youth Board will assist with set up of the Festival as well as working at the Hands-On Arts Activity Table to assist with a variety of art projects. Art Festival flyers were distributed to all Youth Board members to check their calendars and report back with a confirmation of participation prior to the next Youth Board meeting.

3. Dana Point Grand Prix: Sunday, June 1, 2008:

The Youth Board discussed this upcoming volunteer event and the volunteer role the Youth Board will serve at the Grand Prix. Staff Advisor Anderson shared with the Youth Board that tentatively, the Youth Board will serve as greeters to Grand Prix participants at three separate points of entry along the cycling route. The Youth Board will also serve as litter patrol along the cycling route throughout the afternoon of the Grand Prix. To date, all Youth Board members present at the April 17, 2008 meeting are able to participate as volunteers, along with Staff Advisor Anderson, on Grand Prix day.

4. Youth Board Recruitment: 2008-2009

Staff Advisor Anderson shared that the recruitment for the 2008-2009 Youth Board will begin during the week of April 21, 2008 and will continue through Friday, June 20, 2008. Recruitment flyers will be advertised in two local newspapers (Dana Point News and Dana Point Times) and applications will be available at the City Clerk's office or may be downloaded from the City's webpage. Additionally, Youth Board applications will be mailed to local high schools.



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**CITY OF DANA POINT, CALIFORNIA  
YOUTH BOARD REGULAR MEETING MINUTES  
April 17, 2008**

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**LIAISON REPORTS:****STAFF COMMENTS:**

None

**BOARD COMMENTS:**

None

**BOARD REPORTS:**

The Youth Board may discuss and act upon matters described under Board Reports; however, items which are not described will be limited to Board reports, announcements or requests for clarification, or factual information, or to placement of matters on the Agenda for a future meeting.

**A. BOARD MEMBER BARRETT**

Pass

**B. BOARD MEMBER CLIPPINGER**

Had a great time at the Easter Egg Hunt at Sea Canyon Park

**C. BOARD MEMBER FERNALD**

Pass

**D. BOARD MEMBER GOSSETT**

The Easter Egg Hunt was a lot of fun and was very happy to have been able to participate.

**E. BOARD MEMBER HEREDIA**

Pass

**F. BOARD MEMBER KUPFERMAN**

Pass

**G. BOARD MEMBER MYERS**

Absent

**H. BOARD MEMBER SPAUR**

Pass

**I. VICE-CHAIRPERSON DE PEYSTER**

Absent

**CITY OF DANA POINT, CALIFORNIA  
YOUTH BOARD REGULAR MEETING MINUTES  
April 17, 2008**

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- J. CHAIRPERSON MIYAZONO**  
Absent

**ADJOURNMENT**

There being no further business before the Youth Board at this session, the meeting adjourned at 4:40 p.m.

The next Regular Meeting of the Youth Board will be Thursday, May 1, 2008 at 4:00 p.m. in the Council Chambers, located at 33282 Golden Lantern, Dana Point, California.

APPROVED: May 1, 2008

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**CITY OF DANA POINT  
OCEAN WATER QUALITY SUBCOMMITTEE  
APPROVED ACTION MINUTES**

Tuesday, March 11, 2008  
3:00 – 5:00 p.m.

City Hall Offices  
Council Chambers  
33282 Golden Lantern  
Dana Point, CA 92629

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**CALL TO ORDER:** The meeting was called to order at 3:13 by Wayne Rayfield.

**ROLL CALL**            **Council Member Joel Bishop, Wayne Rayfield, Michael Kelly,  
Dick Dietmeier, Brad Fowler, Nyle Schafhauser.**

Joel Bishop was absent.

Other attendees included: Joe McDivitt (SCWD), Emanuel Patrascu, Gail Alviar.

**A.    APPROVAL OF ACTION MINUTES**

Action minutes of 1/8/07 and the special joint meeting of 2/6/08 were approved.

**B.    PUBLIC COMMENTS**

Any person wishing to address the Subcommittee during the Public Comments section or on an Agenda item is asked to complete a "Request to Speak" form. The completed form is to be submitted to City staff prior to the Agenda item being called and discussed.

In order to conduct a timely meeting, there will be a three-minute limit per person for the Public Comments portion of the Agenda. State law prohibits the Subcommittee from taking action on a specific item unless it appears on the posted Agenda.

If anyone has handouts to distribute to the Subcommittee, please follow proper procedure and hand them to the City staff. The City staff will see that they are distributed.

**C.    CONSENT CALENDAR**

There were no items on the Consent Calendar.

**CITY OF DANA POINT  
OCEAN WATER QUALITY SUBCOMMITTEE  
APPROVED ACTION MINUTES**

March 11, 2008  
3:00 p.m.- 5:00 p.m.

PAGE 2

**D. PUBLIC HEARINGS**

There were no Public Hearings.

**E. PUBLIC MEETINGS**

There were no Public Meetings.

**F. OLD BUSINESS**

**ITEM 2: Update – Sea Terrace Park/Salt Creek Recycling – Joe McDivitt**

Joe McDivitt provided an update on Sea Terrace Park. The Subcommittee requested that at the next meeting they would like the status of the recycling project planning for Salt Creek.

**ITEM 3: AB 1881 – Water Conservation In Landscaping Ordinance – Joe Berg, MWDOC**

Joe Berg provided a presentation regarding the upcoming Ordinance. On March 27<sup>th</sup>, DWR will have a public hearing regarding the Ordinance with close of comments on the same day. The Subcommittee directed SCWD & City staff to look through the draft Ordinance together and provide comments.

**ITEM 4: Update on epidemiology Study – Ken Schiff, SCCWRP**

Ken Schiff provided a presentation of the findings. Doheny State Beach was one of three beaches studied over the summer (Malibu State Beach and Avalon were the other two). Bottom line was that Doheny, although one of California's most posted beaches, seldom exceeded standards and was "really clean". The source of contamination is anticipated to be non-human fecal (from wildlife). Subcommittee members requested a hard copy or electronic copy of Ken's presentation of findings, the job descriptions for the Mobile Lab summer positions and his contact info.

**G. NEW BUSINESS**

**ITEM 5: Potential Resource for Volunteer Tide Pool Stewards - Nyle**

Due to time constraints, this item was moved to the next meeting's Agenda.

**CITY OF DANA POINT  
OCEAN WATER QUALITY SUBCOMMITTEE  
APPROVED ACTION MINUTES**

March 11, 2008  
3:00 p.m.- 5:00 p.m.

PAGE 3

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**H. STAFF REPORTS****ITEM 6: NPDES Permit Update/Draft Baby Beach TMDL out for review**

Information provided. The NPDES Permit was not adopted on February 13, 2008 as anticipated by both the co-permittees and SDRWQCB. EPA indicated that it did not support adoption of the Permit at this time. The Board staff was directed to rewrite the Permit and bring it back to the Board anywhere from 6-12 months from now.

Another bacteria TMDL program is out for public comment for Baby Beach. Comments are due on April 3, 2008 and a Public Hearing is scheduled for April 9. This hearing is only to hear comments and not to take action so it will not be adopted on that date. The City in coordination with the County will be providing comments.

**ITEM 7: Legislative Update**

Due to time constraints, this item was moved to the next meeting's Agenda.

**ITEM 8: Outreach Events/Activities**

- March 1 & 2 – partner with SCWD at Street Faire – Pledge Cards
- March 9 – Ocean Awareness Day – partner with OC – enviroscape, pledge cards, kid activities (SCWD also has booth)
- Earth Day – April 19, partner with DP Earth Ocean Society for clean up and activities at La Plaza Park, 9-12.

No presentation – for information only.

**I. MEMBER COMMENTS**

No member comments.

**J. ADJOURNMENT**

The *next* meeting of the Ocean Water Improvement Subcommittee is scheduled for April 8, 2008 at the City Hall Admin Conference Room.

The meeting adjourned at 5:08 pm.



# City of Dana Point Community Calendar and Meeting Schedule

May 2008						
S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

**May 20th, 2008 (Tue) 6:00 PM**

**City Council Meeting**  
 City Council Meeting  
 Dana Point City Hall - Council Chambers  
 33282 Golden Lantern  
 949-248-3501

**May 21st, 2008 (Wed) 3:00 PM**

**Traffic Improvement Commission Meeting**  
 Location:  
 Dana Point City Hall - Council Chambers  
 33282 Golden Lantern  
 For info call (949) 248-3501

**May 24th, 2008 (Sat) -- May 25th, 2008 (Sun)**

**Dana Point Fine Arts Show**  
 Additional Information:  
[www.danapointfinearts.org](http://www.danapointfinearts.org)

**May 24th, 2008 (Sat) 9:00 AM - 1:00 PM**

**Farmer's Market**  
 La Plaza Center  
 For info. call (909) 229-3329

**May 26th, 2008 (Mon)**

**Memorial Day**  
 City offices closed

**May 27th, 2008 (Tue) 7:00 PM**

**Dana Point Planning Commission Meeting**  
 Planning Commission Meeting  
 Dana Point City Hall  
 For info call (949) 248-3564  
 7:00

**May 31st, 2008 (Sat) 9:00 AM - 1:00 PM**

**Farmer's Market**  
 La Plaza Center  
 For info. call (909) 229-3329

# CITY OF DANA POINT

## REGISTER OF DEMANDS

	EXPENSES	PREPAIDS	TOTAL
GENERAL FUND	\$457,149.97	\$111,355.12	\$568,505.09
TRUST/AGENCY FUND	35,486.00	702.49	36,188.49
CAPITAL IMPROVEMENTS FUND	162,101.70	922.00	163,023.70
SUPP. LAW ENFORCEMENT SER.	0.00	300.46	300.46
LOCAL LAW ENF. BLOCK GRANT	0.00	0.00	0.00
AB2766 FUND	0.00	0.00	0.00
PARK DEVELOPMENT	0.00	0.00	0.00
FACILITIES IMPROVEMENT FUND	0.00	0.00	0.00
<b>TOTAL</b>	<b>\$654,737.67</b>	<b>\$113,280.07</b>	<b>\$768,017.74</b>

CHECKS: 65748 through 65938

Received and filed by the City Council at its Regular Meeting on May 20, 2008.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor

The following demands will be held pending approval by appropriate departments:

None

Agenda Item No. 9  
*May 20, 2008* ①

**LEGEND**

**THE REGISTER OF DEMANDS INCLUDES CODING TO IDENTIFY THE DEPARTMENT THAT IS GENERATING EACH CHECK. EACH CODE WILL APPEAR UNDER THE DESCRIPTION COLUMN. A LIST OF CODES AND THE CORRESPONDING DEPARTMENTS FOLLOWS.**

**BL - 42 BUILDING  
CA - 71 CITY ATTORNEY  
CC - 01 CITY COUNCIL  
CE - 43 CODE ENFORCEMENT  
CD - 41 COMMUNITY DEVELOPMENT  
CK - 31 CITY CLERK  
CM - 11 CITY MANAGER  
CS - 81 COMMUNITY SERVICES  
ED - 44 ECONOMIC DEVELOPMENT  
EM - 12 EMERGENCY SERVICES  
ES - 56 ENGINEERING SERVICES  
FA - 21 ADMINISTRATIVE SERVICES  
FC - 95 FACILITIES  
ND - 99 NON-DEPARTMENTAL  
PA - 55 PARKS  
PS - 61 POLICE SERVICES  
PW - 51 PUBLIC WORKS  
RM - 97 RISK MANAGEMENT  
SW - 54 SOLID WASTE  
SM - 52 STREET MAINTENANCE  
TE - 53 TRAFFIC ENGINEERING  
VP - 62 VIPS  
WQ - 57 WATER QUALITY**

Agenda Item No. \_\_\_\_\_  
5/20/08

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(2)



## Check Register

ALL Data

Arranged by:  
Check Number

Direct	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Dep.	Invoice	Invoice Date	PO Number	PO Date Description	
<b>Checks Printed</b>					
Bank Account :A - Bank Of America					
	00065809	05/09/2008	ALL CITY	ALL CITY MANAGEMENT	
	12972		00007483	07/12/2007 PS CROSSING GUARD SERVICES	1,384.00
				Check Total	1,384.00
	00065810	05/09/2008	ASSISLEAGU	ASSISTANCE LEAGUE OF CAPISTRANO VALLEY	
	05012008			05/09/2008 CC CHARITABLE GRANT	2,850.00
				Check Total	2,850.00
	00065811	05/09/2008	BALSAMO	STEVE BALSAMO	
	40756			05/09/2008 PW C&D REFUND	150.00
				Check Total	150.00
	00065812	05/09/2008	BEACHCITIE	BEACH CITIES YMCA	
	05012008			05/09/2008 CC CHARITABLE GRANT	2,500.00
				Check Total	2,500.00
	00065813	05/09/2008	BEACON	BEACON PRINTING	
	979		00007407	02/07/2008 PW PRINTING SERVICES	107.75
				Check Total	107.75
	00065814	05/09/2008	BEE MAN	THE BEE MAN, INC.	
	46657		00007332	07/11/2007 PA CITYWIDE BEE SERVICES	150.00
	46708		00007332	07/11/2007 PA CITYWIDE BEE SERVICES	150.00
				Check Total	300.00
				<b>April 2008</b>	
	00065815	05/09/2008	BITHELL	BITHELL, INC.	
	42108		00007667	04/10/2008 CIP PAINTING SERVICES	7,000.00
				Check Total	7,000.00
	00065816	05/09/2008	BYERLEY	DANIELLE BYERLEY	
	05012008			05/09/2008 VP BEANBAGS	69.93
				Check Total	69.93
	00065817	05/09/2008	CAPO	CAPISTRANO LOCK & SAFE	
	42218		00007372	07/12/2007 FAC LOCK & KEY SERVICES	108.00
	42425			05/09/2008 CS REPAIR SERVICES	221.94
				Check Total	329.94
	00065818	05/09/2008	CAPOFORD	CAPISTRANO FORD	
	41451646			05/09/2008 PA VEHICLE MAINTENANCE	120.26
				Check Total	120.26
	00065819	05/09/2008	CASTATEDIS	CALIFORNIA STATE DISBURSEMENT UNIT	
	05082008			05/09/2008 CD GARNISHMENT	1,051.15
				Check Total	1,051.15
	00065820	05/09/2008	CDWG	CDW GOVERNMENT, INC.	
	GMR17501		00007495	07/26/2007 BL TECHNOLOGY SUPPLIES	164.18
	JWP3490		00007495	07/26/2007 BL TECHNOLOGY SUPPLIES	327.45

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## Check Register

ALL Data

Arranged by:  
Check Number

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					Check Total	2,550.00
	00065822 521622 78980379780006	05/09/2008	CHEVRON 00007398	03/27/2008 05/09/2008	CHEVRON CM/EM/CD/PW/FAC/PS/VP FUEL FUELS	398.59 288.11
					Check Total	686.70
	00065823 37729	05/09/2008	CLASSIC	05/09/2008	CLASSIC INT. DESIGNS PW C&D REFUND	475.00
					Check Total	475.00
	00065824 DP043008	05/09/2008	COFFEE 00007553	10/18/2007	COFFEE IMPORTERS CM COFFEE SERVICE IN CD	165.94
					Check Total	165.94
	00065825 05012008	05/09/2008	COMMHOUS	05/09/2008	COMMUNITY HOUSE, INC. CC CHARITABLE GRANT	1,500.00
					Check Total	1,500.00
	00065826 38116	05/09/2008	CONROYT	05/09/2008	TOM CONROY PW C&D REFUND	1,410.00
					Check Total	1,410.00
	00065827 801921 803087	05/09/2008	CONSOL 00007409 00007409	07/12/2007 07/12/2007	CONSOLIDATED REPROGRAPHICS PW PHOTOCOPIES/BLUEPRINTS PW PHOTOCOPIES/BLUEPRINTS	301.43 -147.13
					Check Total	154.30
	00065828 86200762 86536951 86811126 86944474 86994685 87015823 87015824 87015825	05/09/2008	CORPEXP 00007482 00007361 00007482 00007402 00007385 00007385 00007385 00007385	01/17/2008 01/31/2008 01/17/2008 01/24/2008 07/12/2007 07/12/2007 07/12/2007 07/12/2007	CORPORATE EXPRESS PS OFFICE SUPPLIES CS OFFICE SUPPLIES PS OFFICE SUPPLIES ND KITCHEN SUPPLIES ND PHOTOCOPY PAPER ND PHOTOCOPY PAPER ND PHOTOCOPY PAPER ND PHOTOCOPY PAPER	16.58 152.25 633.26 18.27 98.35 36.53 121.76 487.03
					Check Total	1,564.03
	00065829 05012008 05052008	05/09/2008	COSTCO	05/09/2008 05/09/2008	COSTCO WHOLESALE VP SUPPLIES ND OPERATING SUPPLIES	74.88 162.38
					Check Total	237.26
	00065830 238761	05/09/2008	COUNTY 00007475	07/12/2007	COUNTY OF ORANGE WQ NPDES CONTRIBUTION	137.00

## Check Register

ALL Data

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Check Number

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				Check Total	137.67
	00065831	05/09/2008	COUNTY2	COUNTY OF ORANGE	
	1012			05/09/2008 MUNICIPAL CODE VIOLATION	606.00
				Check Total	606.00
	00065832	05/09/2008	COUNTYC	COUNTY OF ORANGE	
	05012008		00007310	02/07/2008 CD FILING FEES	750.00
	05092008			05/09/2008 REPLACE CHECK #65485	200.00
				Check Total	950.00
	00065833	05/09/2008	CROCKETT	DAVID CROCKETT	
	05012008			05/09/2008 CS RECREATION CLASS INSTRUCTOR	1,260.46
				Check Total	1,260.46
	00065834	05/09/2008	CROSSEN	STEVE CROSSEN	
	05062008			05/09/2008 CS RECREATION CLASS INSTRUCTOR	300.00
				Check Total	300.00
				April 7 - June 30, 2008	
	00065835	05/09/2008	CSLEGACY	C.S. LEGACY CONSTRUCTION, INC.	
	1207-1		00007649	03/05/2008 CIP CONSTRUCTION SERVICES	57,193.84
				Check Total	57,193.84
	00065836	05/09/2008	CUSTOMHOM	CUSTOM HOME SPECIALISTS	
	46744			05/09/2008 PW C&D REFUND	2,736.00
				Check Total	2,736.00
	00065837	05/09/2008	CWANE	CWANE INC.	
	37610			05/09/2008 PW C&D REFUND	940.00
				Check Total	940.00
	00065838	05/09/2008	DANKA	DANKA OFFICE IMAGING CO.	
	706034658		00007384	07/12/2007 PS/ND COPIER MAINTENANCE	525.82
	706041382		00007384	07/12/2007 PS/ND COPIER MAINTENANCE	600.00
	706042485		00007384	07/12/2007 PS/ND COPIER MAINTENANCE	275.63
				Check Total	1,401.45
	00065839	05/09/2008	DELTA	DELTA DENTAL PLAN OF CALIFORNIA	
	05012008			05/08/2008 DENTAL PREMIUM - MAY 2008	1,953.54
				Check Total	1,953.54
	00065840	05/09/2008	DELTACAR	DELTA CARE - PMI	
	05012008			05/08/2008 DENTAL PREMIUM - MAY 2008	532.31
				Check Total	532.31
	00065841	05/09/2008	DEPTOFJU	DEPARTMENT OF JUSTICE	
	674960			05/09/2008 AS FINGERPRINT APPS	128.00
				Check Total	128.00
	00065842	05/09/2008	DOHENY	DOHENY VILLAGE HAND CAR WASH	
	66025			05/09/2008 PS CAR WASH	223.95

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### Check Register

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Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date Description	Amount
				Check Total	220
	00065843 05062008	05/09/2008	DONALDSO	CINDY DONALDSON 05/09/2008 CS RECREATION CLASS INSTRUCTOR	384.00
				Check Total	384.00
	00065844 05012008	05/09/2008	DPCOASTA	DANA POINT COASTAL ARTS 05/09/2008 CC CHARITABLE GRANT	1,000.00
				Check Total	1,000.00
	00065845 PP#10-2008	05/09/2008	DPEA	DANA POINT EMPLOYEE ASSOCIATION 05/09/2008 UNION DUES	248.25
				Check Total	248.25
	00065846 05012008	05/09/2008	DPEARTH	DANA POINT EARTH/OCEAN SOCIETY 05/09/2008 CC CHARITABLE GRANT	3,500.00
				Check Total	3,500.00
	00065847 05092008	05/09/2008	FEDERALLIC	FEDERAL LICENSING, INC. 05/09/2008 PA BOOK	238.00
				Check Total	238.00
	00065848 04172008	05/09/2008	FINDLEYT	TOM FINDLEY 05/09/2008 BL REIMBURSEMENT	75.00
				Check Total	75.00
	00065849 1174-1	05/09/2008	FIRSTREG 00007644	FIRST REGIONAL BANK 03/04/2008 CIP VALLEYCREST/RETENTION	3,745.00
				Check Total	3,745.00
	00065850 861820	05/09/2008	GALLS2	GALLS 05/09/2008 EQUIPMENT/REPAIR	300.46
				Check Total	300.46
	00065851 05012008	05/09/2008	GFWC	GFWC DANA POINT WOMAN'S CLUB 05/09/2008 CC CHARITABLE GRANT	3,000.00
				Check Total	3,000.00
	00065852 3744	05/09/2008	GILBERTW	WILLIAM GILBERT 05/09/2008 CS RECREATION CLASS REFUND	40.00
				Check Total	40.00
	00065853 102575944	05/09/2008	GLOBALE	GLOBAL EQUIPMENT COMPANY 05/09/2008 CS SUPPLIES	42.48
				Check Total	42.48
	00065854 34	05/09/2008	GRAY	ROBIN GRAY 05/09/2008 CS DESIGN SERVICES	900.00
				Check Total	900.00
	00065855	05/09/2008	HARDY	HARDY & HARPER, INC.	

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Arranged by:  
Check Number

Direct Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
<b>Checks Printed</b>						
	00065855	05/09/2008	HARDY	HARDY & HARPER, INC.		
	35262		00007603	04/02/2008	SM ASPHALT REPAIR SERVICES	13,730.04
<b>April 2008</b>						<b>Check Total</b>
						<b>13,730.04</b>
	00065856	05/09/2008	HEWLETT	HEWLETT PACKARD CORP.		
	44094293		00007666	04/10/2008	FILE SERVER REPLACEMENT	5,730.78
	44096642		00007666	04/10/2008	FILE SERVER REPLACEMENT	476.26
	44096787		00007666	04/10/2008	FILE SERVER REPLACEMENT	37.71
	44099035		00007666	04/10/2008	FILE SERVER REPLACEMENT	3,835.90
	44101383		00007666	04/10/2008	FILE SERVER REPLACEMENT	327.56
	44101700		00007666	04/10/2008	FILE SERVER REPLACEMENT	1,069.96
	44109102		00007666	04/10/2008	FILE SERVER REPLACEMENT	793.04
	44126552		00007666	04/10/2008	FILE SERVER REPLACEMENT	844.76
	44131576		00007652	03/13/2008	ND HP STORAGEWORKS	686.32
<b>Check Total</b>						<b>13,802.29</b>
	00065857	05/09/2008	HIRSCH	HIRSCH PIPE & SUPPLY		
	1082241			05/08/2008	FAC PLUMBING SUPPLIES	148.55
<b>Check Total</b>						<b>148.55</b>
	00065858	05/09/2008	HOME	HOME DEPOT		
	03282008		00007378	10/25/2007	FAC MAINTENANCE SUPPLIES	370.54
	03282008A		00007317	04/16/2008	PA SUPPLIES/EQUIPMENT	331.90
<b>Check Total</b>						<b>702.44</b>
	00065859	05/09/2008	HUNTINGTO	HUNTINGTON HONDA		
	80008901			05/09/2008	PS VEHICLE MAINTENANCE	721.30
	80009717			05/09/2008	PS VEHICLE MAINTENANCE	631.21
<b>Check Total</b>						<b>1,352.51</b>
<b>May 2, 2008</b>						
	00065860	05/09/2008	ICM	ICMA RETIREMENT TRUST-457		
	303196-PP#10-2008			05/09/2008	EE/ER CONTRIBUTION	12,794.95
<b>Check Total</b>						<b>12,794.95</b>
	00065861	05/09/2008	IDNANI	USHA IDNANI		
	47157			05/09/2008	PW DEPOSIT REFUND	15,000.00
<b>Check Total</b>						<b>15,000.00</b>
	00065862	05/09/2008	JERVIS	JERVIS BROS. MOBILE CAR WASH		
	05052008		00007565	11/01/2007	SM DETAIL SERVICE	218.00
<b>Check Total</b>						<b>218.00</b>
	00065863	05/09/2008	LANDA	ACIREMA LANDA		
	3695			05/09/2008	CS RECREATION CLASS REFUND	100.00
<b>Check Total</b>						<b>100.00</b>
<b>April 29, 2008</b>						
	00065864	05/09/2008	MARKET	MARKET PROFILES, INC.		
	10301			05/09/2008	TE MARKET ABSORPTION SERVICES	9,495.00

## Check Register

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Arranged by:  
Check Number

Direct Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount	
					Check Total	9,495.00	
	00065865 3604	05/09/2008	MARTINEZ	05/09/2008	JOSE MARTINEZ CS RECREATION CLASS REFUND	40.00	
					Check Total	40.00	
	00065866 41372	05/09/2008	MCCAFFERTY	05/09/2008	DOUGLAS MCCAFFERTY PW C&D REFUND	109.00	
					Check Total	109.00	
	00065867 3697	05/09/2008	MELCHERT	05/08/2008	MANUELLA MELCHERT CS RECREATION CLASS REFUND	100.00	
					Check Total	100.00	
	00065868 38927 41272	05/09/2008	MITCHELL	05/09/2008 05/09/2008	MITCHELL LAND & IMPROVEMENT CO. PW C&D REFUND PW C&D REFUND	2,250.00 100.00	
					Check Total	2,350.00	
	00065869 29123 29147	05/09/2008	MONOGRAM	05/09/2008 05/09/2008	MONOGRAM MAGIC PS UNIFORM CS OPERATING SUPPLIES	120.66 219.14	
					Check Total	339.80	
	00065870 46259	05/09/2008	MORRIS	05/09/2008	J.M. MORRIS PW C&D REFUND	500.00	
					Check Total	500.00	
	00065871 04242008 04242008A	05/09/2008	MOULTON	00007327 00007331	07/11/2007 07/11/2007	MOULTON NIGUEL WATER PA MEDIANS & R-O-W'S PA DANA WOODS	598.16 177.56
					Check Total	775.72	
	00065872 47367	05/09/2008	MTC	05/08/2008	MTC 2000 LLC BL DEPOSIT REFUND	789.31	
					Check Total	789.31	
	00065873 229975228-059 229975228-059A 588867318-077	05/09/2008	NEXTEL2	00007358 00007312 00007504	07/12/2007 01/17/2008 04/02/2008	NEXTEL CS PHONE SERVICE PA PHONE SERVICE CE PHONE SERVICE	32.56 214.91 209.47
					Check Total	456.94	
	00065874 485468	05/09/2008	OFFICEMAX	00007509	03/13/2008	OFFICE MAX INCORPORATED CD OFFICE SUPPLIES	346.98
					Check Total	346.98	
	00065875 37863	05/09/2008	ONEIL	05/09/2008	ONEIL DEV. CO., INC. PW C&D REFUND	1,000.00	
					Check Total	1,000.00	

## Check Register

ALL Data

Arranged by:  
Check Number

Direct	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Dep.	Invoice	Invoice Date	PO Number	PO Date Description	
<b>Chks Printed</b>					
	00065876	05/09/2008	PACBELWO	AT&T/MCI	
	04072007		00007401	07/12/2007 ND PHONE/INTERNET SERVICE	3,229.23
				Check Total	3,229.23
	00065877	05/09/2008	PERFORM	PERFORMANCE MOTORSPORTS	
	4195421			05/09/2008 PS VEHICLE MAINTENANCE	250.03
				Check Total	250.03
<b>April 18 - May 2, 2008</b>					
	00065878	05/09/2008	PERSRTMNT	PERS	
	05-2008-3			05/09/2008 RETIREMENT BENEFITS	36,295.09
				Check Total	36,295.09
<b>April 2008</b>					
	00065879	05/09/2008	POWELLPB	PBS&J	
	0357303		00007462	07/12/2007 ES PLAN CHECK/INSPECTION SVC	5,679.28
	1003509		00007468	07/12/2007 ES ENGINEERING & DEV. REVIEW	10,992.64
	1003699		00007468	07/12/2007 ES ENGINEERING & DEV. REVIEW	4,314.08
	1005583		00007461	02/07/2008 ES ENGINEERING & DEV. REVIEW	61,876.28
				Check Total	82,862.28
	00065880	05/09/2008	POWERTR	POWER TRAINING INSTITUTE	
	351			05/09/2008 AS CUSTOMER SERVICE TRAINING	2,700.00
				Check Total	2,700.00
	00065881	05/09/2008	PSOMAS	PSOMAS	
	0044215			05/08/2008 CIP DESIGN SERVICES	3,121.41
				Check Total	3,121.41
	00065882	05/09/2008	QUANTUMO	QUANTUM OZONE. INC.	
	0010		00007476	07/12/2007 WQ MAINTENANCE SERVICES	6,300.00
				Check Total	6,300.00
	00065883	05/09/2008	REICHELSDO	PHIL REICHELSDORF	
	46728			05/09/2008 PW C&D REFUND	293.49
				Check Total	293.49
	00065884	05/09/2008	REMBRAND	YOUNG REMBRANDTS	
	05062008			05/09/2008 CS RECREATION CLASS INSTRUCTOR	933.80
				Check Total	933.80
	00065885	05/09/2008	REVO	REVO BICYCLES	
	165841			05/09/2008 PS REPAIR SERVICES	324.85
				Check Total	324.85
<b>May 1, 2008</b>					
	00065886	05/09/2008	RHDANA1	R.H. DANA ELEMENTARY BOOSTER CLUB	
	05012008			05/09/2008 CC CHARITABLE GRANT	5,700.00
				Check Total	5,700.00
	00065887	05/09/2008	RJMDESIG	RJM DESIGN GROUP, INC.	
	21599			05/09/2008 CS PROFESSIONAL SERVICES	1,437.50

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Arranged by:  
Check Number

Direct							
Dep.	Check Number	Check Date	Vendor ID	Vendor Name			Amount
	Invoice	Invoice Date	PO Number	PO Date	Description		
					Check Total		1,437
	00065914	05/09/2008	ROSENOW		ROSENOW SPEVACEK GROUP INC.		
	0021050			05/08/2008	CD PROFESSIONAL SERVICE		3,940.00
					Check Total		3,940.00
	00065915	05/09/2008	RUBIOS		SANDRA RUBIO		
	41453			05/09/2008	PW C&D REFUND		1,200.00
					Check Total		1,200.00
	00065916	05/09/2008	SDG&E		SAN DIEGO GAS & ELECTRIC		
	04152008C		00007329	07/11/2007	PA SECURITY LIGHTING		25.24
	04152008D		00007329	07/11/2007	PA SECURITY LIGHTING		211.10
	04152008E		00007328	07/11/2007	PA MEDIANS		8.98
	04152008F		00007328	07/11/2007	PA MEDIANS		8.98
	04152008G		00007328	07/11/2007	PA MEDIANS		8.98
	04182008		00007328	07/11/2007	PA MEDIANS		178.83
	04212008		00007328	07/11/2007	PA MEDIANS		9.10
	04222008D		00007328	07/11/2007	PA MEDIANS		24.51
	04222008F		00007328	07/11/2007	PA MEDIANS		58.84
	04232008		00007441	07/12/2007	TE TRAFFIC SIGNALS		15.23
	04242008A		00007441	07/12/2007	TE TRAFFIC SIGNALS		898.10
					Check Total		1,447.89
	00065917	05/09/2008	SECURE		SECURE LIVE SCAN		
	DP/0408			05/08/2008	FA ROLLING FEE		153
					Check Total		153.00
	00065918	05/09/2008	SOCSEA1		SOUTH ORANGE COUNTY SCHOOL OF THE ARTS		
	05012008			05/09/2008	CC CHARITABLE GRANT		2,500.00
					Check Total		2,500.00
	00065919	05/09/2008	SOCSTFIR		SOUTH COAST FIRE PROTECTION, INC.		
	61120			05/08/2008	FAC FIRE EXTINGUISHER		495.65
					Check Total		495.65
	00065920	05/09/2008	SOROP		SOROPTIMIST INTERNATIONAL OF CAPISTRANO BAY		
	05012008			05/09/2008	CC CHARITABLE GRANT		3,000.00
					Check Total		3,000.00
	00065921	05/09/2008	SUNTA		SUN TAMERS WINDOW TINTING		
	31108101			05/08/2008	FAC WINDOW TINTING		2,325.00
					Check Total		2,325.00
	00065922	05/09/2008	THOMSONW		THOMSON WEST/BARCLAYS		
	04292008			05/08/2008	BL BOOKS		55.00
					Check Total		55.00
					May 1, 2008		
	00065923	05/09/2008	TOBYSHSE		TOBY'S HOUSE		
	05012008			05/09/2008	CC CHARITABLE GRANT		5,000.00



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Arranged by:  
Check Number

Direct	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Dep.	Invoice	Invoice Date	PO Number	PO Date Description	
				Check Total	5,000.00
	00065924	05/09/2008	TOPE	MICHAEL TOPE	
	0408		00007296	07/11/2007 CM CONSULTANT SERVICES	4,000.00
				Check Total	4,000.00
	00065925	05/09/2008	TRANSPORT	TRANSPORTATION STUDIES, INC.	
	5127		00007445	07/12/2007 TE TRAFFIC & SPEED SURVEYS	145.00
				April 22, 2008	
				Check Total	145.00
	00065926	05/09/2008	TRUGRCHEM	TRUGREEN CHEMLAWN	
	787357		00007606	01/10/2008 PA FERTILIZATION OF CITY PARKS	7,865.00
				April 2008	
				Check Total	7,865.00
	00065927	05/09/2008	TRUGREEN	TRUGREEN LANDCARE	
	6149588		00007336	07/11/2007 PA MEDIANS & R-O-W'S	32,252.00
	6149598		00007353	07/12/2007 PA MAINTENANCE: CITY PARKS	37,805.00
				Check Total	70,057.00
	00065928	05/09/2008	UNDER	UNDERGROUND SERVICE ALERT OF SO CAL.	
	420080208		00007424	07/12/2007 SM DIG ALERT NOTIFICATIONS	237.00
				Check Total	237.00
	00065929	05/09/2008	UNITEDST	UNITED STORM WATER, INC..	
	SW22336		00007432	07/12/2007 SM CLEANING & DISPOSAL SVSC	462.88
				Check Total	462.88
	00065930	05/09/2008	UNITEDWAY	O.C. UNITED WAY	
	PP#10-2008			05/09/2008 CONTRIBUTION	65.00
				April 1-30, 2008	
				Check Total	65.00
	00065931	05/09/2008	VALLEYCRE	VALLEYCREST LANDSCAPE DEVELOPMENT, INC.	
	1174-1		00007638	02/21/2008 CIP CONSTRUCTION SERVICES	33,705.00
				Check Total	33,705.00
	00065932	05/09/2008	VERIZONW	VERIZON WIRELESS	
	0644287335		00007484	07/12/2007 PS PHONE SERVICE	228.35
	0644287335-A		00007596	01/03/2008 BL WIRELESS SERVICES	60.06
				Check Total	288.41
	00065933	05/09/2008	VISION	VISION SERVICE PLAN - (CA)	
	05012008			05/09/2008 VISION PREMIUM - MAY 2008	836.47
				Check Total	836.47
	00065934	05/09/2008	VL SYSTE	VL SYSTEMS, INC	
	69363		00007393	07/12/2007 ND TECHNICAL SUPPORT	612.50
	69386		00007393	07/12/2007 ND TECHNICAL SUPPORT	700.00
	69412		00007393	07/12/2007 ND TECHNICAL SUPPORT	400.00
				Check Total	1,712.50
	00065935	05/09/2008	WESTCSTA	WEST COAST ARBORISTS, INC.	

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Arranged by:  
Check Number

Direct		Vendor ID		Vendor Name		
Dep.	Check Number	Check Date	PO Number	PO Date	Description	Amount
Invoice	Invoice Date					
<b>Checks Printed</b>						
<b>April 2008</b>						
00065935	05/09/2008	WESTCSTA			WEST COAST ARBORISTS, INC.	
52273		00007613	01/17/2008		PA CITY WIDE TREE TRIMMING	6,894.25
52327		00007613	01/17/2008		PA CITY WIDE TREE TRIMMING	38,433.25
<b>Check Total</b>						<b>45,327.50</b>
<b>April 2008</b>						
00065936	05/09/2008	WHITES			STEPHEN G. WHITE, MAI	
05022008			05/08/2008		TE APPRAISAL SERVICES	28,334.00
<b>Check Total</b>						<b>28,334.00</b>
00065937	05/09/2008	XEROX			XEROX CORPORATION	
032514670		00007464	07/12/2007		ES MAINTENANCE AGREEMENT	21.00
<b>Check Total</b>						<b>21.00</b>
00065938	05/09/2008	ZEI			ZEISER KLING CONSULTANTS, INC.	
24676		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	185.00
25254		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	606.25
25393		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	1,172.50
25600		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	538.75
25765		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	283.75
26411		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	363.75
28145		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	215.00
28359		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	935.00
28362		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	85.00
28365		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	503.75
28367		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	380
28368		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	413.75
28454		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	227.50
28455		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	263.75
28456		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	320.00
28457		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	356.25
28459		00007465	07/12/2007		ES THIRD PARTY GEOTECHNICAL	259.50
28641		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	438.75
28642		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	202.50
28643		00007612	04/23/2008		CD GEOTECHNICAL REVIEW	1,435.00
<b>Check Total</b>						<b>9,185.75</b>
<b>Total of Checks Printed:</b>						<b>546,892.56</b>

**Manual Checks**

Bank Account :A - Bank Of America		Vendor ID		Vendor Name		
Check Number	Check Date	PO Number	PO Date	Description		Amount
<b>April 2008</b>						
00065808	05/05/2008	DBNEISH			D.B. NEISH, INC.	
05052008	05/05/2008		05/08/2008		CD REPLACE CHECK # 65663	10,000.00
<b>Check Total</b>						<b>10,000.00</b>
<b>Total of Manual Checks:</b>						<b>10,000.00</b>

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Dep. Check Number Check Date Vendor ID Vendor Name  
Invoice Invoice Date PO Number PO Date Description Amount

Checks Printed

Bank Account :A - Bank Of America

00065807	05/02/2008	OFFICEMAX	OFFICE MAX INCORPORATED		
208782		00007581	11/29/2007	BL TONER	1,013.88
259797		00007509	03/13/2008	CD OFFICE SUPPLIES	2,025.66

Check Total 3,039.54

Total of Checks Printed: 3,039.54

Report Total: 3,039.54

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Arranged by:  
Check Number

Direct	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Dep.	Invoice	Invoice Date	PO Number	Description	
<b>Checks Printed</b>					
Bank Account :A - Bank Of America					
	00065748	05/01/2008	BCTRAFFIC	BC TRAFFIC SPECIALISTS	
	01-032005-01			05/01/2008 CIP PURCHASE OF ADIEM-BLOCK	908.13
				Check Total	908.13
	00065749	05/01/2008	BEACON	BEACON PRINTING	
	950			05/01/2008 ND STAMPS	129.30
				Check Total	129.30
	00065750	05/01/2008	BEHLINGC	CLAYTON BEHLING	
	43269			05/01/2008 PW C&D REFUND	5,320.00
				Check Total	5,320.00
	00065751	05/01/2008	BOVEE	BOVEE ROOFING, INC.	
	47548			05/01/2008 PW C&D REFUND	500.00
				Check Total	500.00
	00065752	05/01/2008	BRICE	BRUCE LEONARD BEAL, BUSINESS LAWYER	
	04032008			05/01/2008 CS PROFESSIONAL SERVICES	23.00
				Check Total	23.00
	00065753	05/01/2008	CAPO	CAPISTRANO LOCK & SAFE	
	42384		00007412	07/12/2007 SM MISCELLANEOUS SUPPLIES	32.86
				Check Total	32.86
	00065754	05/01/2008	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	
	3952-502002		00007374	07/12/2007 FAC MAINTENANCE SUPPLIES	242.53
	7020-497070		00007321	01/17/2008 PA ELECTRICAL SUPPLIES	104.64
				Check Total	347.17
	00065755	05/01/2008	CITYOFSA	CITY OF SAN JUAN CAPISTRANO	
	04142008		00007330	07/11/2007 PA PARKS/WATER	677.10
	04142008A		00007330	07/11/2007 PA PARKS/WATER	16.07
	04142008B		00007330	07/11/2007 PA PARKS/WATER	21.18
				Check Total	714.35
	00065756	05/01/2008	CONSOL	CONSOLIDATED REPROGRAPHICS	
	729221		00007467	07/12/2007 ES PHOTOCOPIES & BLUEPRINTS	80.81
	801645		00007308	11/08/2007 CD BLUEPRINTS/PHOTOCOPIES	1,879.80
				Check Total	1,960.61
	00065757	05/01/2008	CORPEXP	CORPORATE EXPRESS	
	84649762		00007309	01/03/2008 CD/BL/CE OFFICE SUPPLIES	541.26
	85338321		00007309	01/03/2008 CD/BL/CE OFFICE SUPPLIES	387.44
	86350410		00007309	01/03/2008 CD/BL/CE OFFICE SUPPLIES	273.95
	86393361		00007410	01/24/2008 PW OFFICE SUPPLIES	281.38
	86393363		00007309	01/03/2008 CD/BL/CE OFFICE SUPPLIES	13.66
	86490810		00007309	01/03/2008 CD/BL/CE OFFICE SUPPLIES	646.93
	86536950		00007309	01/03/2008 CD/BL/CE OFFICE SUPPLIES	327.52

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Arranged by:  
Check Number

Direct	Dep.	Check Number	Check Date	Vendor ID	Vendor Name	Amount
		Invoice	Invoice Date	PO Number	Description	
<b>Checks Printed</b>						
		00065757	05/01/2008	CORPEXP	CORPORATE EXPRESS	
		86540516		00007385	07/12/2007 ND PHOTOCOPY PAPER	-236.62
		86562484		00007410	11/08/2007 PW OFFICE SUPPLIES	160.00
		86709539		00007399	10/18/2007 FA OFFICE SUPPLIES	75.40
		86741332		00007309	01/03/2008 CD/BL/CE OFFICE SUPPLIES	91.80
		86834535		00007402	01/24/2008 ND KITCHEN SUPPLIES	37.20
		86834536		00007547	10/04/2007 FAC FACILITIES SUPPLIES	779.34
					Check Total	3,379.28
		00065758	05/01/2008	COSTCO	COSTCO WHOLESALE	
		04182008			05/01/2008 PS OPERATING SUPPLIES	52.48
					Check Total	52.48
		00065759	05/01/2008	COUNTY	COUNTY OF ORANGE	
		SC02866		00007485	07/12/2007 PS LAW ENFORCEMENT SERVICES	1,378.99
					Check Total	1,378.99
		00065760	05/01/2008	DPCHAMBE	DANA POINT CHAMBER OF COMMERCE	
		1317			05/01/2008 CHAMBER LUNCHEON	550.00
					Check Total	550.00
		00065761	05/01/2008	DPTIMES	DANA POINT TIMES	
		3919		00007668	04/16/2008 CK CITYWIDE ADVERTISING	226.00
		3995		00007665	04/10/2008 SW ADVERTISEMENT	900.00
					Check Total	1,126.00
		00065762	05/01/2008	DUNN	DUNN-EDWARDS CORP	
		2077020864		00007376	07/12/2007 FAC PAINT/MISC. SUPPLIES	48.06
					Check Total	48.06
		00065763	05/01/2008	FEDEX	FEDERAL EXPRESS	
		2-641-60148		00007388	07/12/2007 ND OVERNIGHT DELIVERY SVCS	623.70
					Check Total	623.70
					<b>March 1 - 28, 2008</b>	
		00065764	05/01/2008	FEHR	FEHR & PEERS TRANSPORTATION CONSULTANTS	
		55436		00007576	11/15/2007 CD CONSULTING SERVICES	11,261.60
					Check Total	11,261.60
		00065765	05/01/2008	GALLS2	GALLS	
		945490			05/01/2008 PS NAMEPLATES	14.98
					Check Total	14.98
		00065766	05/01/2008	GANAHL	GANAHL LUMBER COMPANY	
		B383266		00007319	01/17/2008 PA SUPPLIES/EQUIPMENT	219.34
					Check Total	219.34
		00065767	05/01/2008	GOLDENST	GOLDEN STATE OVERNIGHT	
		1578824		00007577	02/07/2008 BL PROFESSIONAL SERVICES	165.57
		1585955		00007577	02/01/2008 BL PROFESSIONAL SERVICES	50.87

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Direct Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
					Check Total	216.44
	00065768 45391	05/01/2008	HAYNES		BOB HAYNES 05/01/2008 PW C&D REFUND	1,500.00
					Check Total	1,500.00
	00065769 110539370 110539954	05/01/2008	INSIGHT		INSIGHT 07/12/2007 ND SOFTWARE UPGRADES 07/12/2007 ND SOFTWARE UPGRADES	247.15 1,707.11
					Check Total	1,954.26
	00065770 45361	05/01/2008	INSLEY		INSLEY CONSTRUCTION, INC. 05/01/2008 PW C&D REFUND	750.00
					Check Total	750.00
	00065771 04292008	05/01/2008	JERVIS		JERVIS BROS. MOBILE CAR WASH 11/01/2007 SM DETAIL SERVICE	49.00
					Check Total	49.00
	00065772 20942405 20959022	05/01/2008	JOHNDEE		JOHN DEERE LANDSCAPES 03/13/2008 PA LANDSCAPE SUPPLIES 03/13/2008 PA LANDSCAPE SUPPLIES	216.71 179.47
					Check Total	396.18
	00065773 14857	05/01/2008	KENNE		KENNEDY COMMUNICATIONS, INC. 05/01/2008 FAC INSTALL DATA LINE	155.61
					Check Total	155.61
	00065774 13887688342408	05/01/2008	KINGDOM		KINGDOM DJ PRODUCTIONS 05/01/2008 CS SOUND SYSTEM	350.00
					Check Total	350.00
	00065775 04292008	05/01/2008	MAUREENKAN		MAUREEN KANE & ASSOCIATES, INC. 05/01/2008 CK CONFERENCE REGISTRATION	1,220.00
					Check Total	1,220.00
	00065776 29131	05/01/2008	MONOGRAM		MONOGRAM MAGIC 05/01/2008 AS OPERATING SUPPLIES	42.67
					Check Total	42.67
	00065777 04242008 04252008	05/01/2008	OCAPA		ORANGE COUNTY AMERICAN PLANNING ASSOC. 05/01/2008 CD REGISTRATION 05/01/2008 ED REGISTRATION	135.00 45.00
					Check Total	180.00
	00065778 1549	05/01/2008	OCLOCC		ORANGE COUNTY DIVISION 05/01/2008 LOC MEETING	108.00
					Check Total	108.00
	00065779 41389	05/01/2008	OCSTRIPING		ORANGE COUNTY STRIPING SERVICE, INC. 02/07/2008 SM TRAFFIC CALMING SERVICES	8,090.00

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Arranged by:  
Check Number

Direct Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date Description	Amount
				Check Total	8,096
	00065780 267	05/01/2008	OCTOURISM	ORANGE COUNTY TOURISM COUNCIL 05/01/2008 PIO ANNUAL PARTNERSHIP	4,000.00
				Check Total	4,000.00
	00065781 4212	05/01/2008	PACSIGN	PACIFIC SIGN CENTER 05/01/2008 CS SIGNS	474.10
				Check Total	474.10
	00065782 42650-A	05/01/2008	PARKERJ	JOAN PARKER 05/01/2008 PW C& D REFUND	150.00
				Check Total	150.00
	00065783	05/01/2008	PERSINS1	PERS	
	H2008051559000			05/01/2008 RETIREMENT BENEFIT	35,254.76
	H2008057460000			05/01/2008 RETIREMENT BENEFIT	1,164.05
				Check Total	36,418.81
				March 2008	
	00065784 40826 41313	05/01/2008	PLANCENT	THE PLANNING CENTER	
			00006883	07/01/2007 CD CONSULTANT SERVICES	2,245.46
			00006883	07/01/2007 CD CONSULTANT SERVICES	8,958.43
				Check Total	11,203.89
	00065785 21136	05/01/2008	QUIK	QUIKSILVER 05/01/2008 CK COURIER SERVICE	21
				Check Total	21.36
	00065786 21585	05/01/2008	RJMDESIG	RJM DESIGN GROUP, INC. 05/01/2008 PW SEA TERRACE PARK	4,797.11
				Check Total	4,797.11
				April 2008	
	00065787 07PKS CTY07	05/01/2008	ROCKMAINT	ROCK MAINTENANCE AND JANITORIAL	
			00007546	10/04/2007 FAC CUSTODIAL SERVICES	1,950.00
			00007546	10/04/2007 FAC CUSTODIAL SERVICES	6,833.00
				Check Total	8,783.00
	00065788 39657	05/01/2008	ROOMSCAP	ROOMSCAPES, INC. 05/01/2008 PW C&D REFUND	830.00
				Check Total	830.00
				Jan 11 - February 27, 2008	
	00065789 03182008	05/01/2008	ROSENOW	ROSENOW SPEVACEK GROUP INC. 05/01/2008 CD FINANCIAL ADVISORY SVC.	11,113.75
				Check Total	11,113.75
	00065790 SCG42490.4	05/01/2008	SABER	SABER CONCRETE & FOUNDATION LEVELING 12/06/2007 SM SIDEWALK GRINDING SVC.	950.00
				Check Total	950.00
	00065791 04222008	05/01/2008	SDG&E	SAN DIEGO GAS & ELECTRIC 07/12/2007 TE TRAFFIC SIGNALS	62

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Arranged by:  
Check Number

Direct	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Dep.	Invoice	Invoice Date	PO Number	PO Date Description	
<b>cks Printed</b>					
	00065791	05/01/2008	SDG&E	SAN DIEGO GAS & ELECTRIC	
	04242008		00007379	07/12/2007 FAC CITY FACILITIES	4,453.90
<b>March 3 – April 3, 2008</b>					<b>Check Total</b>
					<b>4,516.71</b>
	00065792	05/01/2008	SOCSTWD	SOUTH COAST WATER DISTRICT	
	04112008		00007325	07/11/2007 PA MEDIANS/R-O-W'S	152.22
	04112008A		00007325	07/11/2007 PA MEDIANS/R-O-W'S	229.74
	04112008AA		00007325	07/11/2007 PA MEDIANS/R-O-W'S	173.37
	04112008AB		00007325	07/11/2007 PA MEDIANS/R-O-W'S	208.08
	04112008AC		00007325	07/11/2007 PA MEDIANS/R-O-W'S	33.99
	04112008AD		00007325	07/11/2007 PA MEDIANS/R-O-W'S	414.00
	04112008AE		00007325	07/11/2007 PA MEDIANS/R-O-W'S	42.23
	04112008AF		00007325	07/11/2007 PA MEDIANS/R-O-W'S	42.23
	04112008AG		00007325	07/11/2007 PA MEDIANS/R-O-W'S	43.37
	04112008AH		00007325	07/11/2007 PA MEDIANS/R-O-W'S	61.61
	04112008AI		00007325	07/11/2007 PA MEDIANS/R-O-W'S	138.21
	04112008AJ		00007325	07/11/2007 PA MEDIANS/R-O-W'S	286.16
	04112008AK		00007325	07/11/2007 PA MEDIANS/R-O-W'S	510.18
	04112008AL		00007325	07/11/2007 PA MEDIANS/R-O-W'S	52.19
	04112008AM		00007325	07/11/2007 PA MEDIANS/R-O-W'S	127.97
	04112008B		00007325	07/11/2007 PA MEDIANS/R-O-W'S	61.29
	04112008C		00007325	07/11/2007 PA MEDIANS/R-O-W'S	45.65
	04112008D		00007325	07/11/2007 PA MEDIANS/R-O-W'S	135.12
	04112008E		00007326	07/11/2007 PA PARK WATER	42.23
	04112008F		00007326	07/11/2007 PA PARK WATER	307.26
	04112008H		00007326	07/11/2007 PA PARK WATER	118.65
	04112008I		00007326	07/11/2007 PA PARK WATER	55.91
	04112008J		00007326	07/11/2007 PA PARK WATER	342.60
	04112008K		00007326	07/11/2007 PA PARK WATER	535.32
	04112008L		00007326	07/11/2007 PA PARK WATER	325.50
	04112008M		00007326	07/11/2007 PA PARK WATER	839.12
	04112008N		00007326	07/11/2007 PA PARK WATER	224.04
	04112008O		00007326	07/11/2007 PA PARK WATER	94.71
	04112008P		00007326	07/11/2007 PA PARK WATER	143.73
	04112008Q		00007326	07/11/2007 PA PARK WATER	201.24
	04112008R		00007325	07/11/2007 PA MEDIANS/R-O-W'S	249.73
	04112008S		00007325	07/11/2007 PA MEDIANS/R-O-W'S	27.15
	04112008T		00007325	07/11/2007 PA MEDIANS/R-O-W'S	89.01
	04112008U		00007325	07/11/2007 PA MEDIANS/R-O-W'S	16.89
	04112008V		00007325	07/11/2007 PA MEDIANS/R-O-W'S	41.93
	04112008W		00007325	07/11/2007 PA MEDIANS/R-O-W'S	27.13
	04112008X		00007325	07/11/2007 PA MEDIANS/R-O-W'S	23.73
	04112008Y		00007325	07/11/2007 PA MEDIANS/R-O-W'S	22.01
	04112008Z		00007325	07/11/2007 PA MEDIANS/R-O-W'S	168.18
	1418		05/01/2008	CIP STORM DRAIN	922.00
<b>Check Total</b>					<b>7,575.68</b>
	00065794	05/01/2008	SOCTV	SOCTV PRODUCTIONS	

ALL Data

### Check Register

Arranged by:  
Check Number

Direct Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date Description	Amount
<b>Checks Printed</b>					
	00065794 1106	05/01/2008	SOCTV 00007395	SOCTV PRODUCTIONS PIO CABLE TV PRODUCTION	2,620.00
				Check Total	2,620.00
	00065795 04282008	05/01/2008	STEINRIE	SUE STEINRIEDE CS PETTY CASH	189.26
				Check Total	189.26
	00065796 04232008	05/01/2008	STUFTPIZZA	STUFT PIZZA PS RELAY FOR LIFE FOOD	88.14
				Check Total	88.14
	00065797 6133665 6135726 6136896	05/01/2008	TRUGREEN 00007355 00007355 00007355	TRUGREEN LANDCARE PA MEDIANS & R-O-W'S PA MEDIANS & R-O-W'S PA MEDIANS & R-O-W'S	120.00 495.00 270.00
				Check Total	885.00
	00065798 08-35	05/01/2008	ULTRARSC	ULTRA-RESEARCH, INC. ED SALES ANALYSIS REPORT	18.50
				Check Total	18.50
	00065799 500	05/01/2008	USTREASURY	U.S. TREASURY CS PROFESSIONAL SERVICES	2,700.00
				Check Total	2,700.00
	00065800 47682	05/01/2008	VASQUEZB	BILL VASQUEZ PW C&D REFUND	500.00
				Check Total	500.00
	00065801 0644287348	05/01/2008	VERIZONW	VERIZON WIRELESS BL PHONE SERVICES	225.37
				Check Total	225.37
				<b>April 2008</b>	
	00065802 04222008	05/01/2008	VIDO 00007521	VIDO SAMARZICH, INC. CIP CONSTRUCTION SERVICES	51,631.21
				Check Total	51,631.21
				<b>April 2008</b>	
	00065803 13751	05/01/2008	VISIONINT 00007621	VISION INTERNET PROVIDERS, INC. PIO CITY WEBSITE REDESIGN	11,501.00
				Check Total	11,501.00
	00065804 5015020	05/01/2008	WHITECAPC 00007314	WHITE CAP CONSTRUCTION SUPPLY PA CONSTRUCTION SUPPLIES	10.78
				Check Total	10.78
				<b>January - March, 2008</b>	
	00065805 28143 28361 28448	05/01/2008	ZEI 00007612 00007612 00007612	ZEISER KLING CONSULTANTS, INC. CD GEOTECHNICAL REVIEW CD GEOTECHNICAL REVIEW CD GEOTECHNICAL REVIEW	110.00 810.00 821.00

Agenda Item No. 9

5/20/08

## Check Register

ALL Data

Arranged by:  
Check Number

Direct						
Dep.	Check Number	Check Date	Vendor ID	Vendor Name		
	Invoice	Invoice Date	PO Number	PO Date	Description	Amount
<b>Checks Printed</b>						
	00065805	05/01/2008	ZEI		ZEISER KLING CONSULTANTS, INC.	
	28449		00007612	01/17/2008	CD GEOTECHNICAL REVIEW	889.50
	28450		00007612	01/17/2008	CD GEOTECHNICAL REVIEW	1,018.75
	28451		00007612	01/17/2008	CD GEOTECHNICAL REVIEW	952.50
	28639		00007466	07/12/2007	ES GEOTECHNICAL ENG. REVIEW	1,717.50
					Check Total	6,319.50
					<b>Total of Checks Printed:</b>	<b>211,125.18</b>
					<b>Report Total:</b>	<b>211,125.18</b>

Agenda Item No. 9  
5/20/08



**CITY OF DANA POINT**  
**AGENDA REPORT**

Reviewed By:	
DH	<u>X</u>
CM	<u>X</u>
CA	—

**DATE: MAY 20, 2008**

**TO: CITY MANAGER/ HONORABLE MAYOR AND CITY COUNCIL**

**FROM: KEVIN EVANS, DIRECTOR OF COMMUNITY SERVICES AND PARKS**

**SUBJECT: APPROVE AMENDMENT NO. 12 TO CONTRACT AGREEMENT NO. C-8-0370 WITH ORANGE COUNTY TRANSPORTATION AUTHORITY TO PROVIDE SENIOR TRANSPORTATION SERVICES TO THE DEL OBISPO COMMUNITY/SENIOR CENTER THROUGH JUNE 30, 2009**

**RECOMMENDED ACTION:**

That the City Council approve Amendment No. 12 to the existing Agreement No. C-8-0370 with Orange County Transportation Authority (OCTA) for senior transportation to the Del Obispo Community/Senior Center through June 30, 2009 and authorize the City Manager to execute the agreement.

**BACKGROUND:**

The City received Amendment No. 12 to Agreement No. C-8-0370 from OCTA to extend the existing senior transportation services through June 30, 2009. The current contract extension, Amendment No. 11 was last amended on June 19, 2007 and expires on June 30, 2008. In order to continue with the program, it requires City Council approval of the contract amendment.

On July 1, 1998, the City Council approved an agreement with OCTA to provide senior transportation services to the nutrition site located at the Del Obispo Community/Senior Center for FY1998–99. Since then, the agreement has been amended eleven times either to extend the term or to add additional ridership.

**DISCUSSION:**

The City received Amendment No. 12 to Agreement No. C-8-0370 from OCTA to provide senior transportation through June 30, 2009. The current Amendment No.11 is scheduled to expire on June 30, 2008. Agreement C-8-0370 is a twelve month agreement to purchase transportation services from OCTA and the Area Agency on Aging (AAA) to provide senior transportation services to the Del Obispo Community/Senior Center. The fees are based on \$9.31 per Vehicle Service Hour (VSH) not to exceed an annual amount of \$5,120.50 with a total estimated ridership of

2,320 participants through June 2009. The cost for the senior transportation service is a shared expense with OCTA, AAA, and the City. The City's portion of the transportation fees are calculated on \$9.31 per Vehicle Service Hour (VSH), the same as the current amount not to exceed an annual amount of \$5,120.50, based on an estimated ridership of 2,320 for FY2008-09.

The City is only billed for the actual VSH used during the billing period. It is anticipated that the actual VSH will be less than the maximum allocation noted above.

**NOTIFICATION/FOLLOW-UP:**

The Orange County Transportation Authority

Area Agency on Aging

South County Senior Services

**STRATEGIC PLAN:**

In compliance with the Strategic Plan Initiative to promote cultural arts and human services, this amendment will provide round-trip transportation to seniors attending the weekly congregate meal program.

**FISCAL IMPACT:**

The FY2008-09 budget includes specific funding adequate to cover the cost of this service.

**ALTERNATIVE ACTIONS:**

1. Provide direction to Staff on other alternatives identified by City Council.

**ACTION DOCUMENTS:**

**PAGE**

A. <a href="#">OCTA AMENDMENT</a> .....	3
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**SUPPORTING DOCUMENTS:**

None



**ACTION DOCUMENT A**

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**AMENDMENT NO. 12 TO  
AGREEMENT NO. C-8-0370**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**THE CITY OF DANA POINT**

**THIS AMENDMENT NO. 12** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the Orange County Transportation Authority ("AUTHORITY") and the City of Dana Point ("CITY").

**WITNESSETH:**

**WHEREAS**, by Agreement No. C-8-0370 dated July 1, 1998, as last changed by Amendment No. 11 dated June 29, 2007, AUTHORITY and CITY entered into a contract for CITY to purchase transportation services from AUTHORITY for the purposes of providing a means for seniors to participate in the Office on Aging (OoA) senior nutritional program; and

**WHEREAS**, both parties have agreed to extend this Agreement for up to twelve (12) months or until the start date of CITY's Senior Mobility Program, to continue senior transportation services; and

**WHEREAS**, CITY agrees to pay AUTHORITY \$9.31 per Vehicle Service Hour at an amount not to exceed \$5,120.50; and

**WHEREAS**, this Amendment No. 12 is contingent and solely based upon execution of Agreement No. C-8-0224 between the OoA and the AUTHORITY; and

**WHEREAS**, AUTHORITY desires to adjust the CITY's Scope of Work to reflect CITY's budgeted amount for the period July 1, 2008 through June 30, 2009 and revise the estimated number of trips; and

**WHEREAS**, AUTHORITY's Board of Directors has reviewed and approved this Amendment No. 12 on April 14, 2008;

/

**AMENDMENT NO. 12  
AGREEMENT NO. C-8-0370**

1           **NOW THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY that  
2 Agreement No. C-8-0370 is hereby amended in the following particulars only:

3           1. Amend **ARTICLE 8. TERM OF AGREEMENT**, Page 4 of 6, as last changed by  
4 Amendment No. 11, to delete in its entirety and in lieu thereof insert the following:

5                       "This Agreement shall commence July 1, 1998, and shall continue in full force and effect  
6 through June 30, 2009, unless earlier terminated or extended as provided in this Agreement."

7           2. Amend **ARTICLE 9. PAYMENT**, Page 4 of 6, as last changed by Amendment No. 11,  
8 to delete paragraph A in its entirety and in lieu thereof insert the following:

9                       "A. For services provided by AUTHORITY for the period July 1, 2008  
10 through June 30, 2009, CITY shall pay AUTHORITY the amount of Nine  
11 Dollars and Thirty-One Cents (\$9.31) per Vehicle Service Hour at an  
12 amount not-to-exceed Five Thousand, One Hundred Twenty Dollars and  
13 Fifty Cents (\$5,120.50)."

14           3. Amend Exhibit A "Scope of Work", as last changed by Amendment No. 11, to delete  
15 paragraph 11 in its entirety and in lieu thereof insert the following:

16                       "11. The CITY has budgeted \$5,120.50 for the period July 1, 2008 through  
17 June 30, 2009. The service provided to the center(s) shall not exceed  
18 this amount. The estimated number of trips for all centers from July 1,  
19 2008 through June 30, 2009 is 2,008. The AUTHORITY does not  
20 guarantee that all budgeted trips will be provided."

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AMENDMENT NO. 12  
AGREEMENT NO. C-8-0370

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The balance of said Agreement remains unchanged.

Upon execution by both parties, this Amendment No. 12 shall be made effective July 1, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 12 to Agreement No. C-8-0370 to be executed on the date first above written.

THE CITY OF DANA POINT

ORANGE COUNTY TRANSPORTATION AUTHORITY

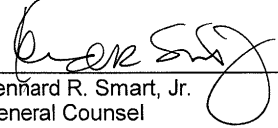
By \_\_\_\_\_  
Doug Chotkevys  
City Manager

By \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Kathy Ward  
City Clerk

By \_\_\_\_\_  
  
Kennard R. Smart, Jr.  
General Counsel

APPROVED AS TO FORM:

APPROVED: 

By \_\_\_\_\_  
Patrick Munoz  
City Attorney

By \_\_\_\_\_  
Beth McCormick  
General Manager, Transit

Date: \_\_\_\_\_



**CITY OF DANA POINT  
AGENDA REPORT**

Reviewed By:	
DH	<u>  x  </u>
CM	<u>  x  </u>
CA	<u>    </u>

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**DATE:           MAY 20, 2008**

**TO:             CITY MANAGER / HONORABLE CITY COUNCIL**

**FROM:          MIKE KILLEBREW, DIRECTOR OF ADMINISTRATIVE SERVICES**

**SUBJECT:       AGREEMENT FOR DISTRICT ATTORNEY PROSECUTION SERVICES**

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**RECOMMENDED ACTION:**

That the City Council approve a five-year agreement with the District Attorney's Office of Orange County to provide prosecution services for Municipal Code violations for the City of Dana Point.

**DISCUSSION:**

The City of Dana Point has had an agreement for prosecution services with the Orange County District Attorney's Office since 1989. Although the agreement has been in effect since incorporation, the City has most recently been utilizing our own City Attorney's office to handle Municipal Code violation prosecutions.

The agreement with the County of Orange to provide prosecution services for violation of the City's ordinances in the municipal courts will expire on June 30, 2008 and should be renewed. Pursuant to Government Code §51302, the agreement period may not be extended beyond five years without approval of both parties.

The agreement for Prosecution Services is advantageous to the City because it allows our utilization of the District Attorney's Office, at very reasonable fees, for Municipal Code violation prosecution. However, the agreement does not require nor mandate that we utilize these services. This "no lose" agreement gives us the ability to utilize the District Attorney's Office, but does not penalize, or charge us for using the City Attorney's office instead.

Action Document A is the proposed agreement for prosecution services that, if approved, would extend the contract for prosecution services to June 30, 2013. The agreement provides the same level of service as the previous agreement. The most significant change involves the cost of prosecution services. The referral fees increased by \$103.00, from \$99.00 to \$202.00 per referral. Additional prosecution fees increased that same amount per additional prosecution. Special costs to process citation appeals increased by \$41.00 per hour, from \$86.00 to \$127.00 per hour. The clerk fees associated with the appeals increased by \$24.00, from \$52.00 to \$76.00 per hour.

At this time, the City Attorney’s office will continue to be utilized for Municipal Code violation prosecutions. Staff continues to pursue creative options for utilizing District Attorney staff for Municipal Code violation prosecutions, while maintaining quality service, a high success rate and reduced spending. Staff firmly believes that the assertive City Attorney prosecution techniques utilized by the City in the past have contributed to our success in municipal code enforcement, law enforcement and community quality of life.

**FISCAL IMPACT:**

None. Should any services be utilized by the District Attorney’s Office, funding already exists in the adopted FY2008-09 Budget.

**ACTION DOCUMENT:**

**PAGE #**

A. [Agreement for Prosecution Services](#).....3

**ACTION DOCUMENT A****AGREEMENT FOR PROSECUTION SERVICES**

THIS AGREEMENT, made and entered into by and between the COUNTY OF ORANGE, CALIFORNIA, a political subdivision of the State of California and a body politic and corporate (hereinafter designated as "COUNTY", and the City of DANA POINT, a municipal corporation, located in the County of Orange (hereinafter designated as "CITY").

**WITNESSETH**

In consideration of the terms, covenants, conditions, and promises to be kept, performed and observed by the parties, hereto, it is agreed as follows:

1. COUNTY, through its District Attorney and deputies, officers and employees of his department, shall render to CITY such services as may be required to prosecute violation of CITY's ordinances in the courts.
2. For the purpose of performing said functions, COUNTY shall provide all staffing and supervision necessary to maintain the services to be rendered hereunder.
3. The final authority for rendition of services, standards of performance, and other matters incident to the performance of such services and the control of COUNTY personnel shall remain in COUNTY. The District Attorney shall have the sole exclusive authority to determine whether a criminal complaint shall be filed and the conduct of legal proceedings with respect to any suspected violations of the CITY criminal ordinances and with respect to any additional prosecutions handled by the District Attorney for CITY.
4. CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder or any liability other than that provided for by this Agreement. Except as herein otherwise specified, CITY shall not be liable for compensation or indemnity to any COUNTY employee for any injury or sickness arising out of his employment.
5. COUNTY, its officers, agents and employees shall not be deemed to have assumed any liability for the negligence of CITY or any of its officers or employees; and CITY

shall hold COUNTY, its officers and employees harmless from any and all claims for damages resulting therefrom.

6. Both CITY and COUNTY shall hold each other harmless from liability for acts or omissions of the other.

7. (a) Referrals for Complaints. CITY may refer suspected violations of its criminal ordinances to the District Attorney for a determination as to whether a criminal complaint should be filed.

CITY agrees to pay COUNTY the sum of two hundred two dollars (\$202.00) for each referral, without regard to the issuance of a complaint. As used herein, a "referral" means an occurrence constituting an alleged violation of one or more CITY ordinances by one person. CITY will provide investigation, reports, copies of its ordinances, and additional evidence as requested by the District Attorney. In cases where prosecution is authorized by the District Attorney, the District Attorney will draft and prepare the complaint. When "not guilty" pleas are entered on such complaints, the District Attorney will prosecute such cases through trial without further charge, except as provided in Paragraph 7(c) herein.

(b). Additional Prosecution. The District Attorney will prosecute CITY citations for animal control violations with no charge to CITY. Trials on other CITY citations and trials on CITY complaints not issued pursuant to Paragraph 7(a) above will not be tried by the District Attorney without the consent of the Assistant District Attorney in charge of the branch serving the judicial district in which CITY is located. The District Attorney has the right to determine that special ordinances of exclusively local concern should be prosecuted by the city attorney. Except as provided in Paragraph 7 (c) below, CITY agrees to pay COUNTY two hundred two dollars (\$202.00) for each prosecution of a CITY citation ( other than animal control violations) and each prosecution of a CITY complaint not issued pursuant

to Paragraph 7(a). As used herein, "prosecution" means the District Attorney's appearance in Court after witnesses are subpoenaed on the first setting for one Defendant's trial. Where CITY asks the District Attorney to request dismissal before subpoenas have been issued, no charge will be made. As prosecutor, the District Attorney has the right to control the disposition of all complaints, trials, and appeals herein described in accordance with the duties of his office. CITY will provide investigation, reports, citations, copies of its ordinances, and additional evidence necessary for trial as requested by the District Attorney.

(c) Special Costs. CITY may request the District Attorney to file, answer, and litigate appeals of convictions of violations of CITY's ordinances. CITY agrees to pay COUNTY for such services on appeals the sum of one hundred twenty seven dollars (\$127.00) per hour of attorney time and seventy six dollars (\$76.00) per hour of clerical support's time. In addition to charges described in paragraphs 7(a) and 7(b) herein, CITY agrees to pay COUNTY for all time, including preparation spent in prosecutions in excess of one day, at the rate specified in this paragraph.

(d) The above rates shall be reviewed annually by COUNTY's Auditor-Controller and, if it is determined that a change in the rate is necessary to reflect change in costs to COUNTY, COUNTY shall notify CITY of such change prior to June 30<sup>th</sup>, and the change shall become effective the following July 1<sup>st</sup>.

8. Within ten (10) days following the end of each calendar quarter, COUNTY shall render to CITY a statement of the cost of services performed under this Agreement, and CITY shall pay COUNTY therefore within twenty (20) days after receipt of such statement. Such statement shall consist of the number of referrals for complaints, additional prosecution, and itemized special costs. If such payment is not received by COUNTY within thirty (30)



days after rendition of billing, COUNTY may satisfy such indebtedness from any funds of CITY on deposit with COUNTY without giving further notice to CITY of COUNTY's intention to do so.

9. Upon execution of this Agreement, CITY shall provide two (2) copies of its municipal ordinances to the District Attorney. CITY will further provide the District Attorney with complete details on any additions, deletions, or corrections to the municipal ordinances that may occur during the term of this Agreement.

10. This Agreement shall continue in full force and effect for a five-year period, commencing July 1, 2008 and terminating on June 30, 2013, provided that either party may terminate upon thirty (30) days' written notice. All compensation for services rendered shall be paid regardless of termination or expiration of this Agreement. Termination of this Agreement shall not affect the duties of the parties already initiated that extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be executed by the Chairman of its Board of Supervisors and Attested by the Clerk of said Board, and CITY has caused this Agreement to be executed by its Mayor and attested by the City Clerk on the dates set opposite their respective signatures.

Dated: \_\_\_\_\_, 2008

“COUNTY”

COUNTY OF ORANGE, a political subdivision of the State of California

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF BOARD

By \_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
DARLENE J. BLOOM  
Clerk of the Board of Supervisors  
Of Orange County, California

APPROVED AS TO FORM:

BENJAMIN P. DE MAYO, COUNTY COUNSEL

By Michael A. Hunt, Deputy

Dated: \_\_\_\_\_, 2008

Dated: \_\_\_\_\_, 2008

“CITY”

CITY OF DANA POINT

\_\_\_\_\_  
A municipal corporation

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

## CITY OF DANA POINT

## AGENDA REPORT

Reviewed By:	
DH	<u>X</u>
CM	<u>X</u>
CA	___

**DATE: MAY 20, 2008**

**TO: CITY MANAGER/CITY COUNCIL**

**FROM LT. MARK LEVY, CHIEF OF POLICE SERVICES**

**SUBJECT: ADOPTION OF A RESOLUTION DESIGNATING 34255 PACIFIC COAST HIGHWAY, DANA POINT, CALIFORNIA AS A NO ROLLERSKATING, SKATEBOARDING OR BICYCLING AREA**

**RECOMMENDED ACTION:**

That the City Council adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, DESIGNATING 34255 PACIFIC COAST HIGHWAY, DANA POINT, CALIFORNIA, AS A NO ROLLERSKATING, SKATEBOARDING OR BICYCLING AREA.

**ISSUES:**

A request has been submitted from the property owner at 34255 Pacific Coast Highway to have the property posted for no rollerskating, skateboarding and bicycling. Chapter 4.02 of the Municipal Code provides the authority for the City Council to designate certain areas as No Rollerskating, Skateboarding or Bicycling Areas.

**BACKGROUND:**

At the January 22, 1991 meeting, the City Council adopted Ordinance #91-2, adding Chapter 4.02 to the Dana Point Municipal Code, "Rollerskating, Skateboarding and Bicycling Prohibited in Certain Designated Areas". The ordinance permits the City Council, by resolution, to designate private or public property as a no rollerskating, skateboarding or bicycling area. A copy of the Municipal Code Chapter is provided as Supporting Document B.

For private property, if the property is occupied by tenants of the owner, the ordinance requires the owner to submit a written petition of application by a majority of the tenants on the property supporting this designation. The application shall also contain the written consent of the property owner.

**DISCUSSION:**

The property at 34255 Pacific Coast Highway is a commercial property and is owned and managed by L.A.R.D. Investments, L.P. It is they who have requested the prohibition of rollerskating, skateboarding and bicycling. There are sixteen tenants at the property, and twelve of them have signed the petition to prohibit rollerskating, skateboarding and bicycling at 34255 Pacific Coast Highway. The request has been made due to concerns for safety and property damage. Please see Supporting Document C, for a copy of the initial request from the property owner.

**NOTIFICATION/FOLLOW-UP:**

The property owner has been notified of the City Council consideration of this item by email and telephone correspondence between Dana Point Police Services Administrative Sergeant and L.A.R.D. Operations Manager, Kathrina Buhalis. Please see Supporting Document D for documentation.

**FISCAL IMPACT:**

None. The property owner is responsible to acquire and to install the signs in accordance with the provisions of the Municipal Code.

**ALTERNATIVE ACTIONS:**

1. The City Council may determine that the requested signs are not needed.
2. Other alternatives as identified by the City Council.

**ACTION DOCUMENTS:**

**PAGE #**

A. <a href="#">Resolution 08-05-20-XX Designating a No Rollerskating, Skateboarding or Bicycling area at 34255 Pacific Coast Highway</a> .....	3
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**SUPPORTING DOCUMENTS:**

B. <a href="#">Municipal Code Chapter 4.2</a> .....	5
C. <a href="#">March 31st, 2008 Letter from the Property Manager</a> .....	8
D. <a href="#">May 13th, 2008 Notification Letter</a> .....	11
E. <a href="#">Signed Petitions</a> .....	12

**ACTION DOCUMENT A**

**RESOLUTION NO. 08-05-20-XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, DESIGNATING 34255 PACIFIC COAST HIGHWAY, DANA POINT, CALIFORNIA, AS A NO ROLLERSKATING, SKATEBOARDING OR BICYCLING AREA.**

WHEREAS, Chapter 4.02 of the Dana Point Municipal Code entitled "Rollerskating, Skateboarding, and Bicycling Prohibited in Certain Designated Areas", provides for the regulation of certain activities on private property upon the adoption of a resolution by City Council; and

WHEREAS, Chapter 4.02 requires that the application shall contain written consent of the property owner; and,

WHEREAS, the property owner and tenants of 34255 Pacific Coast Highway have submitted the required written application; and,

WHEREAS, the Director of Public Works and Engineering Services/City Engineer has determined that 34255 Pacific Coast Highway is used primarily as a business and is considered a commercial property; and,

WHEREAS, the Director of Public Works and Engineering Services/City Engineer recommends that City Council adopt a resolution designating 34255 Pacific Coast Highway a no rollerskating, skateboarding or bicycling area,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dana Point does hereby resolve, order and determine as follows:

1. That 34255 Pacific Coast Highway, Dana Point, California be designated a No Rollerskating, Skateboarding or Bicycling area pursuant to the provisions of the Dana Point Municipal Code, Chapter 4.02.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2008.

\_\_\_\_\_  
JOEL BISHOP, MAYOR

ATTEST:

\_\_\_\_\_  
Kathy Ward, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF DANA POINT )

I, Kathy Ward, City Clerk of the City of Dana Point, California, hereby certify that the foregoing is a true and correct copy of Resolution 08-05-20\_\_ adopted by the City Council of the City of Dana Point, California, at a regular meeting thereof held on the 20th day of May, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Kathy Ward, City Clerk

**SUPPORTING DOCUMENT B – Municipal Code**

4.02.010

**Chapter 4.02****ROLLERSKATING, SKATEBOARDING, AND BICYCLING  
PROHIBITED IN CERTAIN DESIGNATED AREAS****Sections:**

- 4.02.010** Definitions.
- 4.02.012** General Prohibition.
- 4.02.014** Designation of Public Property as No Rollerskating, Skateboarding, or Bicycling Area.
- 4.02.016** Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.
- 4.02.018** Posting of Signs Required, Contents.
- 4.02.020** Fees Set by Resolution.
- 4.02.022** Penalties.
- 4.02.024** Exemption From the Provisions of this Chapter.

**4.02.010 Definitions.**

For the purpose of this Chapter, the following words shall have the meanings ascribed below:

- (a) "Business District" shall be defined as designated in Section 235 of the California Vehicle Code.
- (b) "Private Property" shall mean any property held by private interests which is used primarily for business, commercial, or recreational purposes.
- (c) "Public Property" shall mean any property owned or maintained by the City of Dana Point.
- (d) "Rollerskate" shall mean any footwear, or device which may be attached to the foot or footwear, to which wheels are attached and such wheels may be used to aid the wearer in moving or propulsion.
- (e) "Skateboard" shall mean a board of any material, which has wheels attached to it and which is propelled or moved by human, gravitational, or mechanical power, and to which there is not fixed any device or mechanism to turn or control the wheels. (Added by Ord. 91-2, 1/22/91)

**4.02.012 General Prohibition.**

It shall be unlawful and subject to punishment in accordance with Section 4.02.022 of this Chapter, for any person utilizing or riding upon rollerskates, bicycles, skateboards, 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, etc., area. (Added by Ord. 91-2, 1/22/91)

**4.02.014 Designation of Public Property as No Rollerskating, Skateboarding, or Bicycling Area.**

The City Council may, upon review and recommendation by the City Engineer, designate any

## 4.02.014

public roadway, sidewalk, or other public property as a no rollerskating, skateboarding, bicycling, etc. area. The City Council shall designate such area by Resolution and order the posting of appropriate signage in accordance with Section 4.02.018 of this Chapter. (Added by Ord. 91-2, 1/22/91)

**4.02.016 Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.**

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, etc., area. The City Council may so designate this private property subject to the following:

(a) If the property is owner/occupied property, the property owner shall submit a written petition of application requesting a designation of a no rollerskating, skateboarding, or bicycling area.

(b) If the property is occupied by tenants of the owner, then the tenants shall submit a written petition of application by a majority of the tenants on the property supporting a designation of a no rollerskating, skateboarding, or bicycling area and the application shall also contain the written consent of the property owner.

(c) The City Clerk shall cause notice of City Council consideration of this application to be mailed to all tenants in the subject private property as well as to the owner at least five (5) days prior to City Council consideration.

The City Council may approve or deny the request for designation of the no rollerskating, skateboarding, bicycling, etc., area. (Added by Ord. 91-2, 1/22/91)

**4.02.018 Posting of Signs Required, Contents.**

Prior to the enforcement of the prohibition of rollerskating, skateboarding, bicycling, etc., the area so designated shall be posted with signs which provide substantially as follows:

“Rollerskating, skateboarding, bicycling, etc., is prohibited by Dana Point Municipal Code Section 4.02.012. Any violation is punishable by a fine of \$25.00 for a first offense.”

Such prohibition shall apply to the property or area so designated once posted in plain view at all entrances to the property or area, and on signs which are not less than 17 by 21 inches in size with lettering not less than one inch in height. (Added by Ord. 91-2, 1/22/91)

**4.02.020 Fees Set by Resolution.**

The City Council, may by Resolution, establish fees for the receipt and processing of applications and petitions for no rollerskating, skateboarding, bicycling, etc., areas. In addition, the City Council may, by Resolution, establish fees sufficient to cover the costs of developing, printing, and posting the areas designated pursuant to this Chapter. (Added by Ord. 91-2, 1/22/91)

**4.02.022 Penalties.**

Any violation of this Chapter is deemed an infraction, punishable by a fine of Twenty-Five Dollars, (\$25.00). A second violation of this Chapter shall be punishable by a fine of Fifty Dollars,



4.02.022

(\$50.00), and a third and subsequent violation shall be deemed a misdemeanor punishable in accordance with Sections 1.01.200 to 1.01.230 of this Code. (Added by Ord. 91-2, 1/22/91)

**4.02.024 Exemption From the Provisions of this Chapter.**

Any devices designed, intended, and used solely for the transportation of infants, the handicapped, or incapacitated persons, or devices designed, intended, and used for the transportation of merchandise to and from the place of purchase and other wheeled devices, when being used for either of these purposes, shall be exempt from the provisions of this Chapter. Furthermore, the City Council may, by Resolution, suspend the enforcement of the provisions of this Chapter to accommodate special events when so requested by the event organizer. (Added by Ord. 91-2, 1/22/91)

**SUPPORTING DOCUMENT C – Letter from Property Owner**

INVESTMENTS, L.P.

Page 1 of 3

March 31<sup>st</sup>, 2008

Mr. Joel Bishop, Mayor  
City of Dana Point  
33282 Golden Lantern  
Dana Point, CA 92629

*Sent Via E-mail ([jbishop@danapoint.org](mailto:jbishop@danapoint.org)) and Via Standard USPS Mail*

Regarding: Dana Bluffs Shopping Center  
34255 Pacific Coast Highway  
Dana Point, CA 92629

Dear Mayor Bishop,

As an elected official of Dana Point, I know you share my commitment to ensuring the safety and quality of life for the City's residents, businesses, and visitors. Those fortunate enough to live or work within the City's boundaries are proud of its reputation as a safe, clean, and beautiful seascape.

My firm proudly owns two properties on Pacific Coast Highway; the Dana Bluffs Shopping Center at 34255 PCH, and Pacific Palm Plaza at 34241 PCH. Our shopping centers are home to such tenants as It's A Grind Coffee, Subway, Chronic Tacos, Fast Frames, Juice Stop, and Fitness Together, as well as many long-established local credit tenants including Lisa Marie Skin Care, Salon Rouge, US Ocean Safety, Colors of the Wind, and Dana Point Physical Therapy. Our twenty-one tenants and their thousands of customers are a familiar and integral part of the City of Dana Point.

As property owners, our primary focus is on the safety and satisfaction of our tenants and their clientele. In recent months, we have experienced increasing crime and property damage at both of our locations.

We have seen an increase in graffiti, as well as damage to our elevator and woodwork. We have also received reports from our tenants of drug deals transpiring on our roof-top parking. At our Pacific Palm Plaza location we have had an on-going issue with trespassing and property damage by a group of homeless individuals. We have worked closely with both Deputy Kajfasz and Deputy John Good, and seem to have this problem at bay for the time being with newly posted "no trespassing" signs and a list of authorized agents we have provided to the City to identify these individuals for citation and removal.



## INVESTMENTS, L.P.

Page 2 of 3

These officers have been incredibly helpful in making suggestions to combat these issues, and have been very responsive to my requests. However, we have an ongoing problem that I am requesting the City's assistance in combating.

As I am sure you are aware, skateboarding is one of the leading causes in property damage. Not only is the presence of skateboarders disruptive to customers, but it also poses a threat to their safety. We have had numerous reports of "near misses" from customers who have barely escaped injury from a skateboarder jumping our stairs or railings. Nearly every day I receive complaints from tenants whose customers report rude comments, gestures, and threatening maneuvers from people illegally skateboarding on our properties (more commonly at the Dana Bluffs Shopping Center).

We have posted signs throughout the property with the wording required by the City. We have added 300-pound planters in hopes of discouraging skateboarders from jumping the steps – they have simply torn out the plants and broken the pots. Nothing seems to be a deterrent. In the wake of skateboarders "just having a good time," we have suffered thousands of dollars in property damage. Our once-pristine PCH property has been reduced to broken and worn concrete, ruined concrete coating and sealant, damaged tables, chairs, wood railings, and destroyed landscaping. Customers no longer want to spend their time here, for fear of disturbance by skateboarders.

Our tenants call the police whenever skateboarders are present, but are beginning to question the effectiveness of doing so when the response time is so slow. By the time officers arrive, the skateboarders are typically gone. We know that the City's police force has many more pressing issues than immediate response to skateboard complaints. However, perhaps the need for police involvement would be reduced if the City were to take a firm stance against illegal skateboarding by increasing penalties and by both publicizing and vigorously enforcing the consequences.

The current fine of \$25.00 does nothing to deter skateboarders. We respectfully request that you and the council members strongly consider increasing penalties for skateboarding in areas where signs specifically prohibit the act (including private properties). We would like to see increased penalties for repeat offenders, and also the confiscation of the skateboard for a period of no less than one hundred and twenty (120) days on the first offense.

I would appreciate the opportunity to meet with you or a representative from the City of Dana Point to discuss how we can work together to find a solution to these problems.



INVESTMENTS, L.P.

Page 3 of 3

We value our relationship with the City of Dana Point and our property ownership therein, and hope we can resolve this matter as quickly as possible.

Thank you for your consideration.

Respectfully,

*Kathrina Buhalis*

Kathrina Buhalis  
Director of Real Estate Operations  
L.A.R.D. Investments, L.P.  
(562) 293-4219 direct  
(562) 293-4218 facsimile  
[kathrina@LARDinvestments.com](mailto:kathrina@LARDinvestments.com)

CC: *All sent via standard USPS mail and via e-mail*

Dana Point Police Services  
33282 Golden Lantern, Suite 140  
Dana Point, CA 92629

Lisa A. Bartlett, Mayor Pro Term  
33282 Golden Lantern  
Dana Point, CA 92629  
[lbartlett@danapoint.org](mailto:lbartlett@danapoint.org)

Lara Anderson, Council Member  
33282 Golden Lantern  
Dana Point, CA 92629  
[landerson@danapoint.org](mailto:landerson@danapoint.org)

Diane L. Harkey, Council Member  
33282 Golden Lantern  
Dana Point, CA 92629  
[landerson@danapoint.org](mailto:landerson@danapoint.org)

Steven H. Weinburg, Council Member  
33282 Golden Lantern  
Dana Point, CA 92629  
[sweinburg@danapoint.org](mailto:sweinburg@danapoint.org)

Lieutenant Mark Levy, Chief of Police  
33282 Golden Lantern  
Dana Point, CA 92629  
[mlevy@danapoint.org](mailto:mlevy@danapoint.org)

**SUPPORTING DOCUMENT D – Notification Letter**

May 5, 2008

Ms. Kathrina Buhalis  
Operations Manger  
L.A.R.D. Investments, L.P.  
13635 Freeway Drive  
Santa Fe Springs, CA. 90670

**Re: Rollerskating, Skateboarding or Bicycling Request at  
34255 Pacific Coast Highway**

Dear Ms. Buhalis:

Your request to designate 34255 Pacific Coast Highway as a No Rollerskating, Skateboarding or Bicycling area has been agendized for the May 20th, 2008 City Council meeting. It will be a consent calendar item and, unless pulled for discussion by the City Council, a member of the public or staff, the item will be approved in one motion by City Council with other consent calendar items.

Your attendance at the City Council meeting is not required but you are invited to attend. The meeting will start at 6:00 p.m. and is held at the Dana Point City Council Chamber, 33282 Golden Lantern, Dana Point.

If you have any questions, please call my office at (949) 248-3551.

Sincerely,

Sergeant Lynn M. Koehmstedt  
Administrative Sergeant  
Dana Point Police Services

## SUPPORTING DOCUMENT E – Signed Petitions from Tenants



INVESTMENTS, L.P.

Page 1 of 2

May 1, 2008

Sergeant Lynn M. Koehmstedt  
 Administrative Sergeant  
 Dana Point Police Services  
 33282 Golden Lantern  
 Dana Point, CA 92629

*Sent Via DHL Overnight, Tracking Number 53586576945*

Regarding: Dana Point Muncpal Code 4.02.016  
 "Designation of Private Property as a No Skateboarding Area"  
 Dana Bluffs Shopping Center  
 34255 Pacific Coast Highway  
 Dana Point, CA 92629

Dear Sergeant Koehmstedt,

Enclosed, please find signed agreements from the majority of our tenants at the Dana Bluffs Shopping Center in support of naming the Center a skateboard-free zone. Signed originals from the following tenants are included:

Unit	Business Name	Tenant Name	Phone Number
101	Colors of the Wind	Arpi Evans	(949) 443-5483
103/104	Dana Point Cigar & Wine	Craig/Joe Cunningham	(949) 443-3113
105	Moonlight Tanning	Joan/Megan Almieri	(949) 248-1700
107/108	Fitness Together	Debbie Peters/Amy Elder	(949) 488-0005
109	Chronic Tacos	Deborah Adams	(949) 633-8109
110	It's A Grind	Moon Bae	(949) 481-2890
111	Fast Frames	Keith Holden	(949) 240-0800
112	OC Surf N'Sport	Russell Friesen	(949) 481-3386
114	Pacific Acupuncture	Xie Zhang	(949) 489-1911
115	Thai Dara	Udomlux "Mimi" Andrews	(949) 661-1251
116	Lisa Marie Skincare	Robert & Kim Harrison	(949) 488-8062
118	Subway	Jill Scognamiglio	(949) 338-0996

The remaining tenants were not available to meet with us yesterday when we were on-site obtaining signatures, but have assured us that they will return their executed agreements later this week. These remaining tenants include:



## INVESTMENTS, L.P.

Page 2 of 2

Unit	Business Name	Tenant Name
102	Saturn Computer	Dave McMillin
106	Polished/The Nail Spa	Jenny Truong
113	Juice Stop	Ruben & Patricia Sanchez
117	Salon Rouge	Tate Clifton

The tenants who have signed the enclosed agreements do comprise the majority of our tenants, and it is my understanding that a majority is sufficient for your department to begin verifications and drafting of the Agenda Report and Resolution for City Council.

I will look forward to meeting with you and City Council on Tuesday, May 20<sup>th</sup>, 2008 to enact this resolution.

We sincerely appreciate the diligence and consideration you have shown throughout this process. Your guidance and suggestions have been invaluable, and we are sincerely grateful for the personal attention you have given this matter. We are confident that this resolution, in conjunction with the efforts of Dana Point Police Services and our planned improvements, will be successful in resolving the skateboarding problem at the Dana Bluffs Shopping Center.

As always, please do not hesitate to contact me directly should you have any questions or require additional information.

Respectfully,

A handwritten signature in cursive script that reads 'Kathrina Buhalis'.

Kathrina Buhalis  
 Director of Real Estate Operations  
 L.A.R.D. Investments, L.P.  
 (562) 293-4219 direct  
 (562) 293-4218 facsimile  
[kathrina@LARDinvestments.com](mailto:kathrina@LARDinvestments.com)

CC: Mr. Doug Chotkevys  
 Dana Point City Manager  
 33282 Golden Lantern  
 Dana Point, CA 92629

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Arpi Evans dba Colors of the Wind ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 101 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

4.02.016 Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.

(a) This Section shall only be applicable to private properties located within a business district and private properties which are primarily used for commercial or recreational purposes.

(b) An owner of such of private property which is owner/occupier may designate the private property or any specific area within the private property as a no rollerskating, skateboarding, bicycling, or similar devices area by posting the property in accordance with Section 4.02.018.

(c) Tenants which occupy a private property may enter into a written agreement executed by a majority of the tenants on the property and the property owner, which agreement designates the private property or any specified area thereon as a no rollerskates, skateboards, bicycles, or similar device area. The area covered by the agreement shall be posted by the tenants and/or owners in accordance with Section 4.02.018.

(d) This Section shall not impair or abrogate any obligation or right of a party under an agreement, regulation, covenant or other binding document. (Added by Ord. 91-2, 1/22/91; amended by Ord. 07-04, 4/3/07)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

By: LLF, Inc.,  
A California Corporation,  
Its general partner

By: [Signature]  
David Flores, Vice President

Date: 4-28-08

**TENANT:**

Colors of the Wind

By: [Signature]

Print Name: Arpi N. Evans

Title: owner

Date: 4/30/08



**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Craig Cunningham dba Dana Point Cigar and Wine ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Units 103 and 104 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

4.02.016 Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.

(a) This Section shall only be applicable to private properties located within a business district and private properties which are primarily used for commercial or recreational purposes.

(b) An owner of such of private property which is owner/occupier may designate the private property or any specific area within the private property as a no rollerskating, skateboarding, bicycling, or similar devices area by posting the property in accordance with Section 4.02.018.

(c) Tenants which occupy a private property may enter into a written agreement executed by a majority of the tenants on the property and the property owner, which agreement designates the private property or any specified area thereon as a no rollerskates, skateboards, bicycles, or similar device area. The area covered by the agreement shall be posted by the tenants and/or owners in accordance with Section 4.02.018.

(d) This Section shall not impair or abrogate any obligation or right of a party under an agreement, regulation, covenant or other binding document. (Added by Ord. 91-2; 1/22/91; amended by Ord. 07-04, 4/3/07)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership


By: LLF, Inc.,  
A California Corporation,  
Its general partner

By:   
David Flores, Vice President

Date: 4/28-08

**TENANT:**

Dana Point Cigar and Wine

By: 

Print Name: Joe Cunningham

Title: Owner

Date: 4/30/08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Raymond and Joan Almieri dba Moonlight Tanning ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 105 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

4.02.016 Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.

(a) This Section shall only be applicable to private properties located within a business district and private properties which are primarily used for commercial or recreational purposes.

(b) An owner of such of private property which is owner/occupier may designate the private property or any specific area within the private property as a no rollerskating, skateboarding, bicycling, or similar devices area by posting the property in accordance with Section 4.02.018.

(c) Tenants which occupy a private property may enter into a written agreement executed by a majority of the tenants on the property and the property owner, which agreement designates the private property or any specified area thereon as a no rollerskates, skateboards, bicycles, or similar device area. The area covered by the agreement shall be posted by the tenants and/or owners in accordance with Section 4.02.018.

(d) This Section shall not impair or abrogate any obligation or right of a party under an agreement, regulation, covenant or other binding document. (Added by Ord. 91-2, 1/22/91; amended by Ord. 07-04, 4/3/07)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

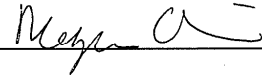
L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

By: LLF, Inc.,  
A California Corporation,  
Its general partner  
  
By: \_\_\_\_\_  
David Flores, Vice President

Date: 4-28-08

**TENANT:**

Moonlight Tanning

By:   
By: \_\_\_\_\_  
Print Name: Megan Almieri  
Name: \_\_\_\_\_  
Title: Owner  
Title: \_\_\_\_\_

Date: 4/30/08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Debbie Peters dba Fitness Together ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Units 107 and 108 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

4.02.016 Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.

- (a) This Section shall only be applicable to private properties located within a business district and private properties which are primarily used for commercial or recreational purposes.
- (b) An owner of such of private property which is owner/occupier may designate the private property or any specific area within the private property as a no rollerskating, skateboarding, bicycling, or similar devices area by posting the property in accordance with Section 4.02.018.
- (c) Tenants which occupy a private property may enter into a written agreement executed by a majority of the tenants on the property and the property owner, which agreement designates the private property or any specified area thereon as a no rollerskates, skateboards, bicycles, or similar device area. The area covered by the agreement shall be posted by the tenants and/or owners in accordance with Section 4.02.018.
- (d) This Section shall not impair or abrogate any obligation or right of a party under an agreement, regulation, covenant or other binding document. (Added by Ord. 91-2, 1/22/91; amended by Ord. 07-04, 4/3/07)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

By: LLF, Inc.,  
A California Corporation,  
Its general partner

By: [Signature]  
David Flores, Vice President

Date: 4/28-08

**TENANT:**

Fitness Together

By: [Signature]

Print Name: Amy Elder

Title: manager

Date: 4/30/08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Deborah Adams dba Chronic Tacos ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 109 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

4.02.016 Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.

(a) This Section shall only be applicable to private properties located within a business district and private properties which are primarily used for commercial or recreational purposes.

(b) An owner of such of private property which is owner/occupier may designate the private property or any specific area within the private property as a no rollerskating, skateboarding, bicycling, or similar devices area by posting the property in accordance with Section 4.02.018.

(c) Tenants which occupy a private property may enter into a written agreement executed by a majority of the tenants on the property and the property owner, which agreement designates the private property or any specified area thereon as a no rollerskates, skateboards, bicycles, or similar device area. The area covered by the agreement shall be posted by the tenants and/or owners in accordance with Section 4.02.018.

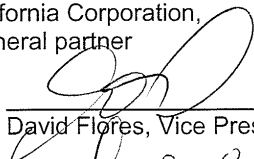
(d) This Section shall not impair or abrogate any obligation or right of a party under an agreement, regulation, covenant or other binding document. (Added by Ord. 91-2, 1/22/91; amended by Ord. 07-04, 4/3/07)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

By: LLF, Inc.,  
A California Corporation,  
Its general partner

By:   
David Flores, Vice President

Date: 4-28-08

**TENANT:**

Chronic Tacos

By: 

Print Name: DEBORAH LYNN ADAMS

Title: OWNER

Date: 4-30-08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Moon Bae dba It's A Grind Coffee House ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 110 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

4.02.016 Designation of Private Property as No Rollerskating, Skateboarding, or Bicycling Area.

(a) This Section shall only be applicable to private properties located within a business district and private properties which are primarily used for commercial or recreational purposes.

(b) An owner of such of private property which is owner/occupier may designate the private property or any specific area within the private property as a no rollerskating, skateboarding, bicycling, or similar devices area by posting the property in accordance with Section 4.02.018.

(c) Tenants which occupy a private property may enter into a written agreement executed by a majority of the tenants on the property and the property owner, which agreement designates the private property or any specified area thereon as a no rollerskates, skateboards, bicycles, or similar device area. The area covered by the agreement shall be posted by the tenants and/or owners in accordance with Section 4.02.018.

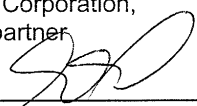
(d) This Section shall not impair or abrogate any obligation or right of a party under an agreement, regulation, covenant or other binding document. (Added by Ord. 91-2, 1/22/91; amended by Ord. 07-04, 4/3/07)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

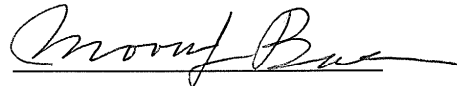
By: LLF, Inc.,  
A California Corporation,  
Its general partner

By:   
David Flores, Vice President

Date: 4-28-08

**TENANT:**

It's A Grind Coffee House

By: 

Print Name: MOON BAE

Title: OWNER

Date: 4/30/08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Keith Holden dba Fast Frame ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 111 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

By: LLF, Inc.,  
A California Corporation,  
Its general partner

By:   
David Flores, Vice President

Date: 4/28-08

**TENANT:**

Fast Frame

By: 

Print Name: KEITH F. HOLDEN

Title: PRESIDENT

Date: 4/30/08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Russell Friesen dba OC Surf N' Sport ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 112 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

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**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

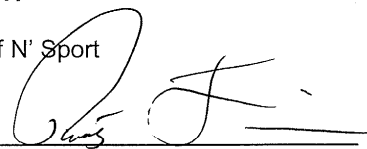
By: LLF, Inc.,  
A California Corporation,  
Its general partner

By:   
David Flores, Vice President

Date: 4-28-08

**TENANT:**

OC Surf N' Sport

By: 

Print Name: Russell Friesen

Title: Owner

Date: 4-30-08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Zhang Xie dba Pacific Acupuncture ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 114 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

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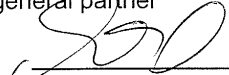
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**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership


By: LLF, Inc.,  
A California Corporation,  
Its general partner

By:   
David Flores, Vice President

Date: 4-20-08

**TENANT:**

Pacific Acupuncture

By: 

Print Name: Zhang Xie

Title: Owner

Date: 4-30-08



**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Udolumux Andrews dba Dara Thai ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 115 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

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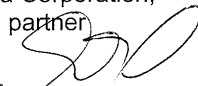
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**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

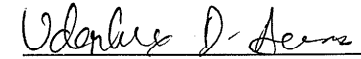
By: LLF, Inc.,  
A California Corporation,  
Its general partner

By:   
David Flores, Vice President

Date: 4-28-08

**TENANT:**

Dara Thai

By: 

Print Name: UDOMLUX ANDREWS

Title: owner

Date: 4/30/08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Robert and Kim Harrison dba Lisa Marie Skincare ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 116 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

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**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

By: LLF, Inc.,  
A California Corporation,  
Its general partner

By: [Signature]  
David Flores, Vice President

Date: 4-28-08

**TENANT:**

Lisa Marie Skin Care

By: Kim Harrison

Print Name: Kim Harrison

Title: owner

Date: 4/30/08

**AGREEMENT TO DESIGNATE PRIVATE PROPERTY AS A NO ROLLERSKATING, SKATEBOARDING, OR BICYCLE AREA**

THIS AGREEMENT, dated May 1<sup>st</sup>, 2008, is hereby made by and between L.A.R.D. Investments, L.P. ("Landlord") and Jill Scognamiglio dba Subway ("Tenant") concerning the property located at 34255 Pacific Coast Highway in the City of Dana Point, CA 92629, more commonly known as The Dana Bluffs Shopping Center ("Center") where Tenant leases space in Unit 118 ("Premises").

WHEREAS Landlord and Tenant desire to designate the entire Center, being Private Property, as an area where rollerskating, skateboarding, bicycling, or similar devices are expressly prohibited, in accordance with Dana Point Municipal Code 4.02.016, Under Title 4, "Miscellaneous Provisions," the text of which is provided below:

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**LANDLORD:**

L.A.R.D. INVESTMENTS, L.P.,  
A California limited partnership

By: LLF, Inc.,  
A California Corporation,  
Its general partner

By: [Signature]  
David Flores, Vice President

Date: 4-28-08

**TENANT:**

Subway

By: [Signature]

Print Name: JILL SCOGNAMIGLIO

Title: OWNER

Date: 4-30-08

## CITY OF DANA POINT

## AGENDA REPORT

Reviewed By:	
DH	X
CM	X
CA	X

---

**DATE: MAY 20, 2008**

**TO: CITY MANAGER/CITY COUNCIL**

**FROM: BRAD FOWLER, DIRECTOR OF PUBLIC WORKS AND  
ENGINEERING SERVICES**

**SUBJECT: AWARD CONTRACT TO UNITED STORM WATER, INC. FOR CATCH  
BASIN FILTER AND CDS UNIT CLEANING AND MAINTENANCE  
SERVICES**

---

**RECOMMENDED ACTIONS:**

That the City Council (1) Award a maintenance services contract to United Storm Water, Inc. for catch basin filter and CDS unit cleaning; (2) authorize up to four, optional two year contract renewals beyond the original two year term of July 1, 2008 – June 30, 2010; and (3) authorize the City Manager to execute the maintenance services contract and future amendments to the Contract.

**BACKGROUND:**

The City currently maintains 762 catch basin filters, four solids removal systems (CDS units) and thirteen storm water diversions by contract. The catch basin filters and CDS units help clean storm water by separating solids and trash from storm drain water before it flows into the ocean. The diversion facilities improve ocean water quality at Dana Point beaches by preventing storm drain water, during the low flow season, into the sewer system for treatment. The City has been successful in reducing pollutant loads to beaches by installing these facilities and maintaining them properly for the past eight years.

In November 2000, the City of Dana Point contracted with United Storm Water, Inc. for catch basin filter cleaning, testing, and disposal of debris. In October 2003, the City Council agreed to expand the scope of work to include the maintenance of solids removal systems (CDS units). In the last eight years, since the approval of the original contract, United Storm Water, Inc. has provided outstanding service and has never raised their rates.

Staff updated the Scope of Work for catch basin filter and CDS unit cleaning and maintenance services and sent out a Request for Proposals in early April 2008. Five

companies responded to the RFP by the May 1, 2008 deadline. The proposal from Revel Environmental Manufacturing, Inc. (REM) was rendered incomplete by Staff because it did not include CDS unit cleaning, hazardous materials disposal, or 24-hour emergency response, which were integral parts of the Scope of Work defined in the RFP. The four remaining responsive bids were submitted as follows:

United Storm Water, Inc.	\$277,930.00
Ocean Blue Environmental Services, Inc.	\$333,050.00
Downstream Services, Inc.	\$443,300.00
Island Environmental Services, Inc.	\$534,450.00

These bids do not include the miscellaneous unit costs to repair/replace catch basin filters, emergency response, emergency hazardous response, transportation of hazardous materials, and certain required sample testing. Staff recommends allowing a 10% contingency to pay for these potentially necessary unit cost items (\$27,793). The total cost of the contract awarded to United Storm Water, Inc. for FY09 would be \$305,723 (\$277,930 in planned maintenance services plus \$27,793 in contingencies).

### **DISCUSSION:**

Following careful review of each proposal, Staff recommends award of contract to United Storm Water, Inc.

United Storm Water, Inc. submitted the most cost competitive proposal. But more importantly, United Storm Water, Inc. has demonstrated their efficiency and ability to properly inspect, clean, test, and dispose of the debris that is collected in the catch basin filters and CDS units. The company typically cleans the catch basin filters four to five times per year, and the CDS units four times per year. United Storm Water, Inc. provides detailed reports showing the amount of debris collected and processed from the 762 installed catch basin filters and four CDS units.

On average, approximately fifty-thousand (50,000) pounds of waste and debris are collected quarterly, totaling over two hundred thousand (200,000) pounds per year. The amount of debris that is collected on an annual basis illustrates the efficiency of these catch basin filters and CDS units in removing trash, sediment, debris and associated pollutants from urban runoff. Protecting ocean water quality in Dana Point requires a reliable contractor like United Storm Water, Inc. to ensure that the filters and other equipment are properly maintained. This excellent service from United Storm Water, Inc. will continue if the recommended action is approved.

### **NOTIFICATION/FOLLOW-UP:**

United Storm Water, Inc.

**STRATEGIC PLAN IMPLEMENTATION:**

This action is in compliance with two Strategic Plan Initiatives: I. Restore and maintain the integrity of our ocean waters and beaches; III. Maintain, modernize and beautify the City's infrastructure and neighborhoods.

**FISCAL IMPACT:**

The FY09 budget for catch basin filter and CDS unit cleaning and maintenance services is \$306,000. No additional funding will be necessary to award the recommended contract.

**ALTERNATIVE ACTIONS:**

- 1. Do not award the contract to United Storm Water, Inc.
- 2. Other action as directed by the City Council

**ACTION DOCUMENTS:**

**PAGE**

A. <a href="#">Catch Basin Filter and CDS Cleaning and Maintenance Services Contract</a> .....	4
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**SUPPORTING DOCUMENTS:**

None

**ACTION DOCUMENT A: Contract Agreement****CITY OF DANA POINT****AGREEMENT FOR CATCH BASIN FILTER AND  
CDS UNIT CLEANING AND MAINTENANCE SERVICES**

**THIS AGREEMENT** is made and effective as of May 20, 2008, between the City of Dana Point, a municipal corporation ("City") and United Storm Water, Inc., a corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2008 and shall remain and continue in effect for a period of two years, unless sooner terminated pursuant to the provisions of this Agreement. Further, the City can extend the term of this Agreement via written amendment up to an additional four two-year extensions for a total term of 8 additional years. Notwithstanding the above, Section 9 of this Agreement shall survive the term of this Agreement. The City Manager has the authority on behalf of the City to approve the four additional two-year option renewals to this original Agreement as outlined above.

2. **SERVICES**

Contractor shall perform the tasks described and set forth in the Scope of Work (Exhibit A), attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor represents it holds the necessary skills and abilities to perform the work as set forth in this Agreement, and City relies upon the skills and abilities of Contractor. Contractor shall perform the work and services under this Agreement in accordance with such heightened standard of work and in accordance with the accepted standards of the professional disciplines involved in the tasks described herein.

4. **CITY MANAGEMENT**

City's City Engineer and Streets and Fleet Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which amend the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) Except as otherwise stated herein, the City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Final payment shall be coordinated and conditioned with completion of the tasks set forth in Exhibit A. This amount shall not exceed three hundred and six thousand dollars per budget year (\$306,000.00/year) for the total term of the Agreement unless additional payment is approved as provided separately in this Agreement ("Total Agreement Amount"). City agrees to potentially increase the payment amount by an amount equal to the Consumer Price Index, Los Angeles-Anaheim-Riverside, All Urban Consumers, All Items (1982-1984=100) ("CPI"), published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor, increases over the Base Index (as hereinafter defined). Every two years upon options mutual agreement. The initial "Base Index" shall be the CPI for May, 2008. Each subsequent Base Index shall be the following May. The Base Index shall be compared with the CPI for the same calendar month for each subsequent year after the Base Index year in order to determine increases, if any, to the payment amount. There is a bi-annual cap on CPI increases of ten percent (10%) each option period (the "Cap") from the previous annual amount.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or his designee and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The Contractor is authorized under this Agreement to perform extraordinary services, and be compensated per said services per the Schedule of Costs, upon written approval by the City Manager or his designee.



(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include the contract amount, invoice amount to date, and balance remaining. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Prior to signing the Agreement, Contractor shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. All of City's monetary obligations set forth in this Agreement are conditioned upon City's receipt of an executed W-9 form from Contractor.

(e) Notwithstanding Contractor's delivery of invoices to City and/or other remedies available to the City, City may retain ten percent (10%) of the payment on each month's invoice, on a cumulative basis, until Contractor has completed all of the tasks set forth in Exhibit A.

(f) Notwithstanding Contractor's delivery of invoices to City and/or other remedies available to the City, if Contractor has not delivered to the City the required certified insurance policies and endorsements within the time required by Section 10(f) (3) of this Agreement, City has the sole discretion to withhold any and all payments to Contractor until Contractor delivers to the City the certified insurance policies and endorsements required by Section 10 of this Agreement.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5.

(c) Except as otherwise provided herein and prior to the termination date of this Agreement, this Agreement may be terminated by written consent of both the City and the Contractor.

7. **DEFAULT OF CONTRACTOR**

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable

written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification

To the fullest extent permitted by law, Contractor shall protect, indemnify, defend and hold harmless City and any and all of its officials, employees, volunteers and agents from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the actions or failure to act of Contractor, its officers, agents, employees or subcontractors, or any entity or individual that Contractor shall bear the legal liability thereof.

(b) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

10. **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of the Work, Contractor shall maintain insurance in conformance with the requirements set forth below. Contractor shall use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All Sections of this Agreement and any provision in City's Request for Proposal and Contractor's submitted proposal are subordinate to and superseded by the requirements contained in this Section to the extent that any provision or portion thereof conflicts with or impairs these requirements or any obligation to or right under or pursuant to these insurance requirements. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability Insurance – Written on the Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.
- (2) Business Auto Coverage –Written on the ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each person.
- (3) Workers' Compensation/Employer's Liability Insurance - Written on a policy form providing workers' compensation statutory benefits as required by the State of California. Employer's Liability limits shall be no less than two millions dollars (\$2,000,000) per accident or disease. Employer's Liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its officers, officials, employees, or agents.

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

(3) Not Used

(c) Deductibles and Self-Insured Retention. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or the Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses or other solutions. Any deductibles in excess of ten percent (10%) or self-insured retention must be approved by the City Manager.

(d) Other Insurance Provisions. The general liability, business auto liability, and any necessary umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

(1) General liability and umbrella policies shall cover the City, its officers, officials, employees, agents, and volunteers are to be covered as insureds or additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. Endorsements including the additional insured shall be identified on standard ISO endorsement number CG 20 10, attached to an ISO-CGL policy with an edition prior to 1992, or other form as expressly approved by City, and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insured's supervision of a given project. In no event shall the Contractor use an additional insured endorsement with an edition date of 1992 or later, absent express written authorization by City. Contractor also agrees to require all contractors and subcontractors to do likewise.

(2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and there shall be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured. Contractor expressly waives any claim against City for any covered act or event, and Contractor's insurance policy shall not prevent such waiver. The limits of insurance required herein shall in no way limit the liability of the party providing the insurance. In addition, if the coverage or limits available to Contractor exceed that required by this Agreement, and the loss incurred by the additional insured exceeds the amount required by this Agreement, it is the parties' intent that all such additional coverage and limits available will apply irrespective of the specific coverage or limits required herein.
- (5) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- (6) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- (7) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
- (8) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party

hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

- (9) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- (10) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- (11) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- (12) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- (13) The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- (14) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- (15) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying

with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(e) Acceptability of Insurers. Insurance is to be placed with insurers authorized and admitted to do business in California and with a current A.M. Best's rating of A or better and a financial size of VII or greater, unless otherwise acceptable to the City.

(f) Verification of Coverage and Notice of Cancellation.

- (1) Contractor shall immediately furnish to City certificates of insurance or endorsements, satisfactory to City, evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates or endorsements shall provide that such insurance is the minimum, is in no way limited by any provision herein, and allows for the application of all coverage available to the additional insureds. Further, the certificates or endorsements shall require thirty (30) days written notice to additional insured City prior to any termination, suspension, cancellation, or non-renewal, or the reduction of available coverage, or any change in the terms of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- (2) Contractor agrees that if Contractor commences work under this Agreement without first providing City copies of the required insurance certificates or endorsements, that Contractor does so at its own and sole risk. In the event Contractor's insurance is not acceptable to City or copies of insurance certificates or endorsements are not provided, City shall have no obligations to compensate Contractor for such work unless Contractor possesses a notice to proceed from City for this work.
- (3) Within sixty (60) days of the commencement of this Agreement, Contractor shall furnish certified copies of the actual policies and endorsements. Failure to submit such policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. If proof of any insurance required under this Agreement is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, City shall have the right but not the duty to obtain any insurance it deems necessary to



protect its interests under this Agreement, express or implied, in any way relating to City. Any premium for such coverage shall be charged to and promptly paid by Contractor or, at City's option, may be deducted from sums due to Contractor.

- (4) In the event of the premature termination of this Agreement for any reason, Contractor agrees to maintain the required insurance coverage until City provides written authorization to terminate the coverage following a review and determination that all liability posed under this Agreement as to the party providing the insurance has been eliminated.
- (5) Except as outlined in Section 10(b) (3) above, Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- (6) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(g) Notice of Claim or Loss. Contractor agrees to provide immediate notice to City of any claim or loss likely to involve City or its employees or agents which exceeds \$2,500 or is likely to exceed that amount arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

(h) Sub-Contractor Insurance Requirements. Contractor agrees to require that all parties, including but not limited to sub-Contractors and additional Contractors or professional services with whom Contractor enters into contracts or whom Contractor hires pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required here, at a minimum. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor acknowledges and agrees that upon

request, all agreements with sub-Contractors and others engaged in the project contemplated by this Agreement will be submitted to City for review. Contractor agrees and acknowledges that such contracts may require modification as to the insurance requirements necessary to properly protect City.

11. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

The Contractor acknowledges and agrees that it shall be required to, and shall be required to cause all of its subcontractors to, pay prevailing wages as required by law in compliance with California Labor Code Section 1720 et seq., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1770 et seq., including but not limited to Labor Code Section 1776, and complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and comply with all regulations and statutory requirements pertaining thereto. The Contractor or subcontractor who fails to pay prevailing wages or to comply with the maximum hours shall be subject to penalties pursuant to Labor Code Sections 1775 and 1813 respectively.

Contractor, as may be requested by the City but not more than once every (60) days during the construction of the Project, shall periodically submit to the City a certified and completed Public Works Payroll Reporting Form as published by the California Department of Industrial Relations, Division of Labor Standards Enforcement. In addition to any other Contractor indemnifications of the City set forth in this Agreement, the Contract shall indemnify, defend, and hold the City and the City personnel harmless from and against any liability, loss, damage, cost or expenses (including reasonable attorneys' fees, expert witness fees, and court costs) arising from the failure of the Contractor or its subcontractors to pay the applicable prevailing wages in accordance with applicable law.

13. **UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Dana Point in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Dana Point will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-Contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-Contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:                      City of Dana Point  
                                      33282 Golden Lantern  
                                      Dana Point, California 92629  
                                      Attention: Public Works Department

To Contractor:            United Storm Water, Inc.  
                                      Ramon Menjivar, Project Manager  
                                      14000 E. Valley Blvd.  
                                      City of Industry, CA 91746

17. **ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only United Storm Water, Inc. shall perform the services described in this Agreement.

United Storm Water, Inc. may use assistants, under its direct supervision, to perform some of the services under this Agreement. Contractor shall provide City fourteen (14) days' notice prior to the departure of United Storm Water, Inc. from Contractor's employ. Should he/she leave Contractor's employ, the City shall have

the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

18. **LICENSES**

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Dana Point.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

22. **NO PRESUMPTION REGARDING DRAFTER OF THIS AGREEMENT**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

24. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Contractor is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF DANA POINT**

**CONTRACTOR**

By: \_\_\_\_\_  
Doug Chotkevys, City Manager

By: \_\_\_\_\_  
(Signature)

Attest:  
  
\_\_\_\_\_  
Kathy Ward, City Clerk

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Approved As to Form:  
  
\_\_\_\_\_  
Patrick Munoz, City Attorney

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed name)

Its: \_\_\_\_\_  
(Title)

**EXHIBIT 'A': SCOPE OF WORK****SCOPE OF WORK  
CATCH BASIN FILTER AND CDS UNIT  
CLEANING AND MAINTENANCE SERVICES***A. Employee Training*

- Employees shall be trained in (HAZMAT), a basic health and safety-training program designed to educate employees on the identification, evaluation, and control of safety and health hazards associated with the handling of Hazardous Materials 29 CFR 1910.120.
- Employees shall be trained in Confined Space Entry and certified in CPR & First Aid.
- Employees shall be trained regarding Blood Borne Pathogen to handle Bio-Hazardous waste.
- Employees shall be trained in traffic control safety.
- Employees shall be trained in proper Best Management Practices (BMPs) & Stormwater management.

*B. Catch Basin Maintenance – Storm Drain Filters*

- **Catch Basin Filters:** The type of filter used in City storm drain catch basins is the Drain Pac filter and must be used when replacing old or worn out filters. See EXHIBIT C of this RFP for more information on the Drain Pac filter specifications. Drain Pac filters must be purchased from United Storm Inc. because the City wants to maintain the uniformity of the catch basin filter inventory.
- **Filter Inspections:** Quarterly inspections during summer months (June – September) and monthly inspections (October – May) are required of all 762 storm drain filters. There are currently 483 existing catch basin locations in the City. Most of the catch basins have more than one filter. The number of catch basin filters may be increased over the term of this maintenance services contract as new facilities are constructed. The location of each catch basin is disclosed in EXHIBIT B. The purpose of a catch basin filter inspection is to determine whether or not the filter is half-full. Filters must be cleaned once they reach the half full-limit.
- **Filter Cleaning:** Quarterly cleaning during summer months (June- September) and monthly cleaning (October – May) of 762 catch basin filters is normally necessary, based on historical maintenance logs. Staff estimates that a total of 1,200 catch basin cleanings shall be necessary per year. Catch basin filters must be cleaned when an inspection indicates that a catch basin filter that is more than half-full. Contractor shall provide an updated list of the catch basin filter inventory, showing the condition of the filters installed in each of the catch basins, after each inspection and/or cleaning.



- **Inspection during the Cleaning Process:** The waste material inside the Drain Pac should be visually inspected prior to cleaning for any obvious contamination from illegal dumping. The waste material in the Drain Pac should be classified as green waste, sediment, trash, litter, or other. All inspections and cleaning should be recorded and documented. A sample of the storm drain waste should be analyzed for Heavy Metals and Hydrocarbons for proper classification and disposal. If the storm drain waste is classified as hazardous, the analysis should be repeated for all disposals until the classification is changed to non-hazardous. Drain Pac filters should be inspected and replaced if there are any holes, rips or petroleum hydrocarbon build-up.
- **Equipment Required for Cleaning:** Drain Pac should be cleaned by a vacuum. The cleaning schedule shall vary on the overall good housekeeping and other best management practices applied to the site. On average, the Drain Pac shall require cleaning on a quarterly basis in summer months and monthly basis in winter months.
- **Vacuum Cleaning:** The curb inlet can be cleaned in place with use of an industrial vacuum truck/trailer. Confined space procedures must be followed at all times. The waste material can then be dumped into a container for analysis and disposal. If the storm drain is in a drop inlet, the Drain Pac can be cleaned in place.
- **Tonnage Reports:** After each catch basin filter cleaning, the Contractor must submit debris tonnage reports and damage reports within 30-days. The document shall be provided in a Microsoft office compatible, digital, editable spreadsheet format showing individual service events and cumulative totals per fiscal period and cumulative throughout life of contract. A hard copy of a cover letter with a summary of the service shall be provided.
- **Disposal:** The unit cost for cleaning each filter (EXHIBIT A) shall include the cost to dispose of all debris generated from the cleaning of the filters to an acceptable disposal location. The City shall allow the Contractor to store waste bins in the City at the County Yard located at 34052 Del Obispo Street, CA 92629.
- **Transportation and Disposal:** If the waste removed from the catch basin filter is classified as hazardous, the waste is treated as any other hazardous waste. The waste must be stored in a sealed container and approved for proper storage, transportation and disposal. The waste must be properly labeled with a DOT shipping name and can only be accumulated for 90 days onsite. Licensed hazardous waste transporters must transport the waste for disposal at an approved disposal site. If the catch basin filter waste is non-hazardous, the waste can be placed in normal trash for transportation to a class III landfill.

### *C. Solids Removal Systems (CDS Maintenance)*

- **Cleaning of CDS Units:** Quarterly cleaning of the four Solids Removal Systems (CDS Units) located in Dana Point shall be required. The order of maintenance should be conducted as follows, first: remove floatables, second:

remove water, third: remove sediments, last: transport floatables and sediments to landfill or hazardous materials collection facility.

- **Location of CDS Units:** The specifications and locations of the CDS units shall be disclosed at the pre-bid field meeting on April 16, 2008 at 11:00 a.m.
- **Summary Reports:** Submit a written summary report of sediments, vegetation, trash, or litter removed (in gallons and pounds) after each cleaning within 30 days of services. In addition, to the written summary report, a report shall be provided in a Microsoft office compatible, digital, editable spreadsheet format showing individual service events per unit and cumulative totals per fiscal period and cumulative throughout life of contract.
- **CDS Unit Documentation:** Provide an update report stating the condition of each unit at the time a service.
- All work shall be conducted in compliance with San Diego Regional Water Quality Control Board's Orange County Municipal Stormwater Permit, the State Water Resources Control Board's General Permits (as applicable), the City's Municipal Code, and any other applicable City policies, procedures and permitting requirements.

**EXHIBIT B: SCHEDULE OF COSTS****Catch Basin Filter and CDS Unit Maintenance SCHEDULE OF COSTS**

Bid Item	Description of Regular Services	Unit	Estimated Quantity per year *	Unit Cost	Total
1	Catch basin filter inspection (Exhibit B shows inventory of all 762 filters). The inspection must be followed with a report showing all filters that are 1/2 full or greater at the time of the inspection. Between October 1st & April 30th, inspections will be completed monthly. Inspections during the non-rainy season will be completed in June and August.	Lump Sum for all inspections during the calendar year.	1	\$ 10.00	\$ 10.00
2	Scheduled cleanings of catch basin filters that are 1/2 full or more at time of inspection (minimum of 30 filters during any one period). Included in this unit cost is a report of materials removed, report of the condition of the unit, transportation, required testing, and disposal of all materials at the proper facility.	Each Filter	2100	\$ 65.00	\$ 136,500.00
3	Non-scheduled cleaning of catch basin filters (minimum of 30 filters during any one period). Included in this unit cost is a report of materials removed, report of the condition of the unit, transportation, required testing, and disposal of all materials at the proper facility.	Each Filter	30	\$ 2.00	\$ 60.00
4	Cleaning of Solids Removal Systems/CDS units (minimum of 2 locations at once). CDS units must be cleaned monthly and there are a total of 4 units. Included in this unit cost is a report of materials removed, report of the condition of the unit, transportation, required testing, and disposal of all materials at the proper facility.	Each Unit	48	\$2,945.00	\$ 141,360.00
<b>Total Cost</b>					<b>\$ 277,930.00</b>

Bid Item	Description of Additional Services	Unit	Amount
5	Purchase & Installation of DrainPac filters. (minimum of 10) See exhibit C for DrainPac specifications.	Each Filter	\$ 430.00
6	Purchase & Installation of DrainPac filters. (minimum of 50) See exhibit C for DrainPac specifications.	Each Filter	\$ 430.00
7	Emergency (non-hazardous) materials clean-up, hourly rate	Per Hour	\$ 295.00
8	Emergency (hazardous) materials clean-up, hourly rate	Per Hour	\$ 295.00
9	Transportation and disposal of non-hazardous waste, stored in roll-off bins	Per Ton	\$ 180.00
10	Transportation and disposal of California hazardous waste, stored in roll-off bins	Per Ton	\$ 200.00
11	Transportation and disposal of Federal hazardous waste, stored in roll-off bins	Per Ton	\$ 250.00
12	Transportation and disposal of non-hazardous waste, stored in drums	Per Drum	\$ 200.00
13	Transportation and disposal of California hazardous waste, stored in drums	Per Drum	\$ 225.00
14	Transportation and disposal of Federal hazardous waste, stored in roll-off bins	Per Drum	\$ 250.00
15	Basic Analysis (Title 22 TTLC metals & hydrocarbon gas, diesel & oil) (minimum of 10 samples) over and above required testing	Per Sample	\$ 250.00
16	Metals STLC Analysis, over and above required testing	Per Sample	\$ 60.00
17	Metals TCLP Analysis, over and above required testing	Per Sample	\$ 60.00
18	Fecal Coliform by MTF, over and above required testing	Per Sample	\$ 60.00

**EXHIBIT C: REQUEST FOR PROPOSAL**



**City of Dana Point  
Public Works and Engineering Department  
33282 Golden Lantern, Ste. 101  
Dana Point, CA 92629**

**REQUEST FOR PROPOSALS  
FOR  
CATCH BASIN FILTER AND CDS UNIT CLEANING AND  
MAINTENANCE SERVICES**

**April 1, 2008**

Sealed proposals will be received by the Public Works and Engineering Department,  
33282 Golden Lantern, Ste. 101, Dana Point, CA 92629, **on or before Thursday,  
May 1, 2008 at 5:00 p.m.**

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**CITY OF DANA POINT****NOTICE TO REQUEST FOR PROPOSALS****CATCH BASIN FILTER AND CDS UNIT CLEANING AND MAINTENANCE SERVICES**

The City of Dana Point is currently soliciting proposals from qualified and experienced Contractors for Catch Basin Filter and CDS Unit Cleaning and Maintenance Services.

Sealed proposals will be received by the City of Dana Point Public Works and Engineering Department, 33282 Golden Lantern, Ste. 101, Dana Point, CA 92629, **no later than 5:00 p.m. on or before Thursday, May 1, 2008.** To be considered, all interested parties must request a copy of the Request for Proposals (RFP) for Catch Basin Filter and CDS Unit Cleaning and Maintenance Services and submit two (2) copies of the required information and documents in a sealed envelope, entitled – **“PROPOSAL FOR CATCH BASIN FILTER AND CDS UNIT CLEANING AND MAINTENANCE SERVICES.”** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the RFP.

The City of Dana Point reserves the right to reject any or all proposals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, and to take any other such actions that may be deemed in the best interest of the City.

Interested, qualified, and experienced Contractors may obtain a copy of the RFP by contacting Robert French, Public Works Manager in the Public Works Department at (949) 248-3589 or rfrench@danapoint.org.

**The City of Dana Point will be conducting a pre-bid meeting/site visit of the CDS unit located on PCH @ Beach Rd. This meeting will be held on April 16<sup>th</sup> @ 11:00am. This meeting is not mandatory. This meeting is to show an example of the CDS/Solids Separation units the City of Dana Point is using. If you have any questions regarding this meeting please call Robert French @ 949-248-3589 or send him an email at rfrench@danapoint.org.**

**City of Dana Point  
Public Works and Engineering Department  
Request for Proposals (RFP)  
Catch Basin Filter and CDS Unit Cleaning and Maintenance Services**

### **I. Purpose of Request**

The City of Dana Point is requesting proposals from qualified and experienced Contractors for Catch Basin Filter and CDS Unit Cleaning and Maintenance Services. Within the last several years, the City of Dana Point has installed catch basin filters, solids removal systems, and storm water diversions in order to prevent polluted urban run off from flowing directly from the storm drain system to the ocean. The filters, CDS units, and diversions must be properly maintained in order to operate effectively. The City of Dana Point has employed a professional Contractor to clean filters, dispose of solids, repair facilities, replace filters, and perform other general maintenance on the facilities since 2000. The City intends to continue it's commitment to ocean water quality by selecting a suitable storm drain maintenance Contractor.

### **II. Background**

The City of Dana Point (population 36,500) is located approximately one-half way between Los Angeles and San Diego in southern Orange County. Dana Point is characterized by nearly seven miles of prominent coastal bluffs and rolling hills along the Pacific Ocean. The City's business sector is comprised of recreation areas located within the harbor region; resident and tourist serving businesses; and five-star resort facilities such as the Ritz Carlton and St. Regis.

The City's primary mission is to provide high quality services to maintain and enhance the community's environment and quality of life. This is accomplished through efforts of employees and contractors who demonstrate a strong customer service orientation and high levels of professional excellence.

Currently, the City maintains approximately 762 catch basin filters in 483 catch basins citywide, four solids removal systems and thirteen storm water diversions. These facilities improve ocean water quality at Dana Point beaches by preventing urban runoff from flowing directly onto the beach. The filtering and diversion facilities help clean the storm water and separate the solids from the water before it flows into the ocean. The City has been successful in improving their beach ratings by installing these facilities and maintaining them properly for the past eight years.

### **III. Submittal Information**

Proposals must be addressed as follows:

City of Dana Point  
Robert French, Streets and Fleet Manager  
33282 Golden Lantern, Ste. 101  
Dana Point, CA 92629

Proposals (**two copies**) must be submitted by **Thursday, May 1, 2008 at 5:00 p.m.** Proposals must be clearly marked: **PROPOSAL FOR CATCH BASIN FILTER AND CDS UNIT CLEANING AND MAINTENANCE SERVICES.**

**The City of Dana Point will be conducting a pre-bid meeting/site visit of the CDS unit located on PCH @ Beach Rd. This meeting will be held on April 16<sup>th</sup> @ 11:00am. This meeting is not mandatory. This meeting is to show an example of the CDS/Solids Separation units the City of Dana Point is using. If you have any questions regarding this meeting please call Robert French @ 949-248-3589.**

All requests for information or clarification should be addressed to Robert French, Streets and Fleet Manager, via phone, fax or email. To facilitate the clarification of requirements, Contractors are requested to submit questions at least five (5) business days prior to the date of submission to ensure that they are answered; email communication is allowed and encouraged:

Robert French, Streets and Fleet Manager  
Phone: (949) 248-3589  
Fax: (949) 234-2826  
Email: [rfrench@danapoint.org](mailto:rfrench@danapoint.org)

#### **IV. Scope of Work**

##### *A. Employee Training*

- Employees shall be trained in (HAZMAT), a basic health and safety-training program designed to educate employees on the identification, evaluation, and control of safety and health hazards associated with the handling of Hazardous Materials 29 CFR 1910.120.
- Employees shall be trained in Confined Space Entry and certified in CPR & First Aid.
- Employees shall be trained regarding Blood Borne Pathogen to handle Bio- Hazardous waste.
- Employees shall be trained in traffic control safety.
- Employees shall be trained in proper Best Management Practices (BMPs) & Stormwater management.

##### *B. Catch Basin Maintenance – Storm Drain Filters*

- **Catch Basin Filters:** The type of filter used in City storm drain catch basins is the Drain Pac filter and must be used when replacing old or worn out filters. See EXHIBIT C of this RFP for more information on the Drain Pac filter specifications. Drain Pac filters must be purchased from United Storm Inc. because the City wants to maintain the uniformity of the catch basin filter inventory.
- **Filter Inspections:** Quarterly inspections during summer months (June – September) and monthly inspections (October – May) are required of all 762 storm drain filters. There are currently 483 existing catch basin locations in the City. Most of the catch basins have more than one filter. The number of catch basin filters may be increased over the term of this maintenance services contract as new facilities are constructed. The location of each catch basin is disclosed in EXHIBIT B. The purpose of a catch basin filter inspection is to determine whether or not the filter is half-full. Filters must be cleaned once they reach the half full-limit.



- **Filter Cleaning:** Quarterly cleaning during summer months (June- September) and monthly cleaning (October – May) of 762 catch basin filters is normally necessary, based on historical maintenance logs. Staff estimates that a total of 1,200 catch basin cleanings shall be necessary per year. Catch basin filters must be cleaned when an inspection indicates that a catch basin filter that is more than half-full. Contractor shall provide an updated list of the catch basin filter inventory, showing the condition of the filters installed in each of the catch basins, after each inspection and/or cleaning.
- **Inspection during the Cleaning Process:** The waste material inside the Drain Pac should be visually inspected prior to cleaning for any obvious contamination from illegal dumping. The waste material in the Drain Pac should be classified as green waste, sediment, trash, litter, or other. All inspections and cleaning should be recorded and documented. A sample of the storm drain waste should be analyzed for Heavy Metals and Hydrocarbons for proper classification and disposal. If the storm drain waste is classified as hazardous, the analysis should be repeated for all disposals until the classification is changed to non-hazardous. Drain Pac filters should be inspected and replaced if there are any holes, rips or petroleum hydrocarbon build-up.
- **Equipment Required for Cleaning:** Drain Pac should be cleaned by a vacuum. The cleaning schedule shall vary on the overall good housekeeping and other best management practices applied to the site. On average, the Drain Pac shall require cleaning on a quarterly basis in summer months and monthly basis in winter months.
- **Vacuum Cleaning:** The curb inlet can be cleaned in place with use of an industrial vacuum truck/trailer. Confined space procedures must be followed at all times. The waste material can then be dumped into a container for analysis and disposal. If the storm drain is in a drop inlet, the Drain Pac can be cleaned in place.
- **Tonnage Reports:** After each catch basin filter cleaning, the Contractor must submit debris tonnage reports and damage reports within 30-days. The document shall be provided in a Microsoft office compatible, digital, editable spreadsheet format showing individual service events and cumulative totals per fiscal period and cumulative throughout life of contract. A hard copy of a cover letter with a summary of the service shall be provided.
- **Disposal:** The unit cost for cleaning each filter (EXHIBIT A) shall include the cost to dispose of all debris generated from the cleaning of the filters to an acceptable disposal location. The City shall allow the Contractor to store waste bins in the City at the County Yard located at 34052 Del Obispo Street, CA 92629.
- **Transportation and Disposal:** If the waste removed from the catch basin filter is classified as hazardous, the waste is treated as any other hazardous waste. The waste must be stored in a sealed container and approved for proper storage, transportation and disposal. The waste must be properly labeled with a DOT shipping name and can only be accumulated for 90 days onsite. Licensed hazardous waste transporters must transport the waste for disposal at an approved disposal site. If the catch basin filter waste is non-hazardous, the waste can be placed in normal trash for transportation to a class III landfill.

#### *C. Solids Removal Systems (CDS Maintenance)*

- **Cleaning of CDS Units:** Quarterly cleaning of the four Solids Removal Systems (CDS Units) located in Dana Point shall be required. The order of maintenance should be conducted as follows, first: remove floatables, second: remove water, third: remove

sediments, last: transport floatables and sediments to landfill or hazardous materials collection facility.

- **Location of CDS Units:** The specifications and locations of the CDS units shall be disclosed at the pre-bid field meeting on April 16, 2008 at 11:00 a.m.
- **Summary Reports:** Submit a written summary report of sediments, vegetation, trash, or litter removed (in gallons and pounds) after each cleaning within 30 days of services. In addition, to the written summary report, a report shall be provided in a Microsoft office compatible, digital, editable spreadsheet format showing individual service events per unit and cumulative totals per fiscal period and cumulative throughout life of contract.
- **CDS Unit Documentation:** Provide an update report stating the condition of each unit at the time a service.
- All work shall be conducted in compliance with San Diego Regional Water Quality Control Board's Orange County Municipal Stormwater Permit, the State Water Resources Control Board's General Permits (as applicable), the City's Municipal Code, and any other applicable City policies, procedures and permitting requirements.

## V. Proposal Format

### *A. Cover Letter*

Introduce your Company and summarize your proposal in the cover letter. Describe your understanding of the Catch Basin Filter and CDS Unit Cleaning and Maintenance Services and your general approach to responding to the City's Scope of Work. Please include the name and telephone number of a contact person who is completely familiar with the proposal.

### *B. Contractor Information*

The Contractor shall provide the following information in the submitted proposal:

- Full name and address of the Contractor and year Company was founded
- Legal status of Contractor and tax identification number
- Names of subsidiaries or parent company, if applicable
- Names of company owners and senior management team
- Resumes of proposed individuals that shall participate in providing Catch Basin Filter and CDS Unit Cleaning and Maintenance Services, including their titles and years of experience.
- Organizational chart describing Company structure.
- At least three references from municipal agencies with whom you have provided Catch Basin Filter and CDS Unit Cleaning and Maintenance Services within the last two years.

### *C. Catch Basin Filter and CDS Unit Cleaning and Maintenance Services Work Schedule and Equipment List*

Contractor shall submit an approximate work schedule and equipment list that shall ultimately accommodate the City's Scope of Work. The work schedule shall show which Catch Basin Filter and CDS Unit Cleaning and Maintenance Services shall be performed on a daily, weekly, monthly, quarterly and annual basis and how they shall be documented for the Streets and Fleet Manager's Review. The equipment list shall include all of the equipment necessary to perform the Scope of Work provided herein. Both the schedule of work and equipment list should be included in the proposal.

### *D. Project Cost Information*

The Contractor shall complete and submit the attached Schedule of Costs worksheet included as EXHIBIT A of this RFP as part of the official proposal. The Schedule of Costs shall also be included in the Contract Agreement after award of contract.

*E. Similar Projects and References*

Please include brief descriptions of Catch Basin Filter and CDS Unit Cleaning and Maintenance Services performed at other municipal agencies; including dates, contact names, and phone numbers (at least three references are necessary for work performed within the last two years).

**VI. Selection Process**

*A. Proposal Evaluation*

Proposals shall be evaluated by the City based on the following criteria:

- Prior experience in performing Catch Basin Filter and CDS Unit Cleaning and Maintenance Services for municipal agencies.
- Proposal cost and rate structure
- Adequacy of the proposed maintenance services schedule and equipment list
- Experience, qualifications, training, and professionalism of key personnel and familiarity of subject matter
- Responses from listed references
- Availability of emergency Storm Drain Maintenance personnel.

*B. Proposal Selection*

The City of Dana Point shall review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal shall meet the requirements of this specification and shall be presented in the prescribed format and order, as outlined in the Proposal Format, Section V. The evaluation process shall provide credit only for those capabilities and advantages which are clearly stated in the Contractor's written proposal. In other words, advantages which are not stated shall not be considered in the evaluation process.

Cost is always a consideration in any maintenance services contract; however, it is not the only consideration in this case. The City reserves the right to accept or reject any or all proposals and may select, negotiate with, and enter into contract with such Contractor who is determined, by the City to provide the services which are in the best interest of the City.

*C. Project Description and Timeline*

A maintenance services contract for Catch Basin Filter and CDS Unit Cleaning and Maintenance Services shall be awarded to the most qualified Contractor approximately three weeks after the proposals are received by the City of Dana Point. The final maintenance services contract shall be awarded at a regular City Council public meeting. The successful Contractor shall have access to the necessary equipment and be ready to begin the Catch Basin Filter and CDS Unit Cleaning and Maintenance Services work described in the Scope of Work on July 1, 2008.

*D. Awarding the Contract*

Upon completion of the proposal evaluation, the City of Dana Point shall issue a Notice of Award to inform all other Contractors of the selected Contractor approximately three weeks following the submittal deadline.

### E. Executing the Agreement

Upon receipt of Notice of Award, the selected Contractor shall provide the City with two (2) signed original contracts and the required proof of insurance within ten working days after the receipt of the Notice of Award. If the award is annulled, the City may select the next highest ranked Contractor.

## VII. General

### A. Approximate Schedule

Advertise Request for Proposals	April 1, 2008
Pre-bid Meeting	April 16, 2008
<b>Proposal Submission Deadline 5:00 p.m.</b>	<b>May 1, 2008</b>
Award Contract	May 20, 2008
Start Maintenance Services	July 1, 2008

### B. Conditions and Requirements

Notwithstanding any other provisions of the RFP, the City reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items, when to do so, would be to the advantage of the City. It is further within the right of the City to reject Proposals that do not contain all elements and information requested in this document.

**The Contractor shall sign an Agreement with the City that is based in part on the contents of this RFP and the Contractor's proposals. A copy of the City's Standard Maintenance Services Agreement is attached for your review (Appendix 'E' of this RFP). Inability to comply with and execute this Agreement should be specifically noted in the proposals. Any suggested modifications to the Agreement should also be specifically noted in the proposal. The attached Agreement outlines in detail the insurance requirements required by the City. All sub-Contractors should be made aware of the City's insurance requirements.**

In addition, the following apply to this Request for Proposals:

1. The Contractor is solely responsible for any and all costs incurred by responding to this Request for Proposals.
2. The Response shall be signed by an official authorized to bind the Contractor contractually.
3. This RFP and the submitted Proposal shall become part of the successful Contractor's contract for maintenance services to the extent accepted and approved by the City.
4. The submitted Proposal shall be valid for 90 days.
5. City reserves the right to request additional information from any Contractor if information in the proposal is unclear and requires clarification.
6. The City reserves the right to negotiate the specific requirements, scope of work, and compensation, and to enter into a contract for any or all of the work identified.

7. The Contractor shall comply with all Federal, State, and Local regulations governing any aspects of the scope of work, including conflict of interest laws and regulations.
8. All work shall be performed in accord with the usual and customary standards of practice for such similar work.
9. The Contractor shall assign a responsive and responsible representative and an alternate, both of whom shall be identified in the proposal. The Contractor's representative shall remain in responsible charge for the duration of the contract. Should the Contractor's primary representative be unable to continue with the project, the Contractor's alternative representative shall become the primary representative. No other changes shall be acceptable without written prior approval by the City. The City reserves the right to reject any changes in personnel.
10. All completed work shall become the property of the City, and shall be provided to the City in electronic format.
11. Work shall be planned and scheduled so that it is accomplished in a timely manner and properly supports the Scope of Work and related time schedules.
12. The Contractor shall pay all labor employed to perform services under this maintenance services effort prevailing wage per the State of California prevailing wage laws.

**Catch Basin Filter and CDS Unit Maintenance SCHEDULE  
OF COSTS**

**EXHIBIT A**

Bid Item	Description of Regular Services	Unit	Estimated Quantity per year *	Unit Cost	Total
1	Catch basin filter inspection (Exhibit B shows inventory of all 762 filters). The inspection must be followed with a report showing all filters that are 1/2 full or greater at the time of the inspection. Between October 1st & April 30th, inspections will be completed monthly. Inspections during the non-rainy season will be completed in June and August.	Lump Sum for all inspections during the calendar year.	1	\$ -	\$ -
2	Scheduled cleanings of catch basin filters that are 1/2 full or more at time of inspection (minimum of 30 filters during any one period). Included in this unit cost is a report of materials removed, report of the condition of the unit, transportation, required testing, and disposal of all materials at the proper facility.	Each Filter	2100	\$ -	\$ -
3	Non-scheduled cleaning of catch basin filters (minimum of 30 filters during any one period). Included in this unit cost is a report of materials removed, report of the condition of the unit, transportation, required testing, and disposal of all materials at the proper facility.	Each Filter	30	\$ -	\$ -
4	Cleaning of Solids Removal Systems/CDS units (minimum of 2 locations at once). CDS units must be cleaned monthly and there are a total of 4 units. Included in this unit cost is a report of materials removed, report of the condition of the unit, transportation, required testing, and disposal of all materials at the proper facility.	Each Unit	48	\$ -	\$ -
				<b>Total Cost</b>	\$ -

Bid Item	Description of Additional Services	Unit	Amount
5	Purchase & Installation of DrainPac filters. (minimum of 10) See exhibit C for DrainPac specifications.	Each Filter	\$
6	Purchase & Installation of DrainPac filters. (minimum of 50) See exhibit C for DrainPac specifications.	Each Filter	\$
7	Emergency (non-hazardous) materials clean-up, hourly rate	Per Hour	\$
8	Emergency (hazardous) materials clean-up, hourly rate	Per Hour	\$
9	Transportation and disposal of non-hazardous waste, stored in roll-off bins	Per Ton	\$
10	Transportation and disposal of California hazardous waste, stored in roll-off bins	Per Ton	\$
11	Transportation and disposal of Federal hazardous waste, stored in roll-off bins	Per Ton	\$
12	Transportation and disposal of non-hazardous waste, stored in drums	Per Drum	\$
13	Transportation and disposal of California hazardous waste, stored in drums	Per Drum	\$
14	Transportation and disposal of Federal hazardous waste, stored in roll-off bins	Per Drum	\$
15	Basic Analysis (Title 22 TTLC metals & hydrocarbon gas, diesel & oil) (minimum of 10 samples) over and above required testing	Per Sample	\$
16	Metals STLC Analysis, over and above required testing	Per Sample	\$
17	Metals TCLP Analysis, over and above required testing	Per Sample	\$
18	Fecal Coliform by MTF, over and above required testing	Per Sample	\$

**EXHIBIT B****AREA # 1**

#	LOCATION	Filters	Stainless Steel	
1	CROWN VALLEY N/W/C & PACIFIC ISLAND	2	Yes	1
2	CROWN VALLEY S/E/C & DEL AVION	2	Yes	2
3	CROWN VALLEY W/S 500' S/O PACIFIC ISLAND	4	Yes	3
4	SEA ISLAND DR ( 32182)	1	Yes	4
5	SEA ISLAND DR (32181)	1	Yes	5
6	MINDANO (2323)	1	Yes	6
7	AZORES (32291)	1	Yes	7
8	AZORES (32282)	1	Yes	8
9	ASCENSION (32332)	1	Yes	9
10	CROWN VALLEY AND SEVEN SEA	1	Yes	10
11	ON SEVEN SEA A/F (32771)	1	Yes	11
12	ON SEVEN SEA AND CROWN VALLEY	1	Yes	12
13	MEDITERRANEAN (32762)	1	Yes	13
14	SEVEN SEAS DR. (32682)	1	Yes	14
15	ADRIATIC A/F (32661)	1	Yes	15
16	ADRIATIC (32661)	1	Yes	16
17	SEVEN SEAS A/F (32641)	2	Yes	17
18	SEVEN SEAS (32641)	3	Yes	18
19	CROWN VALLEY N/S 120' EAST OF PCH	1	Yes	19
20	CROWN VALLEY N/E/C AND PCH	1	Yes	20
21	CROWN VALLEY N/E/C AND PCH	1	Yes	21
22	RITZ CARLTON DR S/W/C AND PCH	1	Yes	22
23	RITZ CARLTON DR S/E/C AND PCH	2	Yes	23
24	NIGUEL AND PCH N/E/C	1	Yes	24
25	NIGUEL RD AND PCH N/W/C	1	Yes	25
26	MARINER WEST END OF CUL-DE-SAC	1	Yes	26
27	NIGUEL RD 75' N/O STONE HILL DR	2	Yes	27
28	NIGUEL RD 75' NORTH OF STONE HILL DR	1	Yes	28
29	NIGUEL RD. 500' N/O STONEHILL RD.	2	Yes	29
30	NIGUEL RD SOUTH SIDE AND CORNICHE	1	Yes	30
31	NIGUEL RD WEST SIDE AND CORNICHE	1	Yes	31
32	NIGUEL RD S/E/C AND MONARCH	1	Yes	32
33	NIGUEL RD N/E/C AND MONARCH BEACH	1	Yes	33
34	NIGUEL RD S/E/C AND MONARCH BEACH PLAZA	1	Yes	34
		<b>TOTAL</b>	<b>45</b>	

**AREA # 2**

#	LOCATION	Filters	Stainless Steel	
1	GOLDEN LANTERN (33282) CITY PLAZA	2	Yes	35
2	GOLDEN LANTERN A/F (33282) CITY PLAZA	2	Yes	36
3	GOLDEN LANTERN N/SIDE 75' EAST JOSIAH	2	Yes	37
4	GOLDEN LANTERN E/S S/O DANA WOODS	2	Yes	38
5	GOLDEN LOANTERN N/E/C AND DANA WOODS	2	Yes	39

6	CHRISTINA DR (33152)	2	Yes	40
7	CHRISTINA DR (33161)	2	Yes	41
8	ELISA DR (33182)	2	Yes	42
9	ELISA DR (33181)	1	Yes	43
10	ACAPULCO (33221)	1	Yes	44
11	ACAPULCO (33202)	1	Yes	45
12	CARACAS & QUESTA WAY	1	Yes	46
13	CARACAS (24452)	2	Yes	47
14	CARACAS A/F (24452)	2	Yes	48
15	TAXCO AND TESORO	2	Yes	49
16	TESORO ( 33012)	2	Yes	50
17	ARMADA (24392)	2	Yes	51
18	ARMADA (24391)	2	Yes	52
19	PRICILLA DR (24681)	2	Yes	53
20	PRICILLA DR (24681)	2	Yes	54
21	PRICILLA DR(24642)	1	Fossil	55
22	PRICILLA DR (24641)	3	Yes	56
23	PRICILLA DR(24492)	2	Yes	57
24	JOSIAH S/E/C AND JEREMIAH	1	Fossil	58
25	JEREMIAH (24501)	3	Yes	59
26	JEREMIAH (24502)	3	Yes	60
27	JOSIAH E/S 25' W/O JEREMIAH	2	Yes	61
28	JOSIAH W/S & DANA CREST PARK	2	Yes	62
29	PHILEMON (24291)	2	Yes	63
30	TITUS (24306)	1	Yes	64
31	TITUS (24305)	2	Yes	65
32	CORTES DR & GALLEON WAY (24401)	2	Yes	66
33	CORTES DR & CALLEON WAY A/F (24402)	1	Yes	67
		<b>TOTAL</b>	<b>61</b>	

### AREA # 3

#	LOCATION	Filters	Stainless Steel	
1	SUNRIDGE AND EASTWIND	1	Yes	68
2	NANCY JANE AND EASTWIND	2	Yes	69
3	EASTWIND -25672 NANCY JANE	2	Yes	70
4	CORAL REACH (33536)	2	Yes	71
5	CORAL REACH (33525)	2	Yes	72
6	CORAL REACH & RUSTY ANCHOR	1	Yes	73
7				74
8	RUSTY ANCHOR (25692)	2	Yes	75
9	RUSTY ANCHOR A/F (25692)	2	Yes	76
10	RUSTY ANCHOR (25662)	2	Yes	77
11	RUSTY ANCHOR A/F (25662)	2	Yes	78
12	VIA LENITA & SALT WATER (CORNER	2	Yes	79
13	VIA LENITA (33392)	2	Yes	80
14	DEL OBISPO E/S AND BLUESAIL	1	Yes	81
15	BLUEFIN AND DEL OBISPO N/W	2	Yes	82
16	BLUEFIN AND DEL OBISPO S/W	1	Yes	83
17	PALO ALTO (33032)	2	Yes	84



18	STAYSAIL A/F (25276)	1	Yes	85
19	STAYSAIL (25276)	1	Yes	86
20	PALO ALTO (33472)	1	Yes	87
21	PALO ALTO (33461)	1	Yes	88
22	OCEAN HILL DR E/S AND STONEHILL DR	1	Old	89
23	OCEAN HILL DR E/S 25' N/O STONEHILL	1	Yes	90
24	OCEAN HILL DR W/S 25' N/O AND STONEHILL DR.	0	no filter	91
25	OCEAN HILL DR W/S AND SEA BRIGHT	1	Yes	92
26	MARINA VISTA (33321)	2	Yes	93
27	MARINA VISTA (33312)	2	Yes	94
28	SEA BRIGHT A/F (33161)	1	Yes	95
29	SEA BRIGHT N/S 50' W/O OCEAN HILL DR]	0	no filter	96
30	SEA BRIGHT N/W 50' W/O OCEAN HILL DR]	1	Yes	97
31	SEA BRIGHT S/S & OCEAN HILL DR.	1	Old	98
32	SEA BRIGHT S/S 30' W/O OCEANHILL DR	1	Yes	99
33	WESTBORNE (25491)	1	Yes	100
34	WESTBORNE (25492)	1	Yes	101
35	BLUFFSIDE AND NEPTUNE N/E/C	1	Old	102
36	NEPTUNE (25342)	1	Yes	103
37	NEPTUNE A/F (25392)	1	Yes	104
38	25412 NEPTUNE AND SHIPSIDE	1	Yes	105
39	NEPTUNE (25502)	2	Yes	106
40	MAR Y SOL N/W/C AND CAMINO DEL AVION	1	Yes	107
41	MAR Y SOL S/W/C AND CAMINO DEL AVION	4	Yes	108
42	DANA WOODS DR N/S AND W/O DANA TEAK	2	Yes	109
43	DANA WOODS DR S/S AND W/O DANA TEAK	1	Fossil	110
44	DANA WOODS DR N/S AND DANA PARK(LOWER	2	Yes	111
45	DANA WOODS DR N/S AND DAN PARK (UPPER)	2	Fossil	112
46	DANAPINE (32972)	1	Yes	113
47	CANA WOODS N/E/C AND GOLDEN LANTERN	2	Yes	114
48	DANA WOODS S/E/C AND GOLDEN LANTERN	4	Yes	115
49	DEL OBISPO W/S (33501)	2	Yes	116
50	DEL OBISPO W/S AND BLUE SAIL	1	Yes	117
		<b>TOTAL</b>	<b>73</b>	

**AREA # 4**

#	LOCATION	Filters	Stainless Steel	
1	DEL OBISPO (34242) DENNY'S PARKING LOT	1	Yes	118
2	DEL OBISPO N/S OLD GAS STATION	0	no filter	119
3	DEL OBISPO(34102) A/F VILLAGE DR	1	Yes	120
4	DEL OBISPO N/S A/F (34102)	1	Yes	121
5	VILLAGE DR (25402)	1	Yes	122
6	VILLAGE DR (25402)	3	Fossil	123
7	VILLAGE DR (25382)	1	Yes	124
8	VILLAGE DR (25372)	1	Yes	125
9	BEDFORD & VILLAGE DR A/F (34122)	2	Yes	126
10	CAMBRIDGE & VILLAGE DR N/E CORNER	2	Yes	127
11	CAPISTRANO BY THE SEA (34122)	2	Yes	128
12	DEL OBISPO & VILLAGE DR N/E CORNER	2	Yes	129

13	DEL OBISPO & VILLAGE DR N/E/C	4	Fossil	130
14	QUAIL RUN N/E/C & DEL OBISPO	1	Yes	131
15	25611 QUAIL RUN	1	Yes	132
16	DEL OBISPO WEST SIDE A/F QUAIL RUN	1	Yes	133
17	ON DEL OBIPSO A/F QUAIL RUN AT ISLAND	1	Yes	134
18	DEL OBISPO EAST SIDE & LIGHTHOUSE	2	Yes	135
19	DEL OBISPO EAST & WINDHAM	1	Screen	136
20	DEL OBISPO W/S N/W/C AND WINDHAM	5	Yes	137
21	DEL OBISPO W/S 120' S/O STONE HILL DR	2	Yes	138
22	DEL OBISPO E/S 100' N/O STONE HILL DR	1	Screen	139
23	STONEHILL DR S/S A/F CREEKSIDE PARK	2	Yes	140
24	STONEHILL DR N/S & CREEKSIDE PARK	2	Yes	141
25	STONEHILL DR N/W/C & DEL OBISPO	1	Yes	142
26	PALO ALTO (33521)	1	Yes	143
27	PALO ALTO (33532)	1	Yes	144
28	ASTORIA (33562)	2	Yes	145
29	ASTORIA (33562)	2	Yes	146
30	BIG SUR (33681)	1	Yes	147
31	BIG SUR (33662)	1	Yes	148
32	PERCH & VIA LAGOS S/W/C	2	Yes	149
33	PERCH & VIA LAGOS N/W/C	2	Yes	150
34	VIA LAGOS (33662)	1	Yes	151
35	PEQUITO ( 25121) & ALICIA	1	Yes	152
36	(33922) PEQUITO	1	Yes	153
37	(34082) PEQUITO	1	Yes	154
38	CRYSTAL LANTERN N/W/C & LA CRESTA	1	Yes	155
39	CRYSTAL LANTERN N/E/C & LA CRESTA	1	Yes	156
40	CRYSTAL LANTERN S/E/C & LA CRESTA	1	Yes	157
41	CRYSTAL LANTERN (25197)	1	Yes	158
42	CRYSTAL LANTERN A/F (25197)	1	Yes	159
43	CRYSTAL LANTERN A/F (25197)	1	Yes	160
44	CRYSTAL LANTERN A/F (25197)	1	Yes	161
45	CRYSTAL LANTERN A/F (34142)	1	Yes	162
46	CRYSTAL LANTERN A/F (34142)	1	Yes	163
47	CRYSTAL LANTERN A/F (34142)	1	Yes	164
48	CRYSTAL LANTERN 60' E/O & PCH	1	Yes	165
49	CRYSTAL LANTERN & PCH N/E/C	2	Fossil	166
50	CRYSTAL LANTERN & PCH S/E/C	2	Fossil	167
51	CRYSTAL LANTERN (34161)	1	Yes	168
52	CALLE MANZANITA DR (25195) LOWER	1	Yes	169
53	CALLE MANZANITA DR (25195) UPPER	1	Yes	170
54	CRYSTAL LANTERN (25197)	1	Yes	171
55	CALLE MANZANITA DR (25201)	1	Yes	172
56	CALLE MANZANITA DR A/F (25201)	1	Yes	173
57	CALLE MANZANITA DR A/F (25201) LOWER	1	Yes	174
58	CALLE MANZANITA DR (25212)	1	Yes	175
59	CALLE MANZANITA DR A/F (25212)	1	Yes	176
60	CALLE MANZANITA DR A/F (25212)	1	Yes	177
61	CALLE PRIMAVERA A/F (34161)	1	Fossil	178
62	CALLE PRIMAVERA (34161)	1	Yes	179
63	MAZO ST A/F (34115)	6	Fossil	180

64	MAZO ST (34115)	3	Yes	181
65	CALLE PRIMAVERA A/F (34112)	2	Yes	182
66	CALLE PRIMAVERA (34112)	2	Yes	183
67	CALLE PRIMAVERA & LA CRESTA N/E/C	2	Yes	184
68	CALLE PRIMAVERA & LA CRESTA N/W/C	1	Yes	185
69	CALLE PRIMAVERA (34062)	2	Yes	186
70	CALLE PRIMAVERA (34071)	3	Yes	187
71	CALLE PRIMAVERA A/F (33931)	2	Yes	188
72	CALLE PRIMAVERA (33935)	2	Fossil	189
73	CALLE PRIMAVERA A/F (33935)	0	no filter	190
74	ZARZITO (34081)	1	Yes	191
75	MANZANITA & EL CONTENTO	1	Yes	192
76	VIA ELEVADO (25181)	1	Yes	193
77	VIA ELEVADO (25181)	1	Yes	194
78	FORMOSA (34082)	1	Yes	195
79	FORMOSA (34081)	1	Yes	196
80	AURELIO (34082)	1	Yes	197
81	AURELIO (34081)	1	Yes	198
82	MARIANA N/E/C & LA CRESTA (LOWER)	2	Fossil	199
83	MARIANA N/E/C & LA CRESTA (UPPER)	2	Fossil	200
84	MARIANA N/W/C & LA CRESTA (LOWER)	2	Fossil	201
85	MARIANA N/W/C & LA CRESTA (UPPER)	1	Fossil	202
86	LA CRESTA & COPPER LANTERN	1	Yes	203
87	COPPER LANTERN S/E/C & PCH	1	Yes	204
88	COPPER LANTERN N/W/C & PCH	1	Yes	205
89	COPPER LANTERN N/E/C & LA CRESTA	1	Yes	206
90	COPPER LANTERN (33952)	1	Yes	207
91	COPPER LANTERN (33941)	1	Yes	208
92	LA CRESTA N/W & COPPER LANTERN	1	Yes	209
93	SILVER LANTERN N/E/C & PCH	1	Yes	210
94	SILVER LANTERN S/E/C & PCH	2	Fossil	211
95	SILVER LANTERN (33972)	2	Yes	212
96	SILVER LANTERN A/F (33972)	5	Yes	213
97	SILVER LANTERN (33961)	1	Yes	214
98	SILVER LANTERN (33966)	2	Fossil	215
99	CORDOVA (24665)	0	no filters	216
100	OLINDA N/W/C & CORDOVA	4	Yes	217
101	CORDOVA & OLINDA	1	Yes	218
102	CORDOVA (24681)	1	Yes	219
103	OLINDA N/E/C & CORDOVA	1	Yes	220
104	VIOLET LANTERN (33941)	2	Yes	221
105	VIOLET LANTERN N/E/C & DEL PRADO	1	Yes	222
106	VIOLET LANTERN N/W/C AND DEL PRADO	1	Yes	223
107	OLD GOLDEN LANTERN & EL CAMINO CAPISTRANO	2	Yes	224
108	OLD GOLDEN LANTERN & WEST END OF CUL-DE-SAC	1	Yes	225
109	SANTA CLARA (24586)	2	Yes	226
110	SANTA CLARA (24586)	2	Yes	227
111	ALLEY W/O DEL PRADO /AMBER / VIOLET LANTERN	4	Yes	228
112	ALLEY W/O DEL PRADO/ AMBER / VIOLET LANTERN	1	Screen	229
113	EL ENCANTO S/S 50' E/O PCH	1	Yes	230
114	EL ENCANTO N/S 50' E/O PCH	1	Yes	231

115	AMBER LANTERN S/E/C & DEL PRADO	1	Yes	232
116	AMBER LANTERN S/E/C & PCH	1	Yes	233
117	AMBER LANTERN N/W/C AND PCH	1	Yes	234
118	RUBY LANTERN AND SAN MARENO	2	Yes	235
119	RUBY LANTERN 50' E/O PCH	2	Yes	236
120	GRANADA DR N/E/C & ALLEY ENTRANCE	2		237
121	GRANADA DR CORNER & ALLEY ENTRANCE	2	Yes	238
122	GRANADA DR (34152)	1	Yes	239
123	GRANADA DR (34052)	1	Old	240
124	GRANADA DR (34031)	1	Old	241
125	GRANADA DR N/W & LA CRESTA	2	Yes	242
126	BLUE LANTERN N/E/C AND PCH	4	Fossil	243
127	BLUE LANTERN N/S 50' E/O PCH	4	Fossil	244
128	BLUE LANTERN S/E/C & PCH	1	Yes	245
129	BLUE LANTERN N/S & WEST END CUL-DE-SAC	1	Yes	246
130	BLUE LANTERN S/S AND WEST END CUL-DE-SAC	1	Yes	247
131	BLUE LANTERN S/S AND WEST END CUL-DE-SAC	1	Yes	248
132	GREEN LANTERN E/O (34382)	0	no filters	249
133	CHULA VISTA WEST END CUL-DE-SAC	3	Fossil	250
134	LA CRESTA S/S SUL-DE-SAC R.H DANA SCHOOL	1	Yes	251
135	LA CRESTA (34001) RUBY LANTERN S/W/C	1	Yes	252
136	LA CRESTA (24351)	0	no filters	253
137	LA CRESTA & RUBY LANTERN	1	Yes	254
138	LA CRESTA & GRANADA DR.	1	Yes	255
139	LA CRESTA (24691)	2	Fossil	256
140	LA CRESTA A/F (24691)	1	Fossil	257
141	DEL PRADO S/W/C AND AMBERLANTERN	2	Fossil	258
142	DEL PRADO N/W/C & AMBER LANTERN	1	Yes	259
143	DEL PRADO W/S A/F US POST OFFICE	3	Yes	260
144	DEL PRADO E/S & US POST OFFICE PARKING LOT	2	Fossil	261
145	DEL PRADO & (24699) RENAISSANCE CAFÉ	2	Yes	262
146	DEL PRADO N/E/C AND GOLDEN LANTERN	2	Fossil	263
147	DEL PRADO S/O ENT. TO LANTERN BAY VILLAGE SHOPPING	1	Yes	264
148	DEL PRADO W/S A/F RALPH'S SUPER MARKET PARKING LT	1	Fossil	265
149	DEL PRADO E/S & RALPH'S SUPER MARKET PARKING LOT	1	Yes	266
150	DEL PRADO E/S 70' N/O COPPER LANTERN	1	Fossil	267
151	GOLDEN LANTERN M/O & DEL PRADO ISL	1	Fossil	268
152	GOLDEN LANTERN N/S & STARBOARD LANTERN	1	Yes	269
153	GOLDEN LANTERN S/S (34300)	2	Yes	270
154	GOLDEN LANTERN N/S 100' E/O DANA PT HARBOR	1	Yes	271
155	GOLDEN LANTERN M/O & DANA POINT HARBOR	1	Yes	272
156	GOLDEN LANTERN N/S AND DANA POINT HARBOR	3	Yes	273
157	GOLDEN LANTERN N/S 50' E/O PCH	1	Fossil	274
158	GOLDEN LANTERN S/S 50' PCH	1	Fossil	275
159	GOLDEN LANTERN N/E/C AND SELVA RD (LOWER	1	Yes	276
160	GOLDEN LANTERN N/E/C AND SELVA RD UPPER	1	Yes	277
161	GOLDEN LANTERN N/W/C AND SELVA RD UPPER	3	drainpac	278
162	GOLDEN LANTERN N/W/C AND SELVA RD LOWER	3	Yes	279
163	SELVA RD N/S AND OLINDA	1	Yes	280
164	SELVA RD N/S A/F ROBLES	1	Yes	281
165	SELVA RD N/S AND LA CRESTA	1	Yes	282

166	SELVA RD N/W/C AND PCH	1	Yes	283
167	SELVA RD N/S AND DANA STRAND	1	Yes	284
168	DANA STRAND S/S 100' W/O SELVA RD	2	Yes	285
169	DANA STRAND WEST END OF CUL-DE-SAC	0		286
170	SELVA RD S/E/C AND NIGUEL BEACH TERRACE	2	Fossil	287
171	SELVA RD S/S & DANA STRAND	2	Yes	288
172	SELVA RD S/E/C AND CORNER AND PCH	2	Fossil	289
173	LA CRESTA S/W/C AND SELVA RD	1	Yes	290
174	LA CRESTA E/S 75' S/O SELVA RD UPPER	1	Yes	291
175	LA CRESTA S/E/C AND SELVA RD	1	Yes	292
176	SELVA RD S/S AND LA CRESTA LOWER	2	Yes	293
177	SELVA RD S/S & LA CRESTA UPPER	2	Yes	294
178	SELVA RD N/S AND GOLDEN LANTERN	2	Yes	295
179	SELVA RD N/S A/F ALCAZAR	1	Yes	296
180	SELVA RD AND STONE HILL DR S/W/C	1	drainpac	297
181	SELVA RD AND STONE HILL DR N/W/C	2	Yes	298
182	STONEHILL DR S/S 75' W/O SELVA RD UPPER	1	Yes	299
183	STONEHILL DR S/S 50' W/O SELVA DR LOWER	1	Fossil	300
184	STONEHILL DR N/S A/F SELVA RD UPPER	1	drainpac	301
185	STONEHILL DR N/S A/F SELVA RD LOWER	1	Yes	302
186	STONEHILL DR W/S 300' W/O BLUE LANTER	2	Fossil	303
187	STONEHILL DR E/S 300' W/O BLUE LANTERN	1	Yes	304
188	ALTA VISTA NORTH END OF CUL-DE-SAC	1	Yes	305
189	STONEHILL DR N/E/C AND MONARCH BEACH DR	1	Fossil	306
190	STONEHILL DR. 1000' EAST OF NIGUEL RD	1	Fossil	307
191	STONEHILL 750' E/O NIGUEL RD	2	Yes	308
192	STONEHILL DR N/E/C AND NIGUEL RD	2	Yes	309
193	MARINER DR. SE/C AND NIGUEL RD	1	Yes	310
194	MARINER DR N/E/C AND NIGUEL RD	2	1 SS / 1 Old	311
195	DANA POINT HARBOR DR N/S 250' W/O PCH	2	Yes	312
196	OLD PARK ST OF THE LANTERN N/W/C AND DANA POINT HA	1	Yes	313
197	OLD PARK ST OF THE LANTERN N/W/C AND DANA POINT HA	2	Old	314
198	DANA POINT HARBOR DR. N/W W/O PARK LANTERN	2	Old	315
199	DANA POINT HARBOR DR W/S 200' N/O PUERTO PLACE	1	Yes	316
200	OLD PARK DANA POINT HARBOR DR A/F EMBARCADERO PLACE	1	Yes	317
201	DANA POINT HARBOR DR S/W/C AND EMBARCADO	1	Yes	318
202	DANA POINT HARBOR DR S/S 251' W/O PCH	2	Yes	319
203	ON PCH AT END OF FWY 100' E/O A'S BURGERS	1	Yes	320
204	ON PCH F/O 34342 /AM/PM	1	Yes	321
205	ON PCH N/S 200' W/O 34342 PCH	1	Yes	322
206	ON PCH & CRYSTAL LANTERN N/W/C F/O HOLLYDAY INN	1	Yes	323
207	PCH F/O 34270	1	Yes	324
208	ON PCH F/O 34241	1	Yes	325
209	ON PCH AT COPPER LANTERN	1	Yes	326
210	ON PCH F/O 34204	2	Yes	327
211	ON PCH F/O 34168	1	Yes	328
212	ON PCH F/O 34148	2	Yes	329
213	ON PCH F/O 34146	1	yes	330
214	ON PCH 34138	1	yes	331
215	ON PCH F/O 34134	2	yes	332

216	ON PCH F/O 34118	2	yes	333
217	ON PCH & RUBY LANTERN N/W/C	1	Yes	334
218	ON PCH A/F 34085 & BLUE LANTERN	1	Yes	335
219	ON PCH N/S 500' N/O BLUE LANTERN	2	Yes	336
220	ON PCH 550 N/O BLUE LANTERN E/S	1	Yes	337
221	ON PCH 600' N/O BLUE LANTERN E/S OF STREET	1	Yes	338
222	ON PCH E/S OF STREET 300' S/O SELVA ROAD	1	Yes	339
223	ON PCH & SELVA ROAD S/E/C	2	Yes	340
224	ON PCH 300' S/O GELSONS & SHOPPING CENTER E/S	5	Yes	341
225	ON PCH 250' S/O GELSONS SHOPPING CENTER	4	Yes	342
226	ON PCH AT VIA SUBIDA (GELSONS SHOPPING CENTER)	4	Yes	343
227	ON PCH 50' N/O VIA SUBIDA E/S	4	yes	344
228	ON PCH AT MONARCH BAY PLAZA S/E/C	1	yes	345
229	ON PCH 50' S/O CROWN VALLEY PKWY E/S	2	yes	346
230	ON PCH AT CROWN VALLEY PKWY N/E/C	1	yes	347
231	ON PCH 150' S/O MENTONE E/S	1	yes	348
232	ON PCH 100' S/O MENTONE E/S	1	yes	349
233	50' S/O MENTONE ON PCH E/S	2	yes	350
234	ON PCH 300' S/O GELSON SHOPPING W/S	3	yes	351
235	ON PCH 100' S/O SELVA RD W/S	2	yes	352
236	ON PCH F/O 34235	2	yes	353
237	ON PCH F/O 34241	2	yes	354
238	ON PCH F/O 34277	2	yes	355
239	ON PCH & DEL OBISPO	4	yes	356
240	ON PCH 100' S/O DEL OBISPO ST S/S	1	yes	357
241	A/F 34342 PCH	1	yes	358
		<b>TOTAL</b>	<b>366</b>	

### AREA # 5

#	LOCATION	Filters	Stainless Steel	
1	DOHENY PARK RD CORNER & SOUTH 1 ENTRANCE TO 1-5 FWY	1	yes	359
2	DOHENY PARK RD (34276)	2	1 SS / 1 Old	360
3	CAMINO CAPISTRANO BEHIND (33990) AAMCO TRANS	1	screen	361
4	DOHENY PARK RD N/E/C AND VICTORIA BLVD	1	bypass	362
5	VICTORIA BLVD & DOHENY PARK RD N/E/C	1	bypass	363
6	DOHENY PARK RD & (33990) AAMCO TRANS	2	1 SS / 1 Old	364
7	DOHENY PARK RD W/S 50' S/O LAS VEGAS AVE	1	Fossil	365
8	DOHENY PARK RD CENTER MEDIA A/F SOUTH 1 ENTRANCE 1-5	1	Fossil	366
9	DOHENY PARK RD S/B CENTER MEDIAN 150'N/O PCH	1	Fossil	367
10	SEPULDA BLVD & WEST END OF STREET	2	yes	368
11	SEPULVEDA BLVD S/S W/O VICTORYA BLVD	2	Old	369
12	VICTORIA BLVD S/E/C AND SEPULVEDA	1	yes	370
13	VICTORIA N/E/C AND SEPULVEDA	1	yes	371
14	SEPULVEDA BLVD S/E & VICTORIA BLVD	2	yes	372
15	SEPULVEDA BLVD N/W/C AND CAMINO CAPISTRANO	1	Fossil	373
16	CAMINO CAPISTRANO (34191)	2	Fossil	374
17	CAMINO CAPISTRANO S/E/C AND VIA SERRA	2	yes	375
18	CAMINO CAPISTRANO N/E/C AND VIA SERRA	2	yes	376

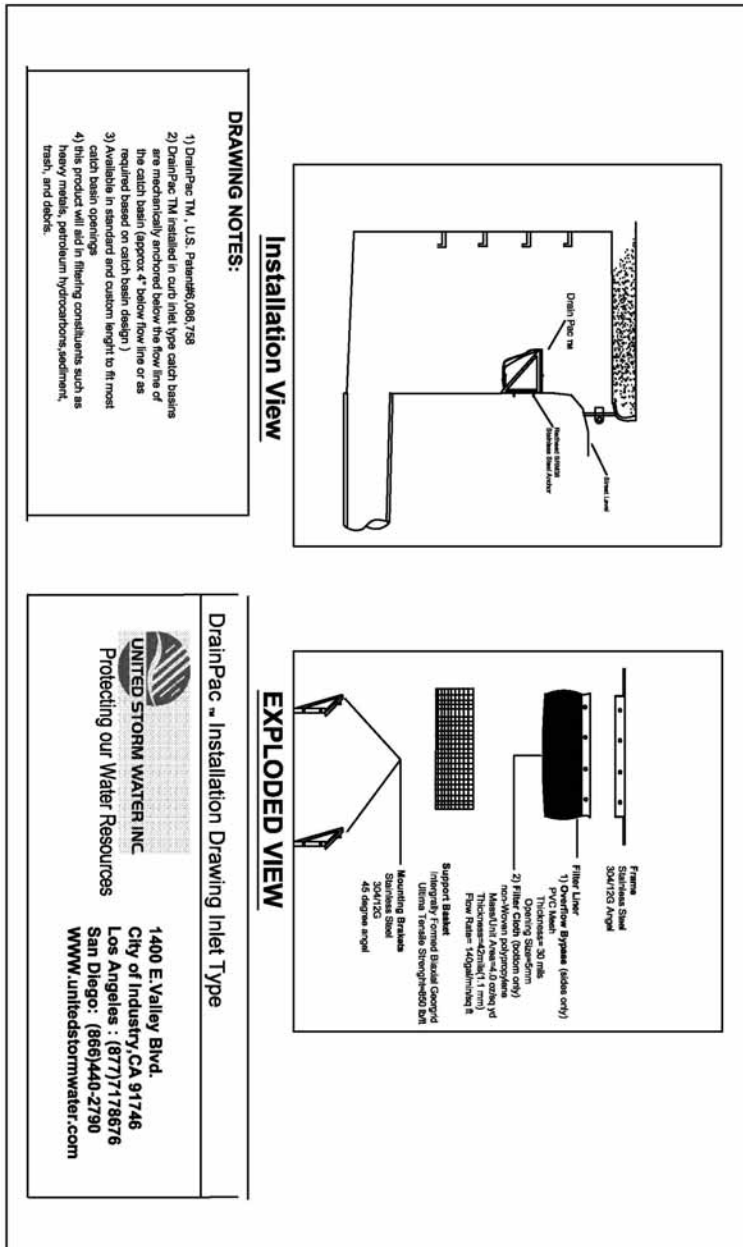
19	CAMINO CAPISTRANO N/S A/F VICTORIA BLVD	2	yes	377
20	CAMINO CAPISTRANO S/W/C AND VICTORIA BLVD	1	yes	378
20A	CAMINO CAPISTRANO AT VIA CANON	1	Fossil	379
20B	CAMINO CAPISTRANO S/E/S 500' S/O CANON	2	yes	380
20C	CANON AT CAMINO CAPOSTRANO N/E/S	2	yes	381
21	CAMINO CAPISTRANO (34575)	3	Fossil	382
22	CAMINO CAPISTRANO (34570)	3	Fossil	383
23	CAMINO CAPISTRANO (34691)	1	yes	384
24	CAMINO CAPISTRANO (34638)	1	yes	385
25	CAMINO CAPISTRANO (34695)	3	Fossil	386
26	CAMINO CAPISTRANO N/E/C AND VIA SACRAMENTO	2	yes	387
27	VIA SACRAMENTO A/F (26401)	3	Fossil	388
28	VIA VERDE N/W/C AND VIA SACRAMENTO	2	yes	389
29	VIA VERDE N/E/C AND VIA SACRAMENTO	1	yes	390
30	VIA SACRAMENTO A/F (26435)	1	Old	391
31	VIA ESPINOSA (34552)	1	yes	392
32	VIA ESPINOZA (34556 B)	2	yes	393
33	VIA ESPINOZA (34441)	2	Old	394
34	VIA GOMEZ (34466)	1	Old	395
35	VIA GOMEZ (34471)	1	Old	396
36	VIA SAN JUAN (34385)	2	yes	397
37	CALLE ULTIMA (26741)	2	yes	398
38	VIA LOPEZ AND VIA SACRAMENTO	1	yes	399
39	CAMINO CAPISTRANO S/E/C AND AVE LAS PALMAS	3	Fossil	400
40	CAMINO CAPISTRANO S/S 20'DOHENY PLACE (PINES PARK)	2	Fossil	401
41	CAMINO CAPISTRANO	2	yes	402
42	CAMINO CAPISTRANO A/F (35002)	2	Old	403
43	CAMINO CAPISTRANO (35002)	2	Old	404
44	CALLE FORTUNA (34971)	2	Fossil	405
45	CALLE FORTUNA (34971)	2	Old	406
46	CALLE FORTUNA A/F (34841)	2	yes	407
47	CALLE FORTUNA A/F (34771)	1	yes	408
48	CALLE FORTUNA (34771)	1	Old	409
49	CALLE FORTUNA (34682)	1	Old	410
50	CALLE FORTUNA (34681)	2	yes	411
51	CALLE JUANITA (26661)	1	Fossil	412
52	CALLE ROSITA A/F (34572)	2	yes	413
53	AVE LAS PALMAS (26641)	2	yes	414
54	CALLE JUANITA A/F (26661)		culvert	415
55	AVE LAS PALMAS (26662)	1	Old	416
56	AVE LAS PALMAS A/F (26662)	1	Fossil	417
57	CALLE LOMA A/F (34652) S/W/C AND LAS PALMAS	1	Fossil	418
58	AVE LAS PALMAS (26732)	1	yes	419
59	AVE LAS PALMAS (26731)	1	Fossil	420
60	AVE LAS PALMAS (26762)	2	Old	421
61	AVE LAS PALMAS S/E/C AND CALLE DOLORES	1	yes	422
62	CALLE DOLORES(27072) E/O AVE LAS PALMAS	1	Old	423
63	CALLE DOLORES (27071)	1	Fossil	424
64	AVE LAS PALMAS N/E/C AND CALLE DOLORES	2	1 SS / 1 Fos.	425
65	AVE LAS PALMAS N/E/C AND CALLE DOLORES	1	YES	426
66	CALLE DOLORES (27016)	1	YES	427

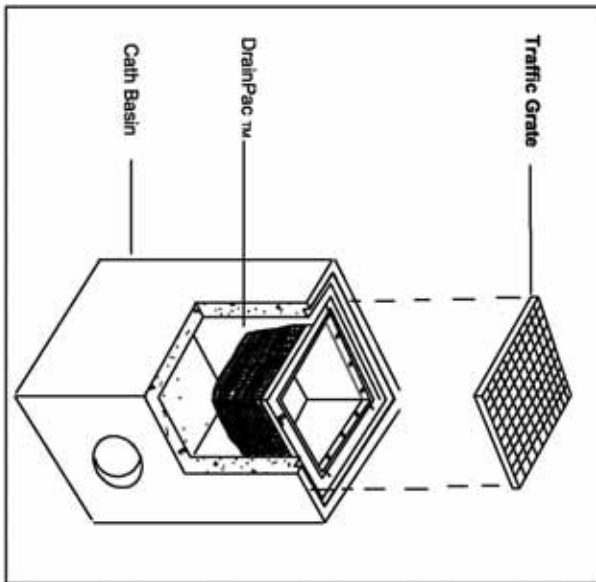
67	CALLE DOLORES A/F (27006)	2	Fossil	428
68	CALLE DOLORES (26935)	1	YES	429
69	CALLE DEL SOL (34932)	2	YES	430
70	CALLE DEL SOL AND VISTA DEL MAR	2	YES	431
71	VISTA DEL MAR (26851)	1	YES	432
72	VISTA DEL MAR (26852)	2	YES	433
73	CALLE VERANO A/F (26843)	1	Old	434
74	CALLE VERANO (26843)	1	YES	435
75	VISTA DEL MAR (26811)	2	YES	436
76	VISTA DEL MAR (26812)	2	Old	437
77	CALLE DEL SOL A/F (34801)	1	YES	438
78	CALLE DEL SOL (34791)	1	YES	439
79	CALLE DEL SOL A/F (34791)	1	YES	440
80	CALLE DEL SOL S/W/C AND CALLE FORTUNA	1	Old	441
81	CAMINO CAPISTRANO(35085)	2	YES	442
82	CAMINO CAPISTRANO(35086)	1	YES	443
83	CAMINO CAPISTRANO(35121)	8	Fossil	444
84	CAMINO CAPISTRANO (35122)	10	Fossil	445
85	CAMINO CAPISTRANO (35191)	2	Old	446
86	CAMINO CAPISTRANO A/F (35191)	1	YES	447
87	CAMINO CAPISTRANO (35221)	1	YES	448
88	CAMINO CAPISTRANO(35241)	1	Fossil	449
89	CAMINO CAPISTRANO A/F (35241)	2	Old	450
90	CAMINO CAPISTRANO E/S AND VIA BELLA	2	Old	451
91	CAMINO CAPISTRANO W/S AND VIA BELLA	2	Old	452
92	CAMINO CAPISTRANO E/S AND MIRA COSTA	1	Fossil	453
93	CAMINO CAPISTRANO (35355)	1	YES	454
94	CAMINO CAPISTRANO A/F (35355)	2	Fossil	455
95	CAMINO CAPISTRANO E/S AND DEL REY	2	Fossil	456
96	CAMINO CAPISTRANO(35411)	1	YES	457
97	CAMINO CAPISTRANO (35386)	2	YES	458
98	CAMINO CAPISTRANO (35455)	1	YES	459
99	CAMINO CAPISTRANO A/F (35455)	2	YES	460
100	GABLE (27531) S/E/C AND CAMINO CAPISTRANO	2	YES	461
101	GABLE (27521) N/E/C AND CAMINO CAPISTRANO	2	YES	462
102	CAMINO DE ESTRELLA N/S 75' W/O CALLE VERANO	9	Fossil	463
103	CAMINO DE ESTRELLA CTR MEDIAN 75' W/O CALLE VERANO	1		464
104	CAMINO DE ESTRELLA S/S 50' E/O CAMINO CAPISTRANO	9		465
105	CALLE VELEZ W/S 75' S/O CALLE PORTOLA	2	Old	466
106	CALLE VELEZ E/S 75' S/O CALLE PORTOLA	1	Old	467
107	CALLE VELEZ W/S 75' N/O CALLE PORTOLA	1	Fossil	468
108	CALLE VELEZ E/S 75' N/O CALLE PORTOLA	1	Fossil	469
109	CALLE MONTEREY (26802)	1	Fossil	470
110	CALLE MONTEREY A/F (26802)	1	Fossil	471
111	CALLE MONTEREY (26882)	1	Fossil	472
112	CALLE MONTEREY A/F (26882)	2	Fossil	473
113	CALLE PORTOLA A/F (34504)	2	YES	474
114	CALLE PORTOLA (34502)	2	YES	475
115	CALLE PORTOLA (346230) S/E OF CUL-DE-SAC	1	YES	476
116	CALLE NARANJA A/F (34622)	1	Old	477
117	CALLE NARANJA A/F (34622)	1	Fossil	478



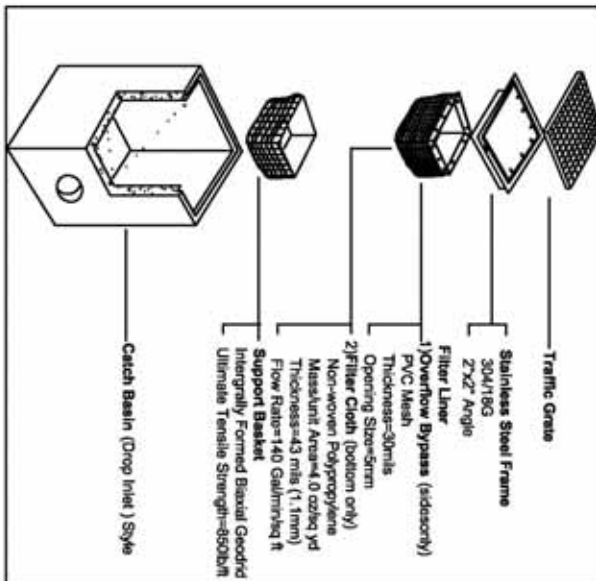
<b>118</b>	BEACH RD (35601)	1	YES	479
<b>119</b>	BEACH RD (35655)	2	YES	480
<b>120</b>	BEACH RD (35487)	1	YES	481
<b>121</b>	ON PCH ACROSS FROM BESTWESTERN	1	YES	482
<b>122</b>	BENEH RD N/S 1000' EAST OF GUARD SHACK	1	YES	483
		<b>TOTAL</b>	<b>217</b>	

EXHIBIT C





**INSTALLATION VIEW**



**EXPLODED VIEW**

**Drawing Notes :**

- 1) DrainPac™, U.S Patent #6,086,758
- 2) DrainPac™ install in drop inlet type basins are self supported fiber inserts that will rest (gravity feed) on the existing catch basin grate frame
- 3) This product will aid in filtering constituents such as heavy metals, petroleum hydrocarbons, sediments, trash and debris

U.S Patent # 6,086,758

**DrainPac™ Installation Drawing: Drop Inlet**



**UNITED STORM WATER INC.**  
Protecting Our Water Resources

14000 E. Valley Blvd  
City of Industry, CA 91716  
Los Angeles: (817)717-8876  
San Diego: (666)440-2790  
www.unitedstormwater.com

DRAWING: 11.0.DP-0211  
DATE: 8/8/07

**CITY OF DANA POINT**  
**MEMORANDUM**

Reviewed By:	
DH	X
CM	X
CA	

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**DATE: MAY 20, 2008**

**TO: CITY COUNCIL**

**FROM: BRAD FOWLER, DIRECTOR OF PUBLIC WORKS AND ENGINEERING SERVICES**

**SUBJECT: FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA ADDING ARTICLE 9 TO THE DANA POINT MUNICIPAL CODE INCLUDING SECTIONS 14.01.780 THROUGH 14.01.950, ENTITLED "CONSTRUCTION OF CABLE COMMUNICATIONS SYSTEMS"**

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**RECOMMENDED ACTION**

That the City Council hold first reading and introduction of an Ordinance (Action Document A) entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, ADDING ARTICLE 9, INCLUDING SECTIONS 14.01.780 THROUGH 14.01.950, ENTITLED "CONSTRUCTION OF CABLE COMMUNICATIONS SYSTEMS"

**BACKGROUND:**

The City has been approached by our franchised communications cable service providers AT&T and Cox regarding plans for additional cable system facilities, requesting public right-of-way encroachment permits. Staff has conducted a number of meetings with these providers to ascertain their construction plans. Given the sensitivity in the community for the proliferation of new utility boxes in the public view, Staff has provided an ordinance for City Council consideration in detailing the Encroachment Permit process, tailored to communications cable facilities construction.

**DISCUSSION:**

The recommended Ordinance, attached as Action Document A, recognizes the heightened sensitivity to these utility boxes and provides a strong preference for underground facilities where feasible. The Ordinance provides for safe, timely construction or replacement of facilities, placement, right-of-way repair, and maintenance, as well as Public Notice for material public right-of-way construction. The

proposed Ordinance is similar to Ordinances adopted by the cities of Irvine and Newport Beach.

Since the Introduction and First Reading of the Ordinance on April 15, 2008, the City has received correspondence from AT&T. The correspondence has been reviewed by the City Attorney. In response to AT&T's comments, the Ordinance has been modified as shown in the tracked changes which is attached as Supporting Document B.

Since this is reintroduced as a First Reading due to the revision, a Second Reading will be required at a subsequent Council Meeting.

**NOTIFICATION/FOLLOW-UP:**

AT&T  
Cox

**FISCAL IMPACT:**

No Fiscal Impact

**ACTION DOCUMENT:**

**PAGE#:**

A. [Proposed Ordinance with revision](#) .....3

**SUPPORTING DOCUMENT:**

B. [Minor Ordinance Revision, Section 14.01.800](#).....19

**ACTION DOCUMENT A – Ordinance**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF DANA POINT RELATING TO  
CONSTRUCTION AND REPLACEMENT OF CABLE COMMUNICATIONS  
SYSTEMS

THE CITY COUNCIL OF DANA POINT DOES ORDAIN AS FOLLOWS:

A NEW ARTICLE OF CHAPTER 14, STREETS AND SIDEWALKS, OF THE DANA POINT  
MUNICIPAL CODE ENTITLED “CONSTRUCTION OF CABLE COMMUNICATIONS  
SYSTEMS” IS HEREBY ADDED TO READ AS FOLLOWS:

**ARTICLE 9 CONSTRUCTION OF CABLE COMMUNICATIONS  
SYSTEMS**

**Sections:**

- 14.01.780 Title**
- 14.01.790 Definitions**
- 14.01.800 Design, Installation, and Construction of Cable System**
- 14.01.810 Encroachment Permit-Applicability**
- 14.01.820 Encroachment Permit Application**
- 14.01.830 Issuance of an Encroachment Permit**
- 14.01.840 Notification Plan**
- 14.01.850 Construction Plan**
- 14.01.860 Conditions of Utilization of PROW**
- 14.01.870 Conditions of Construction.**
- 14.01.880 Post-Excavation Obligations**
- 14.01.890 Duty to Remove Facilities from PROW and Public Property**
- 14.01.900 Maintenance of Facilities**
- 14.01.910 City Vacation or Abandonment**
- 14.01.920 System Location Data**
- 14.01.930 Appeals from Action of the Director**
- 14.01.940 Financial Security**
- 14.01.950 Indemnity and Liability Insurance**

**14.01.780 Title.**

This Article is known and may be cited as the “Construction of Cable Communications  
Systems Article” of the City of Dana Point, California.

#### 14.01.790 Definitions.

A. For the purposes of this Chapter, the following words, terms, phrases, and their derivations have the meanings given herein. Terms defined in the Cable Act shall have the same meanings herein unless expressly defined otherwise. When not inconsistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

“Above Ground Facility” or “AGF” means all structures, poles, pedestals, cabinets, and any other Facility installed above surrounding grade in the PROW (Defined Herein) excluding antennas.

“1984 Cable Act” means the Cable Communications Policy Act of 1984.

“1992 Cable Act” means the Cable Television Subscriber Protection and Competition Act of 1992.

“Cable Act” means the 1984 Cable Act, as amended by the 1992 Cable Act and by the Telecommunications Act.

“Cable Operator” means any Person or group of Persons (i) who provides Cable Service over a Cable System in the City and, directly or through one or more affiliates, owns a significant interest in that Cable System; or (ii) who otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System in the City.

“Cable service” means (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction which is required for the selection of or use of video programming or other programming service.

“Cable System” or “Cable Communications System” or “System” means a Facility, consisting of a set of closed transmission paths and associated signal generation reception, and control equipment that is designed to provide Cable Service, and which is provided to multiple subscribers within the City; but this term does not include: (i) a Facility that serves one or more television broadcast stations; (ii) a Facility that serves subscribers without using any PROW; (iii) a Facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934 (47 U.S.C. § 201 et seq.), except that the Facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent the Facility is used in the transmission of video programming directly to subscribers, unless the extent of the use is solely to provide interactive on-demand services; (iv) an open video system that complies with Section 653 of the Cable Act; or (v) any Facilities of any electric utility used solely for operating its electric utility systems.

“California Public Utilities Commission” or “CPUC” means the California Public Utilities Commission.

“City” means the City of Dana Point, California, acting by and through its City Council, or a representative as the governing body may designate to act on cable matters on its behalf.

“Company” means the Person granted a Franchise by any governmental entity to install, operate, maintain, or reconstruct a Cable System, and the lawful successors, transferees, or assignees of that Person.

“Company Manager” means an employee of the Company who is designated by the Company in writing to the City to be the contact Person for the Company in accordance with the provisions of this Chapter.

“Construction Plan” means a plan that describes in detail the designs, locations, and an estimated time schedule for construction of the Facilities.

“Department” means the Department of Public Works.

“Director” means the Director of the City’s Department of Public Works or his or her designee.

“Encroachment Permit” means a permit for work on City owned property including, but not limited to, parks, rights-of-way, facilities, buildings, or other property.

“Excess Capacity” means the volume or capacity in any existing or future duct, conduit, manhole, hand hole or Facility that is or will be available for use by third party Facilities.

“Facility” or “Facilities” means any cable or other wire or line, pipeline, pipes, duct, conduit, converter, cabinet, pedestal, meter, tunnel, vault, equipment, drain, manhole, splice box, surface location marker, pole, structure, utility, or other appurtenance, structure, property, or tangible thing owned, leased, operated, or licensed by Company to provide, in whole or in part, Cable Services, that are located or are proposed to be located on the PROW which constitute, in whole or in part, a Cable System.

“FCC” means the Federal Communications Commission.

“Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account appropriate environmental, physical, legal, economical and technological factors.

“Franchise” means a written legal undertaking or action issued by any level of government, which authorizes a specific Person to utilize the City’s PROW for the purpose of installing, operating, maintaining, or reconstructing a Cable System to provide Cable Service.

“Person” means any person, corporation, partnership, proprietorship, individual, or organization.

“Public Property” means all real property and improvements owned, operated or controlled by City, other than PROW, within the City’s jurisdiction. Public Property includes, but is not limited to, City owned buildings/facilities, recreational facilities, parks, libraries, street trees, signs, medians and traffic signal facilities.



“Public Right-of-Way” or “Right of Way” or “PROW” means any public Street, public way, public place or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of City.

“Service Area” means all or a portion of the City of Dana Point, as further defined in a Franchise.

“Street” or “Streets” means any street, road, highway, alley, lane, court, boulevard, or other similar PROW, including related facilities such as medians, parkways, sidewalks, traffic signals and signs.

“Standard Encroachment Permit Conditions”, hereafter described as SEPC, means the conditions imposed by the City pursuant to existing ordinance, local and State regulations, or City policies.

“Telecommunications Act” means the Telecommunications Act of 1996.

“Traffic Control Plan” means a plan describing the manner in which Company will manage vehicle, bicycle, and pedestrian traffic along affected Streets when installing or maintaining Facilities.

B. Terms Not Defined. Words, terms, or phrases not defined herein shall first have the meaning as defined in the Cable Act, and then the special meanings or connotations used in any industry, business, trade, or profession where they commonly carry special meanings. If those special meanings are not common, they will have the standard definitions as set forth in commonly used and accepted dictionaries of the English language.

#### **14.01.800 Design, Installation, and Construction of Cable System.**

A. Promotion of Undergrounding. It is the policy of City to promote undergrounding of Facilities whenever and wherever Feasible. When existing Facilities are located underground along a particular PROW, new Facilities must be installed, at Company’s sole expense, underground along that PROW. Further, whenever any Above Ground Facilities are located or relocated underground along a particular PROW, all Companies shall concurrently relocate Company’s Facilities underground on a cost-sharing basis for all Companies involved in a manner consistent with applicable law. No new Above Ground Facilities will be allowed except as provided in subsections (B) and (C).

B. Exceptions to Limits on Above Ground Facilities. The limitations on Above Ground Facilities shall not apply to (1) an insubstantial modification to an existing Above Ground Facility which, as determined by the Director, does not produce a significant impact on the PROW and/or Public Property and the environment surrounding it; (2) to any new Above Ground Facility which, as determined by the Director, does not produce a significant impact upon the PROW and/or Public Property and the environment surrounding it; and (3) to any installation specifically authorized pursuant to a pre-existing and valid local franchise agreement to the extent said exclusion is required by applicable law.

C. Limits on Above Ground Facilities. Except as provided in subsection B above, Companies shall place all newly installed Facilities underground or in flush mounted vaults unless said underground installation is not Feasible, as determined by the Director pursuant to the standards set forth herein. Companies shall coordinate with all affected property owners to locate all newly installed Above Ground Facilities to minimize inconvenience and disruption to residents in a manner approved in writing by the Director.

D. Excess Capacity. Facilities shall be installed within existing underground ducts or conduits whenever Excess Capacity is available on reasonable terms.

#### **14.01.810 Encroachment Permit--Applicability.**

A. Except as provided in subsection (B), in addition to any agreement, license, permit or Franchise required by this Chapter or any other Chapter of this Code, and in addition to any other permit or entitlement required by local, state or federal law, any Person or Company which is a Cable Operator shall obtain an Encroachment Permit prior to performing any work in the PROW relating to, in whole or in part, the construction, installation, or repair of a Cable System, or a portion thereof, and shall pay all fees required by this Code.

B. Notwithstanding anything stated herein, an Encroachment Permit shall not be required if, in the determination of the Director, the proposed project relates solely to work on the inside of the Facility without alteration to the enclosure itself. In lieu of the necessity of an Encroachment Permit, the Company shall obtain all otherwise necessary City permits including, without limitation building permits, electrical permits, and other permits which may be required by the Municipal Code and shall comply with the undergrounding requirements of Section 14.01.800. Further, the Company shall be responsible to coordinate with the Director in regard to needed permits or determinations.

C. Annual Encroachment Permits. The Director in his/her discretion may issue an annual Encroachment Permit to Company to make extensions, routine maintenance and emergency repairs. Annual Encroachment Permits shall be issued on a yearly basis. Except as specifically provided otherwise in this Chapter, excavations authorized by this section shall be subject to all fees and requirements of this Chapter.

#### **14.01.820 Encroachment Permit Application.**

An application for an Encroachment Permit, along with payment of any fees or deposit required by the City, shall be filed with the Director, in the form and manner required by the Director and shall contain, at a minimum, all of the following: in accordance with the City's Encroachment Permit application requirements, as determined by the Director.

A. The Identity of Company. If the application is made by an authorized agent of Company, written authorization shall be provided.

B. Engineering plans, specifications and a network map of the Facilities to be located within the PROW, including a map in electronic and/or other form required by the City. The plans and specifications shall show:

1. The location of all existing and proposed Facilities in the PROW or Public Property along proposed route including the type and location of existing and proposed pedestals and other Above Ground Facilities, along with, if required by the Director, photographs or artists renderings, of all above-ground visible equipment, from which their fully-dimensioned size must be apparent. The submission may be required to include a detailed description of the equipment included within the above-ground installation including the electronic components, natural gas generator, electrical fans, anticipated noise levels during winter and summer months, the emergency backup operations and the proposed maintenance schedule for the Facilities.

2. The specific trees, structures, improvements, Facilities and obstructions, if any that Company proposes to temporarily or permanently remove or relocate.

3. Existing improvements and appurtenances, including but not limited to, sidewalk, asphalt pavement, trees, landscaping, traffic signs and pavement markings, traffic signals, and any other improvement that is in the vicinity of the planned work.

4. Detailed information to clearly show how all existing improvements shall be protected or restored to their original condition during the planned work. In addition, dimensions showing exact locations as to where new Facilities are to be constructed.

5. Specifically how all City ordinances and the SEPC are planned to be addressed with any proposed project.

C. Excess Capacity. If Company is proposing an underground installation within new Facilities to be constructed within the PROW, it shall agree to provide, upon request, information regarding any Excess Capacity that will exist in such ducts or conduits after installation of Company's Facilities, to the City or a subsequent permit applicant.

D. A Construction Plan. A Construction Plan disclosing, at a minimum, construction schedule, final completion date, and specific construction benchmark dates as to identify portions of the project.

E. A Traffic Control Plan. A Traffic Control Plan in accordance with such guidelines established by the Director.

F. A Public Notification Plan. Companies may be required by the Director to provide reasonable advance notice to the public via a public notification plan of the proposed quantity, precise dimensions, design, color, type, potential noise and location of Above Ground Facilities pursuant to guidelines promulgated by the Director. The Plan is subject to the prior written approval of the Director.

#### **14.01.830 Issuance of an Encroachment Permit.**

A. Each Encroachment Permit shall be subject to the criteria and provisions of this Chapter. The Encroachment Permit shall be issued upon review of a completed application and a determination by the Director that Company has complied with all applicable requirements of this Chapter.

B. Criteria. The determination to grant or deny an Encroachment Permit shall be exclusively based upon the criteria set forth in this subsection. The Director shall consider the following:

1. The capacity of the PROW to accommodate Company's proposed Facilities and Facilities known to be needed in the future.
2. The capacity of the PROW to accommodate known additional Facilities if the permit is granted.
3. The damage or disruption, if any, to the PROW or any public or private facilities, improvements, pedestrian or vehicle travel, landscaping, or any other existing improvement if the permit is granted.
4. The availability of technically compatible existing Facilities or Excess Capacity, or alternate routes and/or locations for the proposed Facilities, which would be less disruptive or which better protects the PROW for its dedicated use.
5. The adverse aesthetic or blighting effect of any Above Ground Facilities by virtue of their design, color, dimensions, locations, new obstructions and quantity.
6. Completion of any necessary environmental review under the California Environmental Quality Act (CEQA).
7. Agreement for compliance with all City ordinances, regulations, policies, and the SEPC related to the issuance of an Encroachment Permit.

C. Modifications. Any approval of an Encroachment Permit may require modifications to the proposed activities pursuant thereto as a result of the Director's consideration of the factors set forth above, including by limiting or changing the number, size, color and location of the Above Ground Facilities proposed to be installed and/or requiring the installation of landscape or other camouflaging techniques, screening, relocation or requiring undergrounding to minimize adverse visual impacts and obstructions.

D. Fees. As a condition of the issuance of any Encroachment Permit, Company shall pay and submit all applicable cost-based fees assessed by resolution of the City Council.

E. Right to Inspect. Upon the provision of reasonable written notice by the Director, Company shall allow the City the right to inspect Company's work at any reasonable time the City deems appropriate.

F. Duration and Validity. Encroachment Permits shall be void if the permitted work has not commenced within sixty (60) calendar days of the permit issuance date, if the permitted work is not prosecuted diligently to its conclusion, or if the permitted work, including restoration, has not been completed within the duration limits of the permit. The Director may, upon good cause, issue extensions to the time of commencement of work, the duration of the Encroachment Permit, or both upon request from Company.

### **14.01.840 Notification Plan**

Companies may be required by the Director to provide reasonable advance notice to the public via a public notification plan of the proposed quantity, precise dimensions, design, color, type, potential noise and location of Above Ground Facilities pursuant to guidelines promulgated by the Director and/or meet with the public as determined by the Director. The plan is subject to the prior written approval of the Director.

### **14.01.850 Construction Plan.**

A. Initial Submittal Requirements. Not less than thirty (30) days prior to proposed commencement of any work in the PROW and only after an Encroachment Permit is secured, Company shall submit to the Director for his or her review a Construction Plan containing the following information:

1. Dates for Work Start and Completion. Company shall identify a start and completion date for the work and shall complete the Cable System construction authorized by the Encroachment Permit no later than the date specified in the permit. If Company requires additional time to complete work, it shall so notify Director and Director may grant a work completion extension.

2. Telephone Contact. Company shall provide the Director with a telephone contact number, answered twenty-four (24) hours a day during the construction period, to enable the Director to report any concerns regarding construction of the Facilities.

B. Construction Status Report. During construction, Company shall, at the request of the Director, submit to the Director regular progress reports describing in detail the status of construction in relation to the Construction Plan. The first report shall be submitted within seven days after commencement of construction and shall be updated days thereafter, as may be required by the Encroachment Permit. Work plans shall be provided in advance to the Director for review and approval.

C. Notification. Company shall provide written notification to the Director of any construction and/or maintenance activities undertaken in the PROW, whether undertaken pursuant to permit or otherwise, prior to the commencement of such activities unless the activities have been previously reported to the Director, or a valid emergency due to system failure.

### **14.01.860 Conditions of Utilization of PROW.**

A. All Facilities of Company shall be so located, constructed, installed and maintained so as not to endanger, interfere with or limit the usual and customary use and/or traffic and travel upon the PROW as well as adjacent private property pursuant to a routing plan to be approved by the Director.

B. In the event Company creates a hazardous or unsafe condition or an unreasonable interference with the PROW or adjacent private property, such Company shall remove or modify that part of the Facility to eliminate such condition.

C. Company shall not place equipment where it will interfere with existing and known future City uses of the PROW, with the rights of private property owners as determined by the Director, with gas, electric, sewer or telephone fixtures, with water hydrants and mains, with sewers, storm drains or v-ditches, or any wastewater stations, with any traffic control system, or any other City facility.

D. Company, at its own expense and pursuant to a timeline approved by the Director, shall protect the PROW and support or temporarily disconnect or relocate any of Company's Facilities when necessitated by reason of:

1. Traffic conditions;
2. Public safety;
3. Temporary or permanent Street closing not for the benefit of a private party;
4. Street construction or resurfacing;
5. A change or establishment of Street grade; and
6. Installation of sewers, drains, water pipes, storm drains, lift stations, force mains, street light facilities, traffic signal facilities, tracks, or any other public use of the PROW.
7. Any other City approved construction activity.

E. It shall be the responsibility of Company to mark its Facilities with search wire and to locate and mark or otherwise visibly indicate and alert others to the location of its underground Facilities before employees, agents, of independent contractors of any entity perform work in the marked-off area. Company shall participate in and adhere to the practices of Underground Services Alert ("USA") or its successor notification system and provide at least forty-eight (48) hours prior notice to USA prior to any excavation.

#### **14.01.870 Conditions of Construction.**

A. Applicability. Each excavation and/or installation of Above Ground Facilities in the PROW pursuant to this Chapter shall be performed in accordance with this Chapter, with the City's SEPC, with the standard plans and specifications of the Department and with any Department orders or regulations, except where the Director, at his or her discretion, grants prior written approval to deviate from the standard plans and specifications, orders, or regulations.

B. Notice for Emergency Excavation or installation. For emergency excavation or installation, Company shall post and maintain notice at the site of the excavation or installation during the construction period. The notice shall include the name, telephone number, and address

of Company, a description of the excavation or installation to be performed, and the duration of the excavation or installation. The notice shall be posted along any Street where the excavation or installation is taking place. The Director shall be advised immediately during normal weekday working hours.

C. Marking of Subsurface Facilities. If Company excavates in the PROW, it shall comply with the requirements of Government Code 4216 (Underground Service Alert of its successor notification system) regarding notification of excavation or installation and marking of subsurface Facilities.

D. Limits on Excavation in the Public Right-of-Way.

1. Scope. It is unlawful for Company to make, cause, or permit to be made, any excavation in the PROW outside the boundaries, times, and description set forth in the Encroachment Permit.

2. Trenchless Technology. Use of trenchless equipment to excavate in the PROW is allowed with prior written approval of the Director.

3. Single excavation maximum of one thousand two hundred (1,200) feet. No single excavation site shall be longer than one thousand two hundred (1,200) feet in length at any time except with the prior written approval of the Director.

4. Moratorium on new or newly repaved streets. Municipal Code, Section 14.01.540 shall expressly apply.

5. Company shall adhere to all requirements listed in the SEPC.

E. Company assumes all responsibility for damage or injury resulting from the construction of any Above Ground Facility. If Company fails to comply with any written Director's demand relating thereto, the City may perform said work at Company's expense and may withdraw its costs and expenses from the security deposit or other security provided by Company, or charge Company.

F. Modification to Requirements. Upon written request, and for good cause as determined by the Director, the Director may grant written approval for modifications to the requirements of this section.

G. Incomplete Excavation--Completion by the City. In any case where an excavation is not completed or restored in the time and manner specified in the Encroachment Permit, this Chapter, or the orders, regulations, conditions, and standard plans and specifications of the Department, the Director shall order Company to complete the excavation as directed within twenty-four (24) hours. If Company should fail, neglect, or refuse to comply with the order, the Director may complete or cause to be completed such excavation to temporarily cover or mitigate hazards in such manner as the Director deems expedient and appropriate. The Company shall compensate the City for any costs associated with the administration, construction, consultants, equipment, inspection, notification, remediation, repair, restoration, or any other actual costs incurred by the City or other agencies, boards, commissions, departments of the City

that were made necessary by such excavation. The cost of such work also may be deducted from Company's security fund.

H. Subject to the limitation set forth in this Chapter, completion of an excavation or restoration by the Department in accordance with this Chapter shall not relieve the owner or Company from liability for future pavement failures at the excavation site.

#### **14.01.880 Post-Excavation Obligations.**

A. **Repair and Maintenance Obligations of Company.** Each Company that excavates or causes to be made an excavation in the PROW shall be responsible to maintain, repair, or reconstruct the site of the excavation so as to maintain a condition acceptable to the Director, and in compliance with the City's SEPC, until such time as the site of the excavation is repaved or resurfaced by the Department, or pursuant to a subsequently issued PROW permit. The Director may also withhold issuance of new Encroachment Permits or rescind approval of previously approved Encroachment Permits for Company failure to remediate or repair excavation or to maintain Facility to the satisfaction of the Director or for lack of payment to the City for City's repair of excavation or maintenance of Facility to the satisfaction of Director.

B. **Subsurface or Pavement Failures.** In the event that subsurface material or pavement over or immediately adjacent to any excavation should become depressed, broken, or fail in any way at any time after the work has been completed, the Director shall exercise his or her best judgment to determine the Person(s) responsible, if any, for the failure in the subsurface or surface of the PROW and shall designate such Person as the responsible party. The Director shall notify such Person(s) of the condition, its location, and the required remedy, and such Person(s) shall repair or restore, or cause to be repaired or restored, such condition to the satisfaction of the Director within seventy-two (72) hours of the notification, unless, considering the interest of public safety, the Director extends the time for the responsible party to repair or restore the affected PROW.

C. **Repairs by the City.** Municipal Code, Sections 14.01.550 and 14.01.560 shall expressly apply.

D. **Emergency Remediation by City.**

1. If, in the judgment of the Director, the site of an excavation is considered hazardous or if it constitutes a public nuisance, public emergency, or other imminent threat to the public health, safety, or welfare that requires immediate action, the Director may order the condition remedied by a written, electronic, or facsimile communication to the Person(s) responsible, if any, for remedying the condition and shall designate such Person as the responsible party.

2. If the responsible party is inaccessible or fails, neglects, or refuses to take immediate action to remedy the condition as specified in the communication, the Director may remedy the condition or cause the condition to be remedied in such manner as the Director deems expedient and appropriate. The Person(s) identified by the Director as the responsible party shall compensate the City for any reasonable costs associated with the administration,



construction, consultants, equipment, inspection, notification, remediation, repair, restoration, or any other actual costs incurred by the Department or other agencies, boards, commissions, departments of the City that were made necessary by reason of the emergency remediation undertaken by the Department. The cost of such work also may be deducted from Company's security deposit.

3. Remediation by the Department in accordance with this section shall not relieve the Person(s) from liability for future pavement failures at the site of the remediation.

#### **14.01.890 Duty to Remove Facilities from PROW and Public Property.**

A. The Director may order Company to remove its Facilities from public property or PROW at its own expense whenever Company ceases and fails to complete construction of the Facility outlined in the PROW Permit within the term or duration of the PROW Permit.

B. If not removed voluntarily by Company, then the Director may notify Company that should removal of the property not be accomplished within a reasonable time specified by the Director, the Director may order the removal of the Facilities at that Company's expense. The Company's security deposit shall be available to pay for such work.

C. If officials or representatives of the City remove Facilities, and if Company does not claim the property within thirty (30) days of its removal, then the City may take whatever steps are available under State law to declare the property surplus, and sell it, with the proceeds of such sale going to the City.

D. When such Company removes its Facilities from the PROW, Company shall, at its own expense, and in a manner approved by the Director, replace and restore such PROW to a condition comparable to that which existed before the work causing the disturbance was done.

#### **14.01.900 Maintenance of Facilities.**

A. Construction, installation, maintenance and repair of any Facilities shall comply with the most current editions of the Zoning Codes, Building Codes, Excavation Codes, Construction Codes, Plumbing Codes, National Electrical Safety Code, the National Electric Code, the City-adopted Public Works Construction Standards, Specifications and Plans, the Municipal Code, as they are modified from time to time, and any applicable Federal, State or local statutes, regulations, guidelines, or requirements.

B. To the extent permitted to remain above ground, Company shall place all Above Ground Facilities in flush mounted or low profile waterproof pedestals whose design, size, location, color within manufacturer's specifications, appearance, and placement have been previously approved by the Director in writing and shall be in conformity with all applicable City ordinances, codes, regulations, rules, and guidelines.

C. Cabinet Treatment, Graffiti Mitigation and Landscaping. The exterior of Above Ground Facilities shall resist graffiti or be painted with anti-graffiti paint and be maintained in a "like-new" condition. Applications for Above Ground Facilities must include a Graffiti

Mitigation Plan detailing how Company will maintain the Above Ground Facilities free from graffiti and other defacements (i.e. stickers, posters, decals, and other markings), and a landscaping plan detailing how the landscape installation will minimize visual impact, and how said landscaping will be maintained. The Graffiti Mitigation Plan and Landscaping Plan shall commit to inspection at least four (4) times a year and shall include identification of the resources dedicated to mitigating graffiti. Additionally, the Graffiti Mitigation Plan shall provide the name, mailing address, phone number, and e-mail address of a single point of contact responsible to resolve graffiti issues should they occur. The Graffiti Mitigation Plan shall clearly state that graffiti shall be removed within forty-eight (48) hours of the time at which Company is notified of graffiti and that the Above Ground Facility's surfaces shall be restored to their original exterior appearance. Director at his/her discretion may require a bond or other security to insure compliance with this section.

D. Each Above Ground Facility installed in the PROW shall be discretely, yet clearly identified with the name of the owner of the Above Ground Facility and a toll-free telephone number for Company. The Department shall adopt orders or regulations to specify other appropriate methods for identification.

E. During construction and maintenance, Company shall identify its construction sites, vehicles and equipment, by name and category with sufficient clarity so that traffic flowing in both directions can determine the nature of the project and the entity upon whose behalf the construction is being undertaken.

F. Company assumes all responsibility for damage or injury resulting from the maintenance of any Above Ground Facility. If Company fails to comply with any written Director's demand relating thereto, the City may perform said work at Company's expense and withdraw its costs and expenses from the security deposit or other security provided by Company, or charge Company.

#### **14.01.910 City Vacation or Abandonment.**

In the event any PROW or portion thereof used by Company shall be vacated by the City for a governmental purpose, upon reasonable notice Company shall forthwith remove its Facilities from the PROW unless specifically permitted to continue. As a part of the removal, Company shall restore, repair or reconstruct the area where the removal has occurred, to a condition as may be required by the Director, but not in excess of the original condition. In the event of any failure, neglect or refusal of Company, after thirty (30) days notice by the Director, to do such work, Director may cause it to be done, and Company shall, within forty-five (45) days of billing, pay to City the actual costs incurred.

#### **14.01.920 System Location Data.**

To the extent reasonably available, Company shall provide the Director with data in a digital or other format specified by the Director which details and documents all the geographic locations of Facilities located in PROW. The computer disk or other record shall be updated whenever there have been significant changes in the location of the Facilities at the Director's discretion. In addition, Company shall maintain in its local office a complete, fully-

dimensioned, and up-to-date set of as-built system maps and drawings upon completion of construction. As-built drawings shall show all Facilities. The scale of maps and drawings shall be sufficient to show the required details in easily readable form and size.

#### **14.01.930 Appeals from Action of the Director.**

If Company is aggrieved by any decision of the Director under this Chapter, Company may appeal the decision to the City Manager by filing with the City Clerk a statement addressed to the City Manager setting forth the facts and circumstances regarding the Director's decision and the basis for the appeal. The appeal shall be accompanied by a fee as established by resolution of the City Council. The City Manager, not less than ten (10) business days from the date on which the appeal was filed with the City Clerk, shall hear the appeal and all relevant evidence, and shall determine the merits of the appeal. The City Clerk shall provide written notification of the time and place set for hearing the appeal. The City Manager may sustain, overrule or modify the action of the Director, and decision of the City Manager shall be final.

The right to appeal to the City Manager shall terminate upon the expiration of ten (10) business days following personal delivery to Company or the deposit of a letter in the United States mail advising Company of the action of the Director and of the right to appeal such action to the City Manager.

#### **14.01.940 Financial Security.**

The Encroachment Permit may require that the Company provide financial security pursuant to this section. The Director shall determine the appropriate level of financial security, which may include all of the following protections for the City against Company default or failure to comply with this Chapter.

#### **14.01.950 Indemnity and Liability Insurance.**

A. To the maximum extent permitted by applicable law, Company shall at all times defend, indemnify, protect, hold harmless, and exempt the City, the City Council, its officers, agents, servants, attorneys and employees, from any and all penalties, damages or charges arising out of claims, suits, demands, causes of action, award of damages, imposition of fines and penalties, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which arise out of, or are caused by, the construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal or restoration of Facilities within the City based upon any act or omission of a Company, its agents or employees, contractors, subcontractors, independent contractors, or representatives except for that which is attributable to the sole negligence or willful misconduct of the City, the City Council, its officers, agents, servants, attorneys and employees. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included as those costs which shall be recovered by the City.

B. Except as provided in or as supplemented by any Encroachment Permit, a Company shall secure and maintain, public liability, property damage insurance, and umbrella coverage in at least the following amounts:

1. Public Liability. Two million dollars (\$2,000,000.00) per Person/per occurrence;
2. Property Damage. Two million dollars (\$2,000,000.00) per any one claim;  
or
3. Umbrella Liability. Five million dollars (\$5,000,000.00).

C. The public and Personal liability and property damage insurance policy shall specifically include the City, the City Council, its employees, and agents as additional insureds.

D. The public and Personal liability and property damage insurance policies shall be issued by an agent or representative of an insurance Company licensed to do business in the State and which has one of the three highest or best ratings from the Alfred M. Best Company.

E. The public liability and property damage insurance policies shall contain an endorsement obligating the insurance Company to furnish the Director with at least thirty (30) days written notice in advance of the cancellation of the policy.

F. Renewal or replacement policies or certificates shall be delivered to the Director at least fifteen (15) days before the expiration of the insurance which such policies are to renew or be replaced.

G. Before a Company commences any construction, the Company shall deliver the policies or certificates representing the insurance to the Director as required herein.

H. The Director may adjust the coverage amounts specified in subsection B of this section provided that the adjustments result in the Company meeting or exceeding the coverage specified in this section.

PASSED, APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Joel Bishop, Mayor

ATTEST:

\_\_\_\_\_  
Kathy M. Ward, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF ORANGE            ) ss.  
CITY OF DANA POINT            )

I, Kathy M. Ward, City Clerk of the City of Dana Point, do hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was introduced at a regular meeting of the City Council of the City of Dana Point held on the 20<sup>th</sup> day of May, 2008, and was thereafter duly and regularly passed and adopted by the Council of the City of Dana Point at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Said Ordinance has been published or posted pursuant to law. Witness my hand and official seal of the City of Dana Point this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Kathy M. Ward, City Clerk

**SUPPORTING DOCUMENT B: Minor Ordinance Revision, Section 14.01.800****14.01.800 Design, Installation, and Construction of Cable System.**

A. Promotion of Undergrounding. It is the policy of City to promote undergrounding of Facilities whenever and wherever Feasible. When existing Facilities are located underground along a particular PROW, new Facilities must be installed, at Company's sole expense, underground along that PROW. Further, whenever any Above Ground Facilities are located or relocated underground along a particular PROW, all Companies shall concurrently relocate Company's Facilities underground on a cost-sharing basis for all Companies involved in a manner consistent with applicable law. No new Above Ground Facilities will be allowed except as provided in subsections (B) and (C).

B. Exceptions to Limits on Above Ground Facilities. The limitations on Above Ground Facilities shall not apply to (1) an insubstantial modification, ~~as determined by the Director,~~ to an existing Above Ground Facility which, as determined by the Director, does not produce a significant impact on the PROW and/or Public Property and the environment surrounding it; (2) to any new Above Ground Facility which, as determined by the Director, does not produce a significant impact upon the PROW and/or Public Property and the environment surrounding it; and (3) to any installation specifically authorized pursuant to a pre-existing and valid local franchise agreement to the extent said exclusion is required by applicable law.

C. Limits on Above Ground Facilities. Except as provided in subsection B above, Companies shall place all newly installed Facilities underground or in flush mounted vaults unless said underground installation is not Feasible, as determined by the Director pursuant to the standards set forth herein. Companies shall coordinate with all affected property owners to locate all newly installed Above Ground Facilities to minimize inconvenience and disruption to residents in a manner approved in writing by the Director.

**CITY OF DANA POINT**  
**AGENDA REPORT**

<b>Reviewed By:</b>	
DH	X
CM	X
CA	X

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**DATE: MAY 20, 2008**

**TO: CITY MANAGER/CITY COUNCIL**

**FROM BRAD FOWLER, DIRECTOR OF PUBLIC WORKS AND ENGINEERING SERVICES  
TRAFFIC IMPROVEMENT COMMISSION**

**SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, MODIFYING CHAPTER 12.14 OF THE DANA POINT MUNICIPAL CODE ADDRESSING NECESSARY CODE REVISIONS FOR PREFERENTIAL PARKING DISTRICTS CITYWIDE**

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**RECOMMENDED ACTION:**

That the City Council hold second reading and adopt an Ordinance of the City of Dana Point (Action Document A) entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, MODIFYING CHAPTER 12.14 OF THE DANA POINT MUNICIPAL CODE ADDRESSING NECESSARY CODE REVISIONS FOR PREFERENTIAL PARKING DISTRICTS CITYWIDE

**BACKGROUND:**

Chapter 12.14 of the Dana Point Municipal Code provides guidance on the establishment of Preferential Parking Districts citywide.

In September of 1999, the City Council established the first and only Preferential Parking District ("District") in the City of Dana Point around Dana Hills High School ("DHHS") per Chapter 12.14 of the Dana Point Municipal Code. The intent of the DHHS District was to prevent student parking on residential streets around DHHS as it was impacting residents negatively.

The District has been expanded several times to include additional streets as students were migrating onto additional streets. In addition, the City has worked

diligently to add parking on Golden Lantern and Stonehill Drive to offset the loss of student parking where the District was originally established and expanded.

The current ordinance is proposed to be updated to address issues that have developed over time, and to provide clarification for staff and our residents.

**DISCUSSION:**

Over time, City staff, in response to public complaints, have identified that the original Ordinance should be adjusted to allow for proper enforcement and to clarify a few discrepancies. As such, Public Works, Police Services, and the City Attorney's Office worked together to develop appropriate revisions to allow the spirit of the original Ordinance to be implemented and enforced. The proposed ordinance is included as Action Document A. The suggested revisions are outlined in Supporting Document B.

The Traffic Commission ("Commission") initially reviewed the recommended modifications at its February 20<sup>th</sup> meeting listening to unanimous public comments in support of the revisions. Feedback has been incorporated into this subsequent revision and has been reviewed a second time by the Commission at its March 20<sup>th</sup> meeting. Essentially, the ordinance clarifies the Dana Hills High School District intent, closes several loop-holes, and allows easier enforcement where students are inappropriately obtaining preferential parking stickers/placards from friends and residents as well as parking/leaving trash in front of residences near the school. During review of the ordinance, the City Attorney also took the opportunity to clarify definitions of certain terms, the process to initiate a new preferential parking district, permit revocation/appeal procedures, and other sections that need adjustment.

The City Council introduced and held a first reading of the proposed ordinance on May 6, 2008. Staff recommends that the City Council hold the second reading and adopt the ordinance included as Action Document A.

**NOTIFICATION/FOLLOW-UP:**

Traffic Improvement Commission

**STRATEGIC PLAN IMPLEMENTATION**

In compliance with the Strategic Plan Initiative to maintain, modernize and beautify the City's infrastructure and neighborhoods.

**FISCAL IMPACT:**

None.



**ALTERNATIVE ACTIONS:**

1. Other direction to staff as determined by the City Council.

**ACTION DOCUMENTS:**

**PAGE #**

- A. [Ordinance](#) ..... 4

**SUPPORTING DOCUMENTS:**

- B. [Existing Ordinance with Suggested Changes](#) ..... 11

**ACTION DOCUMENT A – Ordinance****ORDINANCE NO. 08-XX****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, MODIFYING CHAPTER 12.14 OF THE DANA POINT MUNICIPAL CODE ADDRESSING NECESSARY CODE REVISIONS FOR PREFERENTIAL PARKING DISTRICTS CITYWIDE**

WHEREAS, Chapter 12.14 of the Dana point Municipal Code relates to Preferential Parking Districts citywide;

WHEREAS, the existing ordinance is in need of revisions to address issues that have developed over time, and to allow staff to properly administer the Preferential Parking District program;

THE CITY COUNCIL FOR THE CITY OF DANA POINT DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: The above recitals are incorporated herein by reference.

Section 2: Chapter 12.14.002 (f) of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.002 (f) Guest**

(f) “Guest” means any person visiting a resident located in a preferential parking district for any traditional guest purpose. The term “guest” also includes those persons providing professional services to a dwelling unit or building located within a district.

Section 3: Chapter 12.14.002 (k) of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.002 (k) Resident**

(k) “Resident” means a homeowner, tenant or other person who lives in a dwelling unit.

Section 4: Chapter 12.14.004 of the Dana Point Municipal Code is hereby replaced as follows:

#### **12.14.004 Initiation of a Preferential Parking District**

The process for a preferential parking district may be initiated at the direction of the City Council or Traffic Improvement Commission. Notwithstanding the right of the City Council or Traffic Improvement Commission to initiate a preferential parking district, no Resolution establishing such district shall take any force or effect until signs or markings giving adequate notice thereof have been placed in and about the district.

Section 5: Chapter 12.14.005 of the Dana Point Municipal Code is hereby replaced as follows:

#### **12.15.005 Intent of Preferential Parking District Surrounding Dana Hills High School**

The intent of the Preferential Parking District (District) is to protect residents and their guests from the adverse impacts of non-resident parking on public streets in Preferential Parking Districts. The permits issued to residents living in District boundaries are for their sole use, including guests who are visiting their dwelling units. Permits shall not be distributed to non-residents or guests not actually entering the District to visit a resident in the District. Persons who attend or visit Dana Hills High School, unless they are actual District residents parking next to their homes, are not entitled to park in the District, even if a guest pass or resident pass is provided by a District homeowner or resident. It is also the intent of this District that residents and guests park reasonably close to the residence for which the pass is issued, defined as within 500 feet of the residence.

Section 6: Chapter 12.14.006 of the Dana Point Municipal Code is hereby replaced as follows:

#### **12.14.006 Designation of Preferential Parking District.**

Once the process for the formation of a Preferential Parking District has been initiated, the following shall take place prior to the establishment of a district:

(a) The Director shall prepare a study on the need for preferential parking in the proposed district. The study may include a survey of resident opinions and observations regarding the need for preferential parking. The study shall include:

- (1) An evaluation of the appropriate district boundaries;
- (2) An evaluation of the current on-street parking uses within the proposed district;
- (3) An assessment of the parking restrictions required to address the needs of the proposed district;

(4) An assessment of the potential impacts of the district upon parking uses and parking availability within and without the proposed district boundaries;

(5) An evaluation of the proximity of the proposed district to the Dana Hills High School campus and the negative parking impacts attributable to student parking for all Preferential Parking Districts around Dana Hills High School;

(b) The Director shall present the study and recommendations to the Traffic Improvement Commission or City Council for consideration at a noticed public hearing.

(c) The Director, in making a recommendation to the Traffic Improvement Commission or City Council to establish a district, must consider whether:

(1) The proposed preferential parking program will help address the parking needs of the proposed district; and

(2) The proposed preferential parking program will not result in significant adverse impacts to adjacent, non-district neighborhoods and no unreasonable displacement of non-resident vehicles into surrounding residential areas; and

(3) There are no other practical or feasible alternatives for adequately addressing the district's shortage of reasonably available and convenient residential parking spaces. .

(d) The Traffic Improvement Commission or City Council shall consider the recommendation of the Director in making its determination regarding the formation of a district. If the Traffic Improvement Commission or City Council determines that the criteria set forth in Section 12.14.006(c) have been met in accordance with the rules and procedures required by this Chapter, the Traffic Improvement Commission or City Council may establish a preferential parking district by a resolution designating the appropriate boundaries, parking restrictions and number of parking permits and guest permits which will be issued per dwelling unit in the district. Motor vehicles displaying a valid parking permit may be parked exempt from the parking restrictions established pursuant to this Chapter in the district for which the permit is issued. An approved Preferred Parking District shall not have any force or effect until after signs or markings giving adequate notice thereof have been placed in and about the district.

Section 7: Chapter 12.14.008 of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.008 Issuance of Permits**

(a) Any resident wishing to obtain a parking permit(s) for a district must complete an application as directed by the Department and submit the application along with the appropriate fees, if any, imposed pursuant to Section 12.14.020.

(b) A resident applicant for a preferred parking district permit(s) must prove to the satisfaction of the Director that he or she resides in a particular dwelling unit within that district. An applicant must also prove that the motor vehicle(s) for which the permit is issued is currently registered in the State of California.

(c) Each permit shall be designed to state or reflect the particular district, the license number of the vehicle for which the permit is issued and the date on which the permit shall expire.

(d) Replacement permits may be obtained after proof to the satisfaction of the Director that the original permit was lost, damaged, or stolen, and the appropriate fees, if any, have been paid.

(e) Permits shall only be used by residents and guests of the dwelling unit, and shall only entitle the user to park within 500 feet of the dwelling unit to which the pass is issued. If the vehicle with a permit is parked beyond that distance, the vehicle shall be subject to citation by law enforcement.

Section 8: Chapter 12.14.010 of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.010 Guest Permits**

Residents shall request the issuance of a guest parking permit(s) for preferential parking for their guests. The administration of guest permits with respect to the number of permits, conditions for issuance of permits and expiration period for such permits may be established by resolution of the Traffic Improvement Commission or City Council at the time that the district is approved by the Traffic Improvement Commission or City Council.

Section 9: The first paragraph of Chapter 12.14.014 of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.014 Permit Revocation Procedure.**

The City Engineer is authorized to suspend and revoke a permit under this part. If the City Engineer determines that there are adequate grounds to revoke a permit, he/she may give a permit holder a notice of revocation which states: (i) the grounds for the revocation; (ii) that the permit has been suspended; and (iii) the

procedure for review and appeal of that notice of revocation. Such notice may be delivered by leaving a copy on the windshield of the permitted vehicle or by delivering notice to the dwelling unit associated with the permit holder.

Section 10: Chapter 12.14.022 of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.022 Posting of Permit Parking Area**

Upon the designation of a preferential parking district, but prior to such district taking legal force and effect, the Department shall cause appropriate signs to be erected in the district, indicating prominently any parking limitations, period of the day for its application and the fact that motor vehicles with valid permits shall be exempt from the requirements.

Section 11: Chapter 12.14.026 (a)(3) of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.026 Permit Parking Exemption**

(3) A vehicle which displays either a distinguishing license plate or placard issued pursuant to Vehicle Code Sections 5007, 22511.5., 22511.55 or 22511.59 relating to disabled or handicapped persons;

Section 12: Chapter 12.14.026 (a)(5)(c) of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.026 Permit Parking Exemption**

(c) The Preferential Parking District Program shall be in full force and effect, including all provisions of this Chapter, on the days and times set forth in the approval of the specific District. For the Dana Hills High School District, this will be regular school days during the hours of 7:00 a.m. and 4:00 p.m. (excluding summer school). This section takes precedence over any other regulations related to the enforcement period established by approvals previous to the date of this Ordinance.

Section 13: Chapter 12.14.030 is hereby added to the Dana Point Municipal Code as follows:

**12.14.030 State Vehicle Code Provisions.**

The provisions of this Chapter are expressly enacted under the Constitution of the State, Article XI, Section 11 together with provisions of the Vehicle Code of the State, as amended. The provisions set forth in the Vehicle Code shall govern whenever this Chapter fails to set forth any specific provision, or is in conflict thereof.

Section 14: Chapter 12.14.200 (c) of the Dana Point Municipal Code is hereby replaced as follows:

**12.14.200 Decisions and Right of Appeal.**

(c) Decisions of the Traffic Improvement Commission with regard to the initial establishment of the district may be appealed. Appeals of the Traffic Improvement Commission shall be filed with the City Clerk. Appeals must be filed no later than fifteen (15) calendar days after the rendering of the decision being appealed. Appeals filed to the City Clerk shall be in writing, must specifically cite the basis of the appeal, including how the person is negatively impacted by the Commission’s determination and must be accompanied by any fee the Council so chooses to impose by resolution. A decision rendered by the Traffic Improvement Commission appealed to the City Council shall not become final until upheld by the City Council.

Section 15: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declared that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 16: The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor Joel Bishop

ATTEST:

\_\_\_\_\_  
Kathy Ward,  
City Clerk

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF DANA POINT )

I, KATHY M. WARD, City Clerk of the City of Dana Point, DO HEREBY CERTIFY, that the foregoing Ordinance No. 08-\_\_ was duly introduced at a regular meeting of the City Council on the 6<sup>th</sup> day of May, 2008, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Kathy M. Ward  
City Clerk



## **SUPPORTING DOCUMENT B – Existing Ordinance with Suggested Changes**

### **12.14.002 Definitions.**

For purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as follows:

- (a) “Department” means the City’s Department of Public Works.
- (b) “Director” means the City’s Director of Public Works and Engineering or his or her designee.
- (c) “City Engineer” means the City’s City Engineer in the Public Works Department.
- (d) “District” means a preferential parking district.
- (e) “Dwelling unit” means a self-contained group of interconnected rooms designed or intended as separate living quarters, with sleeping and sanitary facilities and one cooking facility, provided within a permanent structure or portion thereof. Examples of a dwelling unit include a house, apartment, condominium or mobile home, but do not include a hotel, motel or timeshare. If any dwelling unit or units has been modified to add one or more dwelling units to a structure without obtaining proper permits from the City or County of Orange, then such added dwelling unit(s) shall not be considered a dwelling unit for purposes of this Chapter.
- (f) “Guest” means any person visiting a resident located in a preferential parking district for any traditional guest purpose. ~~The term “guest” also includes those persons providing professional services to a dwelling unit or building located within a district, but shall not include an employee either within or adjacent to the preferential parking district who is parking in connection with such employment.~~
- (g) “Parking restriction” means the limited amount of time and/or time of day vehicles may park on the street in a preferential parking district.
- (h) “Permit,” for the purposes of this Chapter, means a valid preferential parking authorization for a resident or a guest issued in accordance with Section 12.14.008.
- (i) “Preferential parking” means the exemption of vehicles displaying a valid permit from certain daytime and nighttime parking restrictions.
- (j) “Preferential Parking District” means a street or group of streets designated by City Council resolution which establishes specified parking restrictions exempting those vehicles displaying a valid permit pursuant to this Chapter.

(k) "Resident" means a homeowner, tenant or other person who lives in a dwelling unit.

**12.14.004 Initiation of a Preferential Parking District.**

The process for a preferential parking district may be initiated at the direction of the City Council or Traffic Improvement Commission. Notwithstanding the right of the City Council or Traffic Improvement Commission to initiate a preferential parking district, no Resolution establishing such district shall take any force or effect until signs or markings giving adequate notice thereof have been placed in and about the district.

**12.15.005 Intent of Preferential Parking District Surrounding Dana Hills High School**

The intent of the Preferential Parking District (District) is to protect residents and their guests from the adverse impacts of non-resident parking on public streets in Preferential Parking Districts. The permits issued to residents living in District boundaries are for their sole use, including guests who are visiting their dwelling units. Permits shall not be distributed to non-residents or guests not actually entering the District to visit a resident in the District. Persons who attend or visit Dana Hills High School, unless they are actual District residents parking next to their homes, are not entitled to park in the District, even if a guest pass or resident pass is provided by a District homeowner or resident. It is also the intent of this District that residents and guests park reasonably close to the residence for which the pass is issued, defined as within 500 feet of the residence.

**12.14.006 Designation of Preferential Parking District.**

Once the process for the formation of a Preferential Parking District has been initiated, the following shall take place prior to the establishment of a district:

(a) The Director shall prepare a study on the need for preferential parking in the proposed district. The study may include a survey of resident opinions and observations regarding the need for preferential parking. The study shall include:

- (1) An evaluation of the appropriate district boundaries;
- (2) An evaluation of the current on-street parking uses within the proposed district;
- (3) An assessment of the parking restrictions required to address the needs of the proposed district; ~~and~~
- (4) An assessment of the potential impacts of the district upon parking uses and parking availability within and without the proposed district boundaries;:-

~~————(5) An evaluation of the proximity of the proposed district to the Dana Hills High School campus and the negative parking impacts attributable to student parking for all Preferential Parking Districts around Dana Hills High School;~~

(b) The Director shall present the study and recommendations to the Traffic Improvement Commission or City Council for consideration at a noticed public hearing.

(c) The Director, in making a recommendation to the Traffic Improvement Commission or City Council to establish a district, must consider whether: ~~there is sufficient evidence to conclude that:~~

~~————(1) The proposed preferential parking program will help address the parking needs of the proposed district; and~~

~~————(2) The proposed preferential parking program will not result in significant adverse impacts to adjacent, non-district neighborhoods and no unreasonable displacement of non-resident vehicles into surrounding residential areas; and not a part of the proposed district or an existing district, and help address the parking needs of the proposed district;~~

~~————(3) There are no other practical or feasible alternatives for adequately addressing the district's shortage of reasonably available and convenient residential parking spaces. parking problems.~~

(d) The Traffic Improvement Commission or City Council shall consider the recommendation of the Director in making its determination regarding the formation of a district. If the Traffic Improvement Commission or City Council determines that the criteria ~~set forth in Section 12.14.006(c) have been met in accordance with~~ the rules and procedures required by this Chapter ~~have been met~~, the Traffic Improvement Commission or City Council may establish a preferential parking district by a resolution designating the appropriate boundaries, parking restrictions and number of parking permits and guest permits which will be issued per dwelling unit in the district. Motor vehicles displaying a valid parking permit may be parked exempt from the parking restrictions established pursuant to this Chapter in the district for which the permit is issued. ~~An approved Preferred Parking District shall not have any force or effect until after signs or markings giving adequate notice thereof have been placed in and about the district.~~

#### **12.14.008 Issuance of Permits.**

(a) Any ~~person-resident~~ wishing to obtain a parking permit(s) for a district must complete an application as directed by the Department and submit the application along with the appropriate fees, if any, imposed pursuant to Section 12.14.020.

(b) ~~An~~A resident applicant for a preferred parking district permit(s) must prove to the satisfaction of the Director that he or she resides in a particular dwelling unit

within that district. An applicant must also prove that the motor vehicle(s) for which the permit is ~~proposed~~ ~~issued~~ ~~to be issued~~ is currently registered in the State of California.

(c) Each permit shall be designed to state or reflect the particular district, the license number of the vehicle for which the permit is issued and the date on which the permit shall expire.

(d) Replacement permits may be obtained after proof to the satisfaction of the Director that the original permit was lost, damaged, or stolen, and the appropriate fees, if any, have been paid.

(e) Permits shall only be used by residents and guests of the dwelling unit, and shall only entitle the user to park within 500 feet of the dwelling unit to which the pass is issued. If the vehicle with a permit is parked beyond that distance, the vehicle shall be subject to citation by law enforcement.

#### **12.14.010 Guest Permits.**

Residents ~~may~~ ~~shall~~ request the issuance of a guest parking permit(s) for preferential parking ~~by for their a guests of a resident~~. The administration of guest permits with respect to the number of permits, conditions for issuance of permits and expiration period for such permits may be established by resolution of the Traffic Improvement Commission or City Council at the time that the district is approved by the Traffic Improvement Commission or City Council.

#### **12.14.012 Grounds for Refusal or Revocation.**

Any of the following are grounds for refusal to issue or to revoke a permit:

(a) The applicant or permit holder cannot provide required evidence that the dwelling unit within the district is the residence of the applicant or permit holder;

(b) Failure of the applicant to provide complete and correct information on the application as required by the Department;

(c) Assignment, transfer, or use of the permit after issuance for any consideration, monetary or otherwise;

(d) The copying, production, or creation of a facsimile or counterfeit permit, or the use or display of a facsimile or counterfeit permit.

#### **12.14.014 Permit Revocation Procedure.**

The City Engineer is authorized to suspend and revoke a permit under this part. If the City Engineer determines that there are adequate grounds to revoke a permit, he/she may give a permit holder a notice of revocation which states: (i) the grounds for the revocation; (ii) that the permit has been suspended; and (iii) the procedure for review and



appeal of that notice of revocation. Such notice may be delivered by leaving a copy on the windshield of the permitted vehicle or by delivering notice to the **dwelling unit associated with the permit holder**.

A permit is automatically suspended as soon as a notice of revocation is delivered to the permit holder. The suspension shall become a permanent revocation if either: (i) no timely appeal is filed, or (ii) the City Engineer does not rescind the notice of revocation. During any period of suspension, a permit shall not be valid nor shall it exempt a vehicle from compliance with this part.

An applicant or permit holder may appeal a decision to deny or revoke a permit to the Director. Any such appeal shall be in writing and shall be filed with the Director within fourteen (14) calendar days after delivery of a notice of denial or revocation. If such an appeal is filed, the applicant or permit holder shall be given an opportunity for a review and meeting concerning the Director's decision. The Director is authorized to affirm, reverse or modify any such decision. Notice of the determination on reconsideration shall be in writing. Any applicant or permit holder may appeal the determination of the City Manager directly to the City Council in accordance with Section 2.04.100 et seq., of this Code.

**12.14.016 Display of Permit.**

The permit issued under this Chapter shall be visibly displayed on the inside left rear window of the vehicle for which the permit is issued. Guest permits shall be visibly displayed on the left front side of the vehicle's dashboard or the rear view mirror.

**12.14.018 Term of Preferential Parking Permits.**

Preferential parking permits shall be valid for a period of up to five (5) years from the date of issuance or until such time as the applicant ceases to reside in the district, whichever occurs first.

**12.14.020 Permit Fee.**

Applications for issuance of initial permits, renewal permits, transfer permits in the case of a holder of a permit moves to another district, or a replacement permit in the case of a lost or mutilated permit, shall be accompanied by such fee, if any, as may be established from time to time by resolution of the Traffic Improvement Commission or City Council.

**12.14.022 Posting of Permit Parking Area.**

Upon the designation of a preferential parking district, **but prior to such district taking legal force and effect**, the Department shall cause appropriate signs to be erected in the district, indicating prominently ~~the any~~ parking limitations, period of the day for its application and the fact that motor vehicles with valid permits shall be exempt from the requirements.

**12.14.024 Special Function Permits.**

Residents within a preferential parking district or an organization may apply for a one-day special function parking permit (for parties and similar events) in person at the Department. Said application must be filed a minimum of five (5) business days prior to the special function. The City Engineer or his designee is authorized to process the application and issue any reasonable number of temporary special function parking permits.

**12.14.026 Permit Parking Exemption.**

(a) The following vehicles are exempt from the parking restrictions established pursuant to this Chapter:

(1) A motor vehicle identified as owned by or operated under contract to a utility when used in the construction, operation, removal or repair of utility property or facilities or engaged in authorized work in the designated preferential parking district;

(2) A motor vehicle when identified as owned by or under contract to a governmental agency, when used in the course of official governmental business;

(3) A vehicle which displays either a distinguishing license plate or placard issued pursuant to Vehicle Code Sections 5007, 22511.5, ~~or 22511.9~~, 22511.55 or 22511.59 relating to disabled or handicapped persons;

(4) Authorized emergency vehicles pursuant to California Vehicle Code Section 21055;

(5) Any commercial vehicle making pickups or deliveries of goods, wares or merchandise from or to any building or structure in the district or for the purpose of delivery to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure for which a currently valid building permit has previously been obtained.

(b) A preferential parking permit does not guarantee or reserve to the holder of the permit an on-street parking space within the designated preferential parking district.

(c) The Preferential Parking District Program shall be in full force and effect, including all provisions of this Chapter, on the days and times set forth in the approval of the specific District. For the Dana Hills High School District, this will be regular school days during the hours of 7:00 a.m. and 4:00 p.m. (excluding summer school). This section takes precedence over any other regulations related to the enforcement period established by approvals previous to the date of this Ordinance.

**12.14.028 Penalty Provisions.**

(a) Unless otherwise exempted from the provisions of this Chapter, no person shall stop, stand, park, or leave standing a motor vehicle in violation of any parking restriction established pursuant to this Chapter.

(b) No person shall falsely represent himself or herself as eligible for a parking permit or furnish false information in an application for a parking permit to the department.

(c) No permit issued pursuant to this Chapter shall thereafter be transferred or used for any consideration, monetary or otherwise.

(d) No person shall copy, produce or create a facsimile or counterfeit parking permit; nor shall any person use or display a facsimile or counterfeit preferential parking permit.

(e) The permit(s) of any person who, after a hearing, has been found by the Director or City Engineer to have violated any of the provisions of this Chapter shall be revoked by the Director or City Engineer and no new permit shall be issued to that person or any person residing within that dwelling unit for a period of one year. Such person upon written notification of such revocation shall surrender the permit(s) to the Department within fourteen (14) days. Use of a revoked parking permit is prohibited.

(f) Any regularly employed or salaried peace officer or non-sworn community service officer of the City or police agency providing police services to the City shall have the authority to issue citations for any violation of this Chapter.

(g) Any violation of this Section is illegal and may be punished as a misdemeanor.

**12.14.030 State Vehicle Code Provisions.**

The provisions of this Chapter are expressly enacted under the Constitution of the State, Article XI, Section 11 together with provisions of the Vehicle Code of the State, as amended. The provisions set forth in the Vehicle Code shall govern whenever this Chapter fails to set forth any specific provision, or is in conflict thereof.

**12.14.200 Decisions and Right of Appeal.**

(a) Appeals of the imposition of conditions or terms by the City Engineer may be submitted in writing to the City Engineer. A notice of appeal shall be filed within ten (10) days after the applicant is notified of the City Engineer's decision to impose conditions or terms.

(b) At the time set for hearing of the appeal of a City Engineer's condition or term, the Director of Public Works ("Director") may summon witnesses and hear evidence relating to the application. At the conclusion thereof, the Director may grant or deny the application, or make such modifications with reference thereto as may be deemed appropriate. The findings and order of the Director shall be final and conclusive.

(c) Decisions of the Traffic Improvement Commission **with regard to the initial establishment of the district** may be appealed. Appeals of the Traffic Improvement Commission shall be filed with the City Clerk. Appeals must be filed no later than fifteen (15) calendar days after the rendering of the decision being appealed. Appeals filed to the City Clerk shall be in writing, must specifically cite the basis of the appeal, including how the person is negatively impacted by the Commission's determination and must be accompanied by any fee the Council so chooses to impose by resolution. A decision rendered by the Traffic Improvement Commission appealed to the City Council shall not become final until upheld by the City Council.



**CITY OF DANA POINT  
AGENDA REPORT**

Reviewed By:	
DH	<u>X</u>
CM	<u>X</u>
CA	—

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**DATE: MAY 20, 2008**

**TO: CITY MANAGER/CITY COUNCIL**

**FROM: KYLE BUTTERWICK, DIRECTOR OF COMMUNITY DEVELOPMENT  
CHRISTY TEAGUE, ECONOMIC DEVELOPMENT MANAGER**

**SUBJECT: APPROVAL OF FIRST AMENDMENT TO COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF ORANGE AND CITY OF DANA POINT TO  
CONTINUE AS "SMALL CITY" PARTICIPANT**

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**RECOMMENDED ACTION:**

That the City Council:

1. Approve the First Amendment (Action Document A) to the Cooperation Agreement between the County of Orange and City of Dana Point to continue designation of Dana Point as a Small City Participant in the Urban County program through the U.S. Department of Housing and Urban Development (HUD) for FY 2009-11.
2. Authorize the Mayor to execute the Amendment.

**DISCUSSION:**

The OC Orange County Community Resources Department (formerly known as the Orange County Housing and Community Development Department) has requested City Council approval of the proposed Amendment for continuation as a "Small City" participant through the "Urban County" program in order to be eligible for Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD). The County of Orange Urban County program receives annual allocations from HUD based on the need of the participating cities and unincorporated target areas, including Dana Point and 11 other cities with populations of less than 50,000 residents. Orange County then seeks requests from participating cities for use of the funds.

The original Cooperation Agreement was approved by the City Council in 2005 for the time period of July 1, 2005 through June 30, 2008.

**NOTIFICATION/FOLLOW-UP:**

The request before the City Council does not require public noticing at this time beyond the 72-hour Brown Act meeting notice posting requirement. If approved, the proposed Cooperation Agreement will be executed and remitted to the County of Orange.

**FISCAL IMPACT:**

None at this time. This amendment is necessary for consideration of future federal CDBG and HOME funds.

**ACTION DOCUMENT:**

**Page No.**

A. <a href="#">Amendment</a> .....	3
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**SUPPORTING DOCUMENTS:**

None.

**ACTION DOCUMENT A****AMENDMENT ONE TO  
COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF ORANGE  
AND  
CITY OF DANA POINT**

This Amendment Number One (hereinafter "Amendment One") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF DANA POINT, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of \_\_\_\_\_, 2008, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-08-04 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on MAY 2, 2008;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, Section 10 of the Original Agreement allows for an additional three year extension of said Agreement upon mutual agreement of both Parties; and

WHEREAS, the Parties desire to amend the Original Agreement at this time in the manner set forth herein;

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 9 of the Original Agreement shall read, as amended, in its entirety as follows:

This Agreement shall cover Program Years 35, 36 and 37 (Fiscal Years 2009-2010, 2010-2011 and 2011-2012, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this agreement be terminated by either party before June 30, 2012, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

2. Section 10 of the Original Agreement shall be deleted in its entirety.
3. All other provisions of the Original Contract, a copy of which is attached hereto as Exhibit A and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor and attested by its City Clerk; COUNTY has caused this Agreement to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

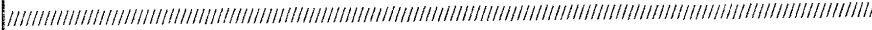
City of Dana Point, a municipal Corporation in the State of California  
By: \_\_\_\_\_  
Name: Joel Bishop  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Kathy Ward  
Title: City Clerk  
Date: \_\_\_\_\_

COUNTY OF ORANGE, a political subdivision of the State of California

By: \_\_\_\_\_  
Steve Franks, Director  
Orange County Community Resources  
Date: \_\_\_\_\_



ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF DANA POINT**  
**AGENDA REPORT**

Reviewed By:	
DH	X
CM	X
CA	X

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**DATE: MAY 20, 2008**

**TO: CITY MANAGER/CITY COUNCIL**

**FROM: KYLE BUTTERWICK, DIRECTOR OF COMMUNITY DEVELOPMENT**

**SUBJECT: ZONING CODE UPDATE PROGRAM – ZONE TEXT AMENDMENTS  
ZTA08-0002 AND ZTA08-0003**

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**RECOMMENDED ACTION:**

That the City Council conduct a public hearing and introduce for first reading an Ordinance entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, APPROVING ZONE TEXT AMENDMENTS ZTA08-0002 AND ZTA08-0003, REVISING THE CITY OF DANA POINT ZONING ORDINANCE TO CORRECT INCONSISTENCIES, CLARIFY EXISTING REGULATIONS, SIMPLIFY THE REVIEW PROCESS, UPDATE “NONCONFORMING USES AND STRUCTURES” CHAPTER, AND PROVIDE FOR AMENDMENTS TO PREVIOUSLY APPROVED DISCRETIONARY PERMITS.**

**BACKGROUND:**

The intent and purpose of this Zoning Code Update Program is to correct inconsistencies in the Zoning Code, provide clarification to regulations and simplify the development review process for the public.

The First Phase of the Zoning Code Update, ZTA08-0001, was approved and adopted by the Council on the 4<sup>th</sup> of March, 2008. Since then the Planning Commission has conducted two public hearings on ZTA08-0002 and ZTA08-0003 and has recommended approval and adoption of the above mentioned two Zone Text Amendments to the City Council.

**DISCUSSION:**

The following sections and chapters of the Code are proposed to be amended, as recommended by the Planning Commission:

***Zone Text Amendment ZTA08-0002:***

The Planning Commission approved ZTA08-0002 on March 25, 2008 at a duly noticed public hearing. This Amendment addresses internal inconsistencies in the Code and provides clarifications to current standards:

1. A misleading statement, "under no circumstances", is deleted from Section 9.05.110(a)(3). This section allows building height to be measured from the top of a maximum of thirty inches (30") of fill, with the approval of a Minor Site Development Permit, when it is established that the fill is needed to create positive lot drainage. In certain instances, more than 30" of fill will be needed for drainage purposes. The Code allows the fill to be more than 30", however height of structures cannot be measured from the top of the fill amount.

An applicant can request a "Variance" to differ from this standard just like any other standard in the Zoning Ordinance. The statement "under no circumstances" can the building height be measured from any point higher than 30" above existing grade implies that even a Variance is not allowed to deviate from this standard. Therefore the statement "under no circumstances" is proposed to be deleted.

2. A reference on how to measure building height for residential structures on a hillside lot is added to Section 9.05.110(a)(2). Previously this reference was inadvertently left out.
3. Section 9.05.110(a)(5) is updated to state that in new residential subdivisions height of fences and walls is also measured from the finished grade. Reference to walls and fences was inadvertently left out in this section.
4. In residential zones, accessways to roof decks are not allowed to exceed the height limit. A statement is added in Section 9.05.110(c) to clarify that only in non-residential zones may accessways to roof decks extend above the building height.
5. The Table in Section 9.09.030 states that the required minimum rear yard setback for lots where the rear property line is adjacent to "a street or an alley" varies from 7.5 feet to 20 feet, depending on the zoning district. This standard conflicts with Section 9.05.050(a) which states that, for through lots, minimum setback from the street should be twenty (20) feet. The proposed amendment will eliminate this conflict by deleting the reference to setbacks from the "street" in the Table in Section 9.09.030.
6. Special development standards for properties that are located on Beach Road state that if there is a vertical displacement between a patio and the beach, stairways for beach access are allowed from a patio to the beach. The stairs are allowed to extend seaward of a patio stringline for a maximum of three feet. This section is updated for clarification to state that stairways are allowed for beach access from the "lowest level patio" to the beach.

Another standard in the Table in Section 9.09.040(a)(2)(q) states that stairways and stairway landings are not allowed to extend seaward of structure stringlines. The two standards are inconsistent with one another. The proposed amendment will eliminate this conflict by adding a statement in the table to state that stairs are not allowed seaward of the structure stringline, except when they are needed to connect the lowest level patio to the beach.

***Zone Text Amendment ZTA08-0003:***

The Planning Commission approved ZTA08-0003 at a duly noticed public hearing on April 22, 2008. This Amendment addresses update to “Nonconforming Uses and Structures” chapter and provides standards on amendments to previously approved discretionary permits.

1. Chapter 9.63, Nonconforming Uses and Structures, of the Zoning Ordinance contains standards applicable to nonconforming uses and structures. The purpose of nonconforming standards is to encourage the ultimate conversion of nonconforming uses and structures to those uses and structures which are conforming to the current Code; however at the same time recognize the legal status of nonconforming uses and structures and allow for minor improvements and enhancements.

The proposed amendments to this Chapter of the Code are aimed at streamlining the process, rearranging the Chapter to make it user friendly and to incorporate new regulations that are less restrictive than current ones regarding re-establishment of nonconforming uses and structures which are destroyed or damaged due to natural disasters/accidents such as a fire or an earthquake.

2. Currently the Zoning Ordinance does not have any provisions on how to deal with minor amendments and modifications to previously approved discretionary permits. A Section will be added in Chapter 9.61 – “Administration of Zoning”, to state that minor amendments can be approved by the Director of Community Development and major amendments will be referred to the original decision making authority (Planning Commission/City Council) for review.

**CONCLUSION:**

The proposed Zone Text Amendments are consistent with the General Plan, Local Coastal Program and Municipal Code. The Amendment ZTA08-0002 eliminates internal conflicts and clarifies and simplifies standards and the Amendment ZTA08-0003 updates “Nonconforming Uses and Structures” chapter and provides for amendments to previously approved discretionary permits. It is recommended that the City Council introduce the ordinance for the Zone Text Amendments ZTA 08-0002 and ZTA 08-0003.

**NOTIFICATION:**

Notice for the proposed action included a 1/8<sup>th</sup> page advertisement that was published in the Dana Point News on May 8, 2008. Notices were posted on May 9, 2008 at the Dana Point City Hall, the Dana Point Post Office, the Capistrano Beach Post Office, and the Dana Point Library.

**FISCAL IMPACT:**

There will be no fiscal impacts resulting from the approval of the proposed Zone Text Amendments.

**STRATEGIC PLAN IMPLEMENTATION:**

In compliance with the Strategic Plan Initiative to evaluate land use issues to ensure goals, policies and programs of the General Plan reflect the community vision and mission, the proposed action supports and improves the existing Zoning Ordinance regulations.

**ACTION DOCUMENT:**

**PAGE NO.**

A. <a href="#">Draft Ordinance No.08-xx</a> .....	5
Exhibit "A": Zone Text Amendment <a href="#">ZTA08-0002</a> .....	9
Exhibit "A": Zone Text Amendment <a href="#">ZTA08-0003</a> .....	26

**SUPPORTING DOCUMENTS:**

B. <a href="#">Planning Commission Resolution No. 08-03-25-08</a> .....	33
C. Planning Commission Minutes dated March 25, 2008 (hard copy provided)	
D. Planning Commission Staff Report dated March 25, 2008 (hard copy provided)	
E. Planning Commission Resolution No. 08-04-22-12 (hard copy provided)	
F. Planning Commission Minutes dated April 22, 2008 (hard copy provided)	
G. Planning Commission Staff Report dated April 22,2008 (hard copy provided)	



**ACTION DOCUMENT A****ORDINANCE NO. 08-xx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, APPROVING ZONE TEXT AMENDMENTS ZTA 08-0002 AND ZTA 08-0003, REVISING THE CITY OF DANA POINT ZONING ORDINANCE TO CORRECT INCONSISTENCIES, CLARIFY EXISTING REGULATIONS, SIMPLIFY THE REVIEW PROCESS, UPDATE “NONCONFORMING USES AND STRUCTURES” CHAPTER AND PROVIDE FOR AMENDMENTS TO PREVIOUSLY APPROVED DISCRETIONARY PERMITS.**

APPLICANT: City of Dana Point - Community Development Department  
FILE NUMBER: ZTA 08-0002 and ZTA 08-0003

The City Council for the City of Dana Point does hereby ordain as follows:

WHEREAS, in January, 1994, the City of Dana Point adopted its Zoning Ordinance; and

WHEREAS, the City seeks to amend the Zoning Ordinance to correct inconsistencies, simplify the review process, update “Nonconforming Uses and Structures” chapter and provide for amendments to previously approved discretionary permits; and

WHEREAS, the Planning Commission did, on the 25<sup>th</sup> of March, 2008, and on the 22<sup>nd</sup> of April, 2008, held duly noticed public hearings as prescribed by law to consider the proposed Zone Text Amendments (ZTA08-0002 and ZTA08-0003) and voted to recommend the City Council approve the said requests; and

WHEREAS, the City Council did, on the 20<sup>th</sup> of May, 2008, hold a duly noticed public hearing as prescribed by law to consider said requests; and

WHEREAS, at said public hearing, upon hearing and considering all testimony, if any, of all persons desiring to be heard, said Council considered all factors related to Zone Text Amendments ZTA 08-0002 and ZTA 08-0003; and

WHEREAS, the City’s proposed amendments are identified as “Exhibit A -ZTA08-0002” and “Exhibit A – ZTA08-0003”, attached hereto and made a part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dana Point as follows:

- A) That the above recitations are true and correct.
- B) That based on the evidence presented at the public hearing, the City Council adopts the following findings:

Findings:

- 1) *The amendments proposed are consistent with the Dana Point General Plan and Local Coastal Program.*
- 2) *The proposed amendments comply with all other applicable requirements of state law and local ordinances.*

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2008.

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JOEL BISHOP, MAYOR

ATTEST:

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KATHY WARD,  
CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF DANA POINT )

I, KATHY WARD, City Clerk of the City of Dana Point, California, do hereby certify that the foregoing Ordinance No. 08-xx was duly introduced at a regular meeting of the City Council on the \_\_\_ day of \_\_\_\_\_, 2008, and was duly adopted and passed at a regular meeting of the City Council on the \_\_\_ day of \_\_\_\_\_, 2008, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

KATHY WARD, CITY CLERK

ORDINANCE NO. 08-xx

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss  
CITY OF DANA POINT )

AFFIDAVIT OF POSTING  
AND PUBLISHING

KATHY WARD, being first duly sworn, deposes, and says:

That she is the duly appointed and qualified City Clerk of the City of Dana Point;

That in compliance with State Laws of the State of California, ORDINANCE NO. 08-\_\_\_\_, being:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DANA POINT, CALIFORNIA, APPROVING ZONE TEXT AMENDMENTS ZTA08-0002 AND ZTA08-0003 REVISING THE CITY OF DANA POINT ZONING ORDINANCE TO CORRECT INCONSISTENCIES, CLARIFY EXISTING REGULATIONS, SIMPLIFY THE REVIEW PROCESS, UPDATE "NONCONFORMING USES AND STRUCTURES" CHAPTER AND PROVIDE FOR AMENDMENTS TO PREVIOUSLY APPROVED DISCRETIONARY PERMITS.**

was published in summary in the Dana Point News newspaper on the \_\_\_\_ day of \_\_\_\_\_, 2008, and the \_\_\_\_ day of \_\_\_\_\_, 2008, and, in further compliance with City Resolution No., on the \_\_\_\_ day of \_\_\_\_\_, 2008, and the \_\_\_\_ day of \_\_\_\_\_, 2008, was caused to be posted in four (4) public places in the city of Dana Point, to wit:

- Dana Point City Hall
- Capistrano Beach Post Office
- Dana Point Post Office
- Dana Point Library

\_\_\_\_\_  
KATHY WARD, CITY CLERK  
Dana Point, California

## Exhibit “A”

### ZONE TEXT AMENDMENT ZTA08-0002

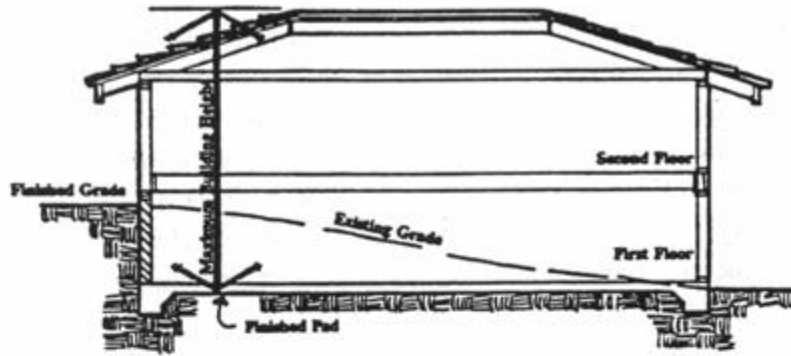
**Section 9.05.110 - Measurement of Building Height, to be amended as follows (deletions are shown as ~~strikeout~~ and inserts are underlined):**

(a) Residential Building Height.

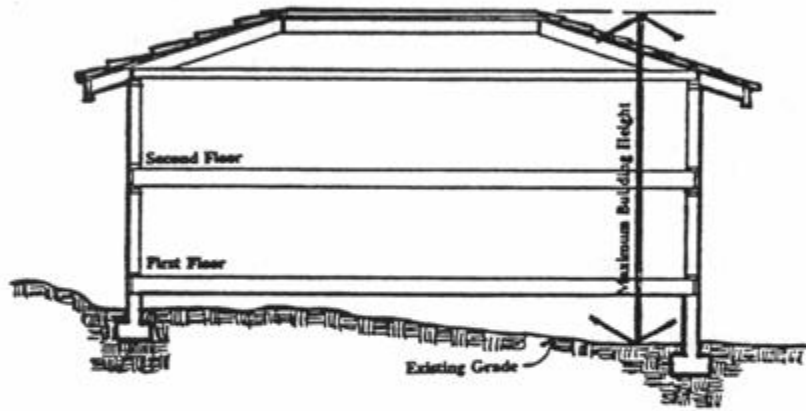
(1) The maximum building height for residential buildings is described in Chapter 9.09 for each of the individual zoning districts.

(2) For residential structures, building height is defined as the vertical distance, by which the uppermost portion of the roof of a structure extends above the existing grade, finished pad elevation, (excluding the basement finished pad elevation), ceiling of a maximum ten (10) foot, zero (0) inch high basement, or eighteen (18) inches above the flood protection level, whichever is lower, as measured from the lowest portion of the structure. In no case may this vertical distance exceed the maximum height limit specified in Section 9.05.110(a)(6). For residential structures on Beach Road, building heights shall be measured at eighteen (18) inches above the FP-3 elevation, or the elevation of Beach Road, whichever is higher. For residential structures on lots with hillside conditions, in cases where the garage is the lowest floor level, the building height is measured from the garage floor or existing grade, whichever is lower.

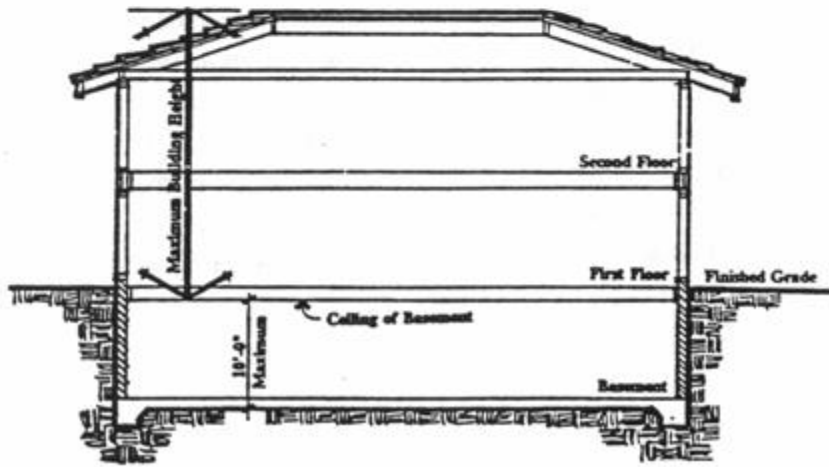
SECTION 9.05.110 (a)(2) MEASUREMENT OF BUILDING HEIGHT



Building Height Measured from Finished Pad



Building Height Measured from Existing Grade



Building Height Measured from Ceiling of Basement

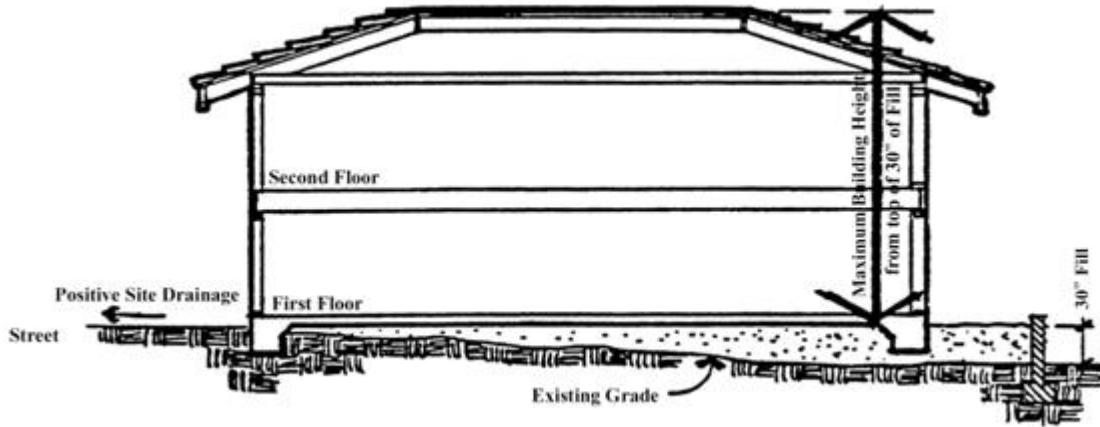
(3) Subject to the approval of a minor Site Development Permit, non-residential or residential building height may be measured from the top of not more than thirty (30) inches of fill. Approval of such a minor Site Development Permit, by the Director of Community Development, may only be granted if the applicant can demonstrate compliance with the following criteria:

- (A) That the proposed fill is required only for the purpose of creating positive drainage flow (via gravity) to the street or to otherwise correct an existing drainage problem; and
- (B) That the proposed fill is necessary to create a minimum percentage grade for drainage flow consistent with a gravity flow drainage pattern as verified by the Director of Public Works; and
- (C) That the amount of fill proposed is the minimum amount necessary to create the desired drainage pattern.

Should the proposed fill be deemed by the Director of Community Development to be proposed for any purpose other than providing the drainage pattern promoted by this Section, the application shall be denied. Structures shall only be granted credit for enough height to achieve positive (gravity) drainage flow.

Should additional (more than thirty (30) inches) fill be required to create the desired drainage pattern, it may be allowed through the approval of the minor Site Development Permit, ~~but under no circumstances may~~ however the height of the structure cannot be measured from any point higher than thirty (30) inches above existing grade.

## SECTION 9.05.110(a)(3)

MEASUREMENT OF BUILDING HEIGHT  
ATOP THIRTY (30) INCHES MAXIMUM FILL

**Building Height Measured from Top  
of Not More than Thirty (30) Inches of Fill**

(4) Subject to the approval of a Site Development Permit, a residential structure proposed in a hillside condition may be allowed to have three (3) stories in accordance with the following provisions:

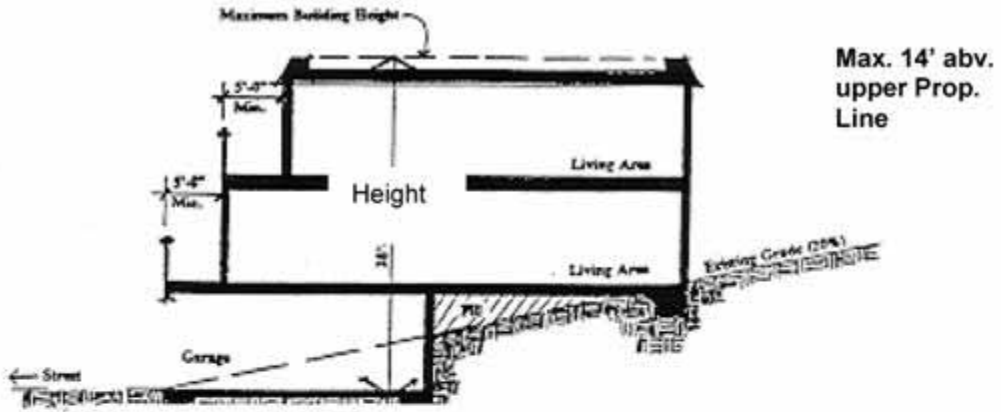
(A) For purposes of this Section, a hillside condition shall mean a lot with a topographic slope percentage, as defined in Section 9.75.190 of this Title, either front to rear or side to side, of twenty (20) percent or greater. The topographic slope percentage shall be calculated by determining the vertical differential between the highest elevation point of the property at the front or rear property line (whichever is higher) and the lowest elevation point along the opposing rear or front property line (whichever is lower) or between the highest elevation point along the higher side property line to the lowest elevation point along the opposing, lower side property line and dividing that vertical differential by the horizontal distance between the two (2) points.



- (B) Three (3) story structures shall be designed so that the second story has an average, additional yard setback area of five (5) feet times the total width of the structure at the street elevation and the third story, an average additional yard setback area of ten (10) feet times the total width of the structure at the street elevation. This additional setback area shall occur on the portions of the structure having three (3) stories exposed above grade. Maximum allowed projections into the additional setback areas are as specified in Section 9.05.080 (Projections into Required Yard Areas) of this Chapter.
- (C) Residential structures having three (3) stories shall be limited to a maximum Floor Area Ratio (FAR) of .75 the area of the lot, excluding garage area. The amount of garage area in excess of that required for minimum compliance with parking standards, as specified in Section 9.35.070 of this Title, shall be considered part of the floor area when calculating the FAR.
- (D) Building height shall be measured as specified in Subsection (a)(2) of this Section, and in no case may the overall height of the structure exceed thirty-three (33) feet or as specified in Subsection (a)(7) of this Section.
- (E) The applicant shall demonstrate that the proposed design will result in a reduction in grading and the disruption to existing topography that would be incurred with a standard two (2) story design on the subject site, pursuant to Subsection (a)(2) of this Section, to the satisfaction of the Director of Community Development.
- (F) The height of the third story shall not exceed a height of fourteen (14) feet above the upper property line or upper street curb elevation, as measured perpendicular to any point along said line or curb.
- (G) Applications for Site Development Permits to allow three (3) story developments on hillside properties shall include story pole staking as described in the City's application requirements for a Site Development Permit.

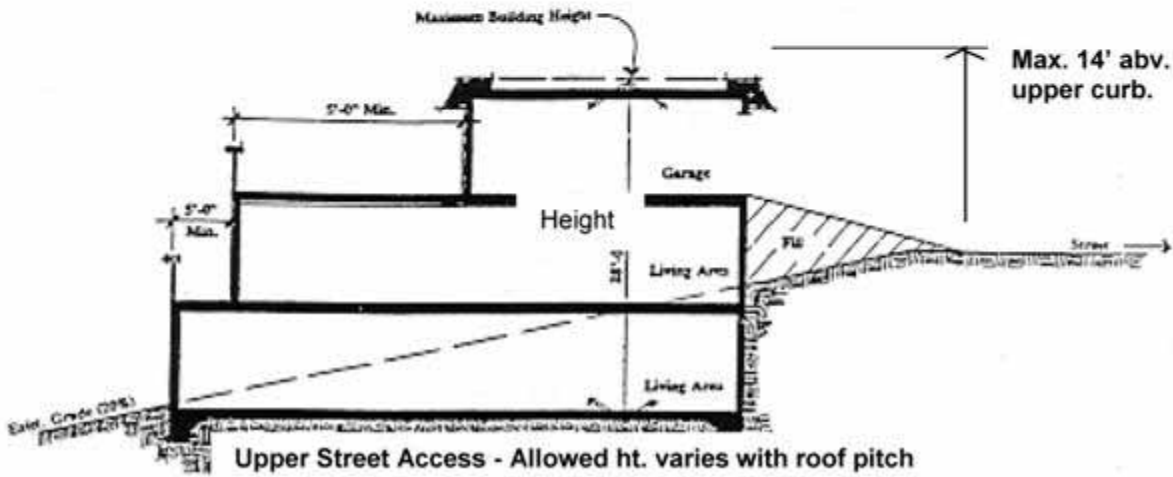
SECTION 9.05.110(a)(4)

MEASUREMENT OF BUILDING HEIGHT  
IN HILLSIDE CONDITIONS



Max. 14' abv.  
upper Prop.  
Line

Lower Street Access - Allowed ht. varies with roof pitch



Max. 14' abv.  
upper curb.

Upper Street Access - Allowed ht. varies with roof pitch

(5) Building height and height of fences and walls for new residential subdivisions shall be measured from finished grade, subject to approval by the Planning Commission.

(6) Additional criteria in determining maximum building height in residential districts are as follows:

<b>Criteria</b>	<b>Height Limit</b>
Roof pitch of 6/12 or greater	28 feet
Roof pitch of 3/12 or greater but less than 6/12	26 feet
Roof pitch of less than 3/12	24 feet

(7) Building height for hillside lots in residential districts is as follows:

<b>Criteria (Lots with 20% or greater slope per Subsection (a)(4) of this Section)</b>	<b>Height Limit</b>
Roof pitch of 6/12 or greater	33 feet
Roof pitch of 3/12 or greater but less than 6/12	31 feet
Roof pitch of less than 3/12	29 feet

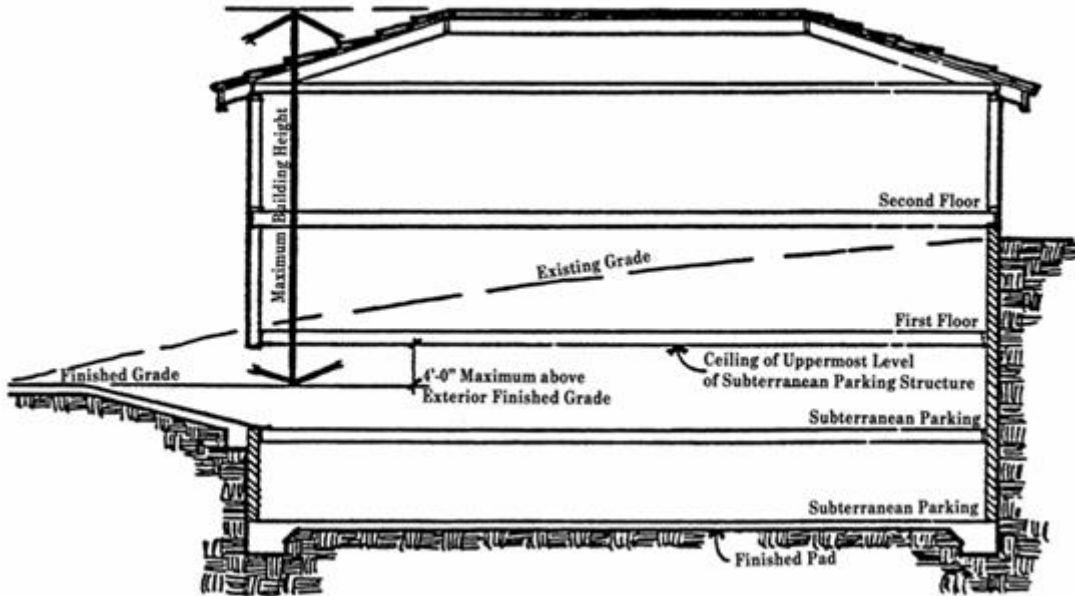
(b) Non-Residential Building Height Criteria.

(1) The maximum building height for non-residential buildings is described in Chapters 9.11 through 9.25 for each of the individual zoning districts.

(2) For non-residential structures, building height is defined as the vertical distance by which the uppermost portion of a building extends above the existing grade, finished grade, finished pad elevation (excluding subterranean parking structure finished pad elevation), ceiling of uppermost level of subterranean parking structure, or eighteen (18) inches above the flood protection level, whichever is lower, to the top of the roof.

SECTION 9.05.110(b)(2)

MEASUREMENT OF NON-RESIDENTIAL BUILDING HEIGHT



**Building Height Measured from Ceiling of Subterranean Parking Structure**

- (3) Subject to approval of a Site Development Permit, in order to correct existing site drainage problems, a provision to permit non-residential and residential building height to be measured from the top of not more than thirty (30) inches of fill, will be granted in all zones, provided that the fill will contribute to positive site drainage flow (via gravity) to the street, at a minimum percentage grade as verified by the Director of Public Works and Director of Community Development. (See Section 9.05.110(a)(3) for Exhibit).
- (4) Additional criteria in determining maximum building height in non-residential districts are as follows:

CRITERIA	HEIGHT LIMIT
Structures which have sloped roof elements (pitched at 4/12 or greater) that comprise a substantial proportion of the roof plan and which utilize high-quality, aesthetic roofing materials. (Examples include architectural grade shingles, various metals, wood, wood type, tile, slate, etc.)	35 feet
Structures which have sloped roof elements (pitched at less than 4/12) that comprise a substantial portion of the roof plan or any pitched roof with lower quality aesthetic materials than those specified above, or any other roof with a parapet of 18” or greater	33 feet
Structures which have sloped elements but with a roof plan that is predominantly flat or any roof not otherwise specified under the above standards	31 feet

(c) Permitted Encroachments into the Required Height Limit.

(1) Permitted Encroachments.

(A) Screened mechanical or electrical towers, chimneys, cupolas, weather vanes or other decorative architectural elements that are not used for sleeping or eating quarters, occupying no greater than five (5) percent of the horizontal roof area, may extend above the maximum building height by a maximum of three (3) feet.

(B) In non-residential buildings, ~~A~~accessways such as stairwells or elevators to roof decks occupying no greater than ten (10) percent of the horizontal roof area, may extend above the maximum building height up to a maximum of five (5) feet.

(2) The Director of Community Development may choose to require the applicant to obtain approval of a Site Development Permit, pursuant to Chapter 9.71, if the proposed encroachment creates conditions which may be incompatible, objectionable or detrimental to the surrounding land uses.

**Section 9.09.030 - Development Standards, to be amended as follows (deletions are shown as strikeout and inserts are underlined):**

The following Table provides the minimum acceptable standards for development within the Residential Districts necessary to assure quality development and attractive local residential areas. The development standards are supplemented, and where applicable, superseded by the special development standards described in Chapter 9.05, Chapter 9.07, and Section 9.09.040. Parking standards are provided in Chapter 9.35.

SECTION 9.09.030

RESIDENTIAL DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS (1)	RESIDENTIAL ZONING DISTRICTS			
	RSF 2	RSF 3	RSF 4	RSF 7
<b>(a) Minimum Lot Size: (2)</b>	17,500 sf	12,000 sf	8,700 sf	5,000 sf
<b>(b) Minimum Lot Width - (2)</b>				
Standard Lot:	70 ft	50 ft	50 ft	50 ft
Cul-De-Sac Lot (at front building setback line):	30 ft	30 ft	30 ft	30 ft
Flag Lot (for access extension):	20 ft	20 ft	20 ft	20 ft
<b>(c) Minimum Lot Depth: (2)</b>	100 ft	80 ft	75 ft	75 ft
<b>(d) Maximum Lot Coverage:</b>	35%	35%	45%	60% <u>(12)</u>
<b>(e) Minimum Land Area Per Unit: (3)</b>	17,500 sf	11,667 sf	8,750 sf	5,000 sf
<b>(f) Maximum Height:</b>	28 ft/ (4)	28 ft/ (4)	28 ft/ (4)	28 ft/ (4)
	2 stories	2 stories	2 stories	2 stories
<b>(g) Minimum Front Yard Building Setback - (5)</b>				
From Ultimate Public Street ROW line:	20 ft	10 ft	20 ft	20 ft
Flag Lot (from connection with access extension):	10 ft	10 ft	10 ft	10 ft
<b>(h) Minimum Side Yard Setback - (5)</b>				
Interior Side:	10 ft	8 ft	5 ft	5 ft
Exterior Side:	15 ft	10 ft	10 ft	10 ft
Flag Lot: (6)	10 ft	8 ft	5 ft	5 ft
<b>(i) Minimum Rear Yard Setback - (5)</b>			(7)	
Standard Lot:	30 ft	25 ft (7)	25 ft	25 ft
Flag Lot and Cul-De-Sac Lot:	30 ft	25 ft (7)	25 ft	25 ft
Adjacent to Alley or Street (from ROW line): <u>(13)</u>	20 ft	20 ft	15 ft	15 ft
<b>(j) Minimum Open Space (private):</b>	30%	30%	30%	30%
<b>(k) Minimum Landscape Coverage:</b>	25%	25%	25%	25%
<b>(l) Minimum Building Separation -</b>				
(between primary and accessory buildings on the same lot):	10 ft	10 ft	10 ft	10 ft

\* See footnotes at end of section.

## SECTION 9.09.030

## RESIDENTIAL DEVELOPMENT STANDARDS

(continued)

DEVELOPMENT STANDARDS (1)	RESIDENTIAL ZONING DISTRICTS		
	RSF 12	RBR 12	RBRD 18
<b>(a) Minimum Lot Size: (2)</b>	3,000 sf	4,200 sf	4,800 sf
<b>(b) Minimum Lot Width - (2)</b>			
Standard Lot:	40 ft	45 ft	45 ft
Cul-De-Sac Lot (at front setback line):	30 ft	N/A	N/A
Flag Lot (for access extension):	20 ft	10 ft	10 ft
<b>(c) Minimum Lot Depth: (2)</b>	60 ft	50 ft	50 ft
<b>(d) Maximum Lot Coverage:</b>	60% (12)	N/A	N/A
<b>(e) Minimum Land Area Per Unit: (3)</b>	2,917 sf	2,917 sf	1,945 sf
<b>(f) Maximum Height:</b>	28 ft/ (4)	28 ft/ (4)	28 ft/ (4)
	2 stories	2 stories (8)	2 stories (8)
<b>(g) Minimum Front Yard Setback: (5)</b>			
From Ultimate Public Street ROW line:	20 ft	20 ft (10)	20 ft (10)
Flag Lot (from connection with access extension):	10 ft	N/A	N/A
<b>(h) Minimum Side Yard Setback - (5)</b>			
Interior Side:	5 ft	3.5 ft	3.5 ft
Exterior Side:	10 ft	3.5 ft	3.5 ft
Flag Lot: (6)	5 ft	5 ft	5 ft
<b>(i) Minimum Rear Yard Setback - (5)</b>			
Standard Lot:	15 ft	(9)	(9)
Flag Lot and Cul-De-Sac Lot:	15 ft	(9)	(9)
Adjacent to Alley or Street (from ROW line): (13)	10 ft	(9)	(9)
<b>(j) Minimum Open Space</b> (private):	700 sf per du	700 sf per du	700 sf per du
<b>(k) Minimum Landscape Coverage:</b>	25%	10% (11)	10% (11)
<b>(l) Minimum Building Separation -</b>			
(between primary and accessory buildings on the same lot):	10 ft	10 ft	10 ft

\* See footnotes at end of section.

SECTION 9.09.030

RESIDENTIAL DEVELOPMENT STANDARDS

(continued)

DEVELOPMENT STANDARDS (1)	RESIDENTIAL ZONING DISTRICTS		
	RSF 22	RD 14	RMF 7
(a) Minimum Lot Size: (2)	2,000 sf	5,000 sf	15,000 sf
(b) Minimum Lot Width - (2)			
Standard Lot:	40 ft	45 ft	60 ft
Cul-De-Sac Lot (at front setback line):	25 ft	30 ft	30 ft
Flag Lot (for access extension):	N/A	25 ft	25 ft
(c) Minimum Lot Depth: (2)	50 ft	100 ft	100 ft
(d) Maximum Lot Coverage:	60% (12)	50%	50%
(e) Minimum Land Area Per Unit: (3)	1,591 sf	2,500 sf	5,000 sf
(f) Maximum Height:	28 ft/ (4)	28 ft/ (4)	28 ft/ (4)
	2 stories	2 stories	2 stories
(g) Minimum Front Yard Setback - (5)			
From Ultimate Public Street ROW line:	7.5 ft	20 ft	20 ft
Flag Lot (from connection with access extension):	7.5 ft	15 ft	15 ft
(h) Minimum Side Yard Setback - (5)			
Interior Side:	4 ft	4 ft	5 ft
Exterior Side:	4 ft	10 ft	10 ft
Flag Lot: (6)	4 ft	4 ft	5 ft
(i) Minimum Rear Yard Setback - (5)			
Standard Lot:	7.5 ft	15 ft	15 ft
Flag Lot and Cul-De-Sac Lot:	7.5 ft	15 ft	15 ft
Adjacent to Alley or Street (from ROW line): (13)	7.5 ft	10 ft	10 ft
(j) Minimum Open Space	Private:	250 sf	20% net ac
	Common:	none	N/A
(private and common):			30% net ac
(k) Minimum Landscape Coverage:	20%	15%	25%
(l) Minimum Building Separation			
(between primary and accessory buildings on the same lot):	8 ft	10 ft	10 ft

\* See footnotes at end of section.



## SECTION 9.09.030

## RESIDENTIAL DEVELOPMENT STANDARDS

(continued)

DEVELOPMENT STANDARDS (1)	RESIDENTIAL ZONING DISTRICTS		
	RMF 14	RMF 22	RMF 30
<b>(a) Minimum Lot Size: (2)</b>	7,500 sf	4,800 sf	4,800 sf
<b>(b) Minimum Lot Width - (2)</b>			
Standard Lot:	45 ft	45 ft	45 ft
Cul-De-Sac Lot (at front setback line):	25 ft	25 ft	25 ft
Flag Lot (for access extension):	25 ft	25 ft	25 ft
<b>(c) Minimum Lot Depth: (2)</b>	100 ft	90 ft	90 ft
<b>(d) Maximum Lot Coverage:</b>	60%	60%	60%
<b>(e) Minimum Land Area Per Unit: (3)</b>	2,600 sf	1,591 sf	1,167 sf
<b>(f) Maximum Height:</b>	28 ft/ (4) 2 stories	28 ft/ (4) 2 stories	28 ft/ (4) 2 stories
<b>(g) Minimum Front Yard Setback - (5)</b>			
From Ultimate Public Street ROW line:	20 ft	20 ft	20 ft
Flag Lot (from connection with access extension):	15 ft	15 ft	15 ft
<b>(h) Minimum Side Yard Setback - (5)</b>			
Interior Side:	5 ft	10 ft	15 ft
Exterior Side:	10 ft	10 ft	15 ft
Flag Lot: (6)	15 ft	10 ft	15 ft
<b>(i) Minimum Rear Yard Setback - (5)</b>			
Standard Lot:	15 ft	20 ft	20 ft
Flag Lot and Cul-De-Sac Lot:	15 ft	N/A	N/A
Adjacent to Alley or Street (from ROW line):-(13)	10 ft	15 ft	15 ft
<b>(j) Minimum Open Space</b> (private and common):	Private:	200 sf/du	200 sf/du
	Common:	30% net ac	25% net ac
<b>(k) Minimum Landscape Coverage:</b>	25%	20%	15%
<b>(l) Minimum Building Separation</b> (between primary and accessory buildings on the same lot):	10 ft	10 ft	10 ft

**Footnotes for Section 9.09.030:**

(1) See Chapter 9.75 for definitions and illustrations of development standards.

(2) Development standard applies to any proposed subdivision of land. These standards do not apply to existing lots where no subdivision is proposed nor to proposed condominiums or other common lot subdivisions.

(3) Land Area per Dwelling Unit may not be rounded up. (Example: 14,250 square feet/2,500 square feet of land per dwelling unit = 5.7 dwelling units which equals 5 dwelling units, not 6 dwelling units.)

(4) Subject to the measurement and design criteria in Section 9.05.110(a).

(5) For existing lots less than fifty (50) feet wide and/or less than one hundred (100) feet deep, see Section 9.05.190 for reduced front, side and rear building setbacks.

(6) If the side yard of a flag lot is adjacent to the rear yard of a residentially zoned lot, that side yard setback shall be a minimum of ten (10) feet.

(7) Additional rear yard building setback from a bluff top may be required by Section 9.27.030.

(8) For RBR 12 and RBRD 18, maximum building height is twenty-eight (28) feet as measured eighteen (18) inches above the Flood Plain Overlay 3 (FP-3) requirement or Beach Road which ever is higher. Mezzanines may be allowed subject to compliance with the applicable provisions of the Uniform Building Code.

(9) See Section 9.09.040(a) for special building setbacks and standards for maximum projections into required yards applicable to properties on Beach Road.

(10) Setback for the first floor as measured from the right-of-way line of Beach Road. The second floor may project a maximum of five (5) feet into the required front yard setback.

(11) A minimum of ten (10) percent of that portion of the lot area bounded by the side property lines, the Beach Road property line and the structure stringline.

(12) The maximum lot coverage standard for hillside lots, as defined in Section 9.05.110(a)(4)(A) of this Title, within the RSF7, RSF12 and RSF22 Zoning Districts shall be no greater than fifty percent (50%).

(13) Subject to standards in Section 9.35.040(e) for garage setbacks.

**Section 9.09.040(a)(2) - Development Standards, to be amended as follows (deletions are shown as ~~strikeout~~ and inserts are underlined):**

**SECTION 9.09.040 (a)(2)**

**MAXIMUM PROJECTION INTO REQUIRED YARDS**

Item	Maximum Projection			Minimum Distance From Property Lines (B)	Maximum Projection Above District Height Limit	Other Limitations
	Front Yard Area	Seaward Of Structure Stringline	Side Yard Area (A)			
(a) Antennas (C)	NP	NP	NP	N/A	Not Permitted (D)	2 maximum
(b) Architectural Projections:(i.e. Eaves,Cornices and Roof Overhangs)	2'6"	2'6"	2'6"	2'0"	NP	None
(c) Balconies	5'0"	8'0"	NP	6'0"	NP	(E)(F)
(d) Barbecues and Other Appliances	N/A	To patio stringline	To PL	0'0"	N/A	(G)(H)
(e) Basements	NP	NP	NP	N/A	N/A	None
(f) Bay Windows	2'6"	NP	NP	3'0"	NP	(I)
(g) Chimneys (J)	2'0"	NP	6"	3'0"	3'0"	(E)(K)
(h) Decks, Patios and Walks (between Front Yard Setback and Structure Stringline)	N/A	N/A	To PL	0'0"	N/A	Horizontal surface to a maximum height of 18" above FP-3 elevation for the site. (I)(L)(M)
(i) Decks, Patios and Walks (between Structure Stringline and Patio Stringline)	N/A	To patio stringline (Except as provided in Section 9.09.040(a)(1) Footnote (b))	To PL	0'0"	N/A	The surface must be the lower of: 1) 18" above FP-3 elevation for the site; or 2) 30" above the average pregraded/existing elevation at the structure stringline; or 3) 4 feet above Beach Road at the centerline of the site. (I)(L)(M)

(j) Detached Accessory Structures	NP	To patio stringline (N)	None	None (N)	None	(O)
(k) HVAC, Mech. Equip. and Window Mounted Air Conditioners	NP	NP	1'6"	2'0"	NP	(P)
(l) Patio Covers	NP	8'0"	NP	6'0"	NP	(Q)
(m) Planter Boxes	2'0"	2'0"	NP	10'0"	N/A	(R)
(n) Pool Equipment	NP	N/A	2'6"	2'0"	N/A	(P)(S)
(o) Roof Decks	NP	NP	NP	3'0"	NP	None
(p) Second Stories	5'0"	NP	NP	N/A	NP	(T)
(q) Stairways and Stairway Landings	2'6"	NP ( <u>Except as provided in Section 9.09.040(a)(1) Footnote (b)</u> )	NP	5'0"	NP	(E)
(r) Swimming Pools and Spas	NP	NP	NA	3'0" (U)	N/A	(V)

NP = Not Permitted

N/A = Not Applicable

PL = Property Line

**Section 9.09.040(a)(1)-Footnotes - Development Standards, to be amended as follows (deletions are shown as ~~strikeout~~ and inserts are underlined):**

(a) No enclosed portion of any structure shall extend seaward of a straight line drawn between the structure stringline measurements set forth in this section for the east and west property lines of the subject property.

(b) No patio or unenclosed portion of any structure shall extend seaward of a straight line drawn between the patio stringline measurements set forth in this section for the east and west property lines of the subject property. Where vertical displacement exists between the lowest level patio and sandy beach, a stairway may encroach seaward of the patio stringline no more than three (3) feet. Where the patio stringline lies inland of an ocean protective device (OPD), an accessway from the lowest level patio to the OPD may be constructed as necessary to link the patio with a stairway to the beach.

(c) Deleted by Ord. 99-05, 4/27/99.

(d) Location of a twelve (12) foot wide walkway extending from Beach Road to the beach. According to Tract Map No. 889, walkways are for the use of the property owners within the Capistrano Bay Community.

(e) May be reduced to the figure shown in parenthesis. If the setback on the ground floor is less than eighteen (18) feet, three parking spaces must be provided perpendicular to Beach Road.

(f) The second floor of any structure may project a maximum of five (5) feet into the required front setback for the first floor, but no closer than five (5) feet to the ultimate right-of-way line for Beach Road.

(g) The roadside line from which measurements are taken juts five (5) feet inland at this turnaround point. For properties directly seaward of the turnaround, the roadside measurement line is not necessarily their property line.

(h) A modification has been made that applies to the three indicated lots only. A control value of 101 feet shall extend from the midpoint of the lot a 35561 across 35565 to the midpoint of the lot at 35567. Therefore, any construction on the eastern half of 35561, on any portion of 35565 or on the western half of 35567 may extend no further than 101 feet. Any construction on the western half of 35561 or the eastern half of 35567 may extend no further than the control values established for their western and eastern property lines respectively.

(i) This parcel is not a part of Tract No. 889. The stringline measurements set forth in this section for this parcel are based upon a line twenty (20) feet seaward of and parallel to the inland property line.

## Exhibit “A” (includes approved Addendum)

### ZONE TEXT AMENDMENT ZTA08-0003

**Chapter 9.63 - NONCONFORMING USES AND STRUCTURES, to be amended as follows (deletions are shown as strikeout and inserts are underlined):**

#### **9.63.010 Intent and Purpose.**

This Chapter provides for the regulation of nonconforming uses and structures. This Chapter recognizes the legal status nonconforming uses and structures have. It is the intent of this Chapter to promote and encourage the ultimate conversion of nonconforming uses and structures to uses and structures that are conforming to this Code. The Chapter recognizes that until such conversion, the improvement of nonconforming uses and structures which promote compatibility and enhancement to surrounding land uses and which do not increase in nonconformity are permitted.

#### **9.63.020 Land Uses Permitted.**

No property in the City of Dana Point shall be used for any purposes except those permitted by this Code.

#### **9.63.030 ~~Restriction on Improvements to Nonconformities~~ Expansion, Improvement, and Maintenance of Nonconforming Structures.**

Nonconformities may be continued subject to the following conditions.

(a) Expansion of Nonconforming Structures Conforming as to Use. Except as provided for in the Floodplain Overlay District, nonconforming structures which are conforming as to use may be expanded provided that the proposed expansion meets the current requirements of this code and positively contributes to the neighborhood. An expansion of ten (10) percent or less of the existing ~~structural~~ gross floor area is allowed by right. ~~shall require approval of a minor Site Development Permit issued by the Director of Community Development.~~ An expansion of more than ten (10) percent of the existing ~~structural~~ gross floor area may be approved by the Director as a minor Site Development Permit or forwarded by the Director for review by the Planning Commission.

(b) Improvements to and Maintenance of Nonconforming Structures Conforming as to Use. Nonconforming structures which are conforming as to use may be, and are encouraged to be, maintained and aesthetically improved in compliance with the Dana Point Municipal Code. Maintenance and aesthetic improvement includes repainting and resurfacing, reroofing, recarpeting and reflooring, relandscaping, and other minor cosmetic improvements. ~~replacement of a structure's materials or systems.~~ Maintenance and aesthetic improvements shall not serve to expand the nonconforming structure in any way.

~~(c) Improvement to Nonconforming Uses. Improvements and/or additions to nonconforming uses which are conforming to this Code, result in no increase intensity of nonconforming~~

use, and serve to positively contribute to the neighborhood are encouraged. Improvements to nonconforming uses shall be allowed as follows:

(1) ~~Nonconforming Residential Uses.~~

~~(A) Aesthetic Improvements and Minor Alterations. The repair, maintenance, replacement, and aesthetic improvement of nonconforming uses which are conforming to this Code and promote neighborhood enhancement, and which do not enlarge or expand the nonconforming use as determined by the Director of Community Development shall be permitted and encouraged. Repair, maintenance, replacement, and aesthetic improvements typically include painting, landscaping, paving the replacement and addition of skylights, windows, doors, open spaces, and other features which promote the liveability of the dwelling and its compatibility with and enhancement to the neighborhood.~~

**9.63.035 Expansion, Improvement, and Maintenance of Nonconforming Uses.**

Nonconforming uses shall not be enlarged or expanded except as provided in Sections 9.63.040 (a) and (b) below.

(a) Expansion of Nonconforming Residential Uses.

~~(B) Minor Alterations and/or Expansions. A one-time minor alteration and/or expansion of ten (10) percent or less of the gross floor area of the structure containing the nonconforming residential use ~~an area or intensity of an existing nonconforming residential use~~ may be permitted and conditioned by the Director of Community Development subject to a consent approval of a minor Conditional Use Permit by the Planning Commission. ~~The minor alteration and/or expansion may be subject to conditions to promote neighborhood compatibility and enhancement. Any expansion greater than ten (10) percent requires approval of a Conditional Use Permit by the Planning Commission. The expansions may be subject to conditions to promote neighborhood compatibility and enhancement.~~~~

~~(C) Major Alterations and/or Expansions. Any alteration and/or expansion in area or intensity greater than ten (10) percent of an existing nonconforming residential use may be permitted and conditioned by a Conditional Use Permit approved by the Planning Commission. The major alteration and/or expansion may be subject to conditions to promote neighborhood enhancement.~~

(2)(b) Expansion of Nonconforming Non-Residential Uses.

~~(A) Aesthetic Improvements and Minor Alterations. The repair, maintenance, replacement, and aesthetic improvement of nonconforming uses which are conforming to this Code and promote area enhancement and improvement, and which do not enlarge or expand the nonconforming uses termed by the Director of Community Development shall be encouraged.~~

~~————— The repair, maintenance, replacement, and aesthetic improvements to painting, landscaping, paving, the replacement and addition of signage, windows, doors, public spaces, and other similar features to promote the uses, compatibility and enhancement to the surrounding area.~~

~~(B) — Alterations and/or Expansions. A one-time expansion of a nonconforming non-residential use is allowed subject to the approval of a Conditional Use Permit by the Planning Commission. Alterations and/or Expansions which substantially bring the use into better conformance with this Code are encouraged. The alteration or expansion shall result in the required number of parking spaces to be substantially complied with and result in compliance with the signage and landscaping regulations of this Code. The area of expansion is required to comply with current parking standards. A one-time alteration or expansion of a nonconforming use is allowed subject to approval of a Conditional Use Permit by the Planning Commission.~~

- (c) Maintenance of Structures Containing Nonconforming Uses. The repair, maintenance, replacement, and aesthetic improvement of structures containing nonconforming uses which promote neighborhood enhancement, and which does not enlarge or expand the nonconforming use, as determined by the Director of Community Development shall be permitted and encouraged. Repair, maintenance, replacement, and aesthetic improvements typically include painting, landscaping, paving, the replacement and addition of skylights, windows, doors, open spaces, and other features which promote the livability and usability of the structure and its compatibility with and enhancement to the neighborhood.

#### **9.63.040 Destruction and Restoration Termination of Nonconformance.**

- ~~(a) — Destruction of Nonconforming Uses.~~

- ~~(1) — Residential Districts.~~

~~(A) — Destruction Due to Accident. Any nonconforming non-residential use that is lawfully existing at the time of the adoption of this Code shall not be reestablished if the structure that the use occupies is destroyed beyond fifty (50) percent of its market value, by fire, flood, explosion, act of God, or act of the public enemy. However, if the use is a residential use, it may be reestablished up to the number of pre-existing dwelling units provided the reestablished density is no greater than one hundred twenty five (125) percent of the maximum density allowed within the Zoning District. Nonconforming residential condominiums may be reestablished up to the number of pre-existing dwelling units. Approval of the Site Development Permit shall be based on the proposed reestablishment's improvement of the site's liveability, parking situation, building setbacks, and landscaping. Any reestablishments of use or reconstruction of structure must comply with current building and related codes.~~

~~(B) — Abandonment or Destruction due to Insufficient Maintenance or Non-Accident. Any nonconforming use that is lawfully existing at the time of the adoption of this Code which is abandoned for more than 180 consecutive calendar days or where the structure occupied by the nonconforming use is destroyed beyond fifty (50) percent of its market value by insufficient maintenance or non-accident shall be converted or reconstructed to conform to the requirements of this Code.~~

~~(2) — Non Residential Districts. Any structure occupied by a nonconforming use that is lawfully existing at the time of the adoption of this Code which is~~



~~destroyed beyond fifty (50) percent of its market value for any reason shall be converted or reconstructed to conform the regulations of this Code.~~

~~(b)-(a) Destruction of Damage to Nonconforming Structures due to Accidents.~~

~~(1) Destruction Due to Accident. Excluding properties in the Floodplain and Coastal Overlay Districts, any nonconforming structure that is lawfully existing at the time of adoption of this Code which may, if it is accidentally destroyed up to fifty (50) percent of its market value by fire, flood, explosion, earthquake, landslide, act of God, or act of the public enemy, may be restored and reconstructed to the limits of the pre-existing nonconformity reconstruct those structural components that are not in conformance with this Code to the development standards in effect at the time the nonconforming structural component was erected provided that all such construction and repair work commence within a period of five (5) years from the date of the accidental damage. However, aAny reconstruction of a nonconforming structure must comply with current building and related codes.~~

(b) Voluntary Demolition of Nonconforming Structures.

(1) If any nonconforming portion of a structure is removed, that portion shall be reconstructed in conformance with current requirements of this Code.

~~(2) Abandonment or Destruction due to Insufficient Maintenance or Non Accident. Any nonconforming structure lawfully existing at the time of adoption of this Code which is abandoned for more than 180 consecutive calendar days or destroyed demolished beyond fifty (50) percent of it's the total linear length of all walls, market value by insufficient maintenance or non accident shall be converted or reconstructed to conform to the current requirements of this Code.~~

(c) Damage to Structures Containing Nonconforming Uses due to Accidents.

When a structure containing a nonconforming use is destroyed due to fire, flood, explosion, earthquake, landslide, act of God, or act of the public enemy, the nonconforming use may be re-established and the structure rebuilt to the limits of the pre-existing nonconformity. Any reconstruction of the structure must comply with current building and related codes.

(d) Voluntary Demolition of Structures containing Nonconforming Uses.

When a structure containing a nonconforming use is voluntarily demolished beyond fifty (50) percent of the total linear length of all walls, that structure shall be reconstructed to conform to the requirements of this Code and the nonconforming use shall be converted to a use which conforms to the current zoning designation of the site.

(e) Abandonment of Nonconforming Uses.

When a nonconforming use is abandoned or discontinued for more than 365 consecutive calendar days, the use shall be converted to conform to the current requirement of this code.

**9.63.050 Notice.**

(a) Upon determination that the provisions of this Chapter apply to a given ~~parcel of land~~ nonconforming use, the Director of Community Development shall send a notice thereof by

certified mail, return receipt requested, to the property owner thereof as shown on the last equalized assessment roll, shall cause such property to be posted with a similar notice, and shall publish such notice at least once in a newspaper of general circulation.

(b) The notice provided for in this Section shall state that the property in question ~~is~~ contains a non-conformityng use, shall state the date of abatement established in Section 9.63.040 and shall state that the date of abatement may be appealed to the Planning Commission within thirty (30) days of the date appearing on the notice.

#### **9.63.060 Nonconforming Historic Structures and Uses.**

~~(a) A nonconforming designated national, State or local historic structure may be exempted from the provisions of this Chapter through the approval of a Site Development Permit issued by the Planning Commission. A nonconforming historic structure must be consistent with the land use designation and goals of the General Plan. If a nonconforming historic structure is destroyed beyond fifty (50) percent of its market value by fire, flood, explosion, act of God, or act of the public enemy, or otherwise eliminated, it may not be rebuilt except in accordance with the requirements of this Code.~~

~~(b) A nonconforming designated national, State or local historic use may be exempted from the provisions of this Chapter through the approval of a Conditional Use Permit issued by the Planning Commission. If a nonconforming structure occupied by a historic use is destroyed beyond fifty (50) percent of its market value by fire, flood, explosion, act of God, or act of the public enemy, or otherwise eliminated, the use may not be reestablished except in a structure built in accordance with the requirements of this Code.~~

~~(c) Approval of a Site Development Permit or Conditional Use Permit for the purpose of exempting a nonconforming historical structure or use from the provisions of this Chapter require the following findings:~~

- ~~(1) That the subject historical structure or use is a resource with local historical significance.~~
- ~~(2) That the deviations allowed through the exception are granted as a vehicle to preserve the historical structure or use.~~
- ~~(3) That the applicant has provided adequate assurances for the ongoing maintenance and preservation of the historic resource.~~
- ~~(4) That the historic resource will be a positive contribution to the community.~~

#### **9.63.070 060 Right of Further Appeal.**

(a) Any interested person may appeal the decision of the Planning Commission to the City Council within 15 days of service or the order upon the owner. The appeal hearing shall be noticed in the same manner as the original hearing before the Planning Commission.

(b) Each appeal shall be accompanied by such other documents and information the Director of Community Development deems to be necessary to adequately explain and to provide proper notification for the appeal. Each appeal shall set forth specifically and in detail the grounds for the appeal. The City Council may refuse to consider issues not raised in the written appeal.

(c) When an appeal has been accepted, the Director of Community Development shall forward to the City Council all documents and information on file pertinent to the appeal,

together with the minutes or official action of the approving authority, and a report on the basis of the decision and the appropriateness of the appeal.

(d) The City Council shall consider the appeal at a public hearing, including all information and evidence submitted with the original application, and any additional information and evidence the appellant may submit which the City Council finds to be pertinent.

(e) The action of the City Council shall be to sustain, deny, conditionally sustain, or refer the appeal back to the Planning Commission with the directions, all in compliance with the same requirements and procedures that were applicable to the Commission.

### **9.63.080 070 Public Nuisance.**

Any nonconformity continuing beyond the date for abatement as established by this Chapter or as extended by the Planning Commission or City Council is a public nuisance. (Added by Ord. 93-16, 11/23/93)

### **9.63.090 080 Substitution of a Nonconforming Use.**

Subject to Planning Commission approval, a nonconforming use may be replaced by another nonconforming use, provided that such substitute use is less detrimental to the public welfare and to the property of persons located in the vicinity thereof than is the original conforming use. Any such change of use shall not extend the termination date established for the original nonconforming use.

### **9.63.100-090 Termination—Violation of Law.**

Any of the following violations of the Municipal Code shall immediately terminate the right to operate a nonconformity, except as otherwise provided in this Chapter:

- (a) Changing a nonconforming use to a use not permitted in the zoning district;
- (b) Increasing or enlarging the area, space or volume occupied by or devoted to a nonconformity;
- (c) The addition to a nonconforming use of another use not permitted in the zoning district.

**Chapter 9.61 – Administration of Zoning, to be amended as follows (deletions are shown as strikeout and inserts are underlined):**

### **9.61.075 Amendment and Modifications to Discretionary Permits.**

An approved discretionary permit, variance or other entitlement may be amended or modified as long as the amendment is found to further the purposes of the Zoning Ordinance. An amendment request shall be filed prior to the expiration date of the previously approved permit. The Director of Community Development shall make one of the following determinations regarding the request:

(a) Minor Amendments. If requested amendments are found to be minor in nature by the Director of Community Development, the amendments may be approved administratively.

(b) Major Amendments. If the Director of Community Development determines that the requested amendments are significant enough to require a discretionary review, then the amendments shall be referred to the original decision making authority. If the original

application for the project required a public hearing, then the original decision making authority's review of amendments shall require a public hearing in accordance with Section 9.61.050, Notice and Conduct of Public Hearings.

**SUPPORTING DOCUMENT B**

**RESOLUTION NO. 08-03-25-08**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DANA POINT, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE A ZONE TEXT AMENDMENT (ZTA08-0002) REVISING THE CITY OF DANA POINT ZONING ORDINANCE TO CORRECT INCONSISTENCIES AND PROVIDE CLARIFICATION TO CURRENT STANDARDS.**

**APPLICANT:** City of Dana Point - Community Development Department

The Planning Commission for the City of Dana Point does hereby resolve as follows:

WHEREAS, the City desires to amend the Zoning Ordinance to correct inconsistencies and provide clarification to current standards; and

WHEREAS, the Planning Commission did, on the 25<sup>th</sup> of March, 2008, hold a duly noticed public hearing as prescribed by law to consider said request; and

WHEREAS, at said public hearing, upon hearing and considering all testimony and arguments, if any, of all persons desiring to be heard, said Commission considered all factors related to the Zone Text Amendment ZTA08-0002; and

WHEREAS, the City's proposed amendments are identified as Exhibit A, attached hereto and made a part of this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Planning Commission of the City of Dana Point as follows:

- A) The above recitations are true and correct.
- B) Based on the evidence presented at the public hearing, the Planning Commission adopts the following findings and recommends to the City Council, approval and adoption of Zone Text Amendment ZTA08-0002:
  - 3) *The amendment proposed is consistent with the Dana Point General Plan and Local Coastal Program.*
  - 4) *The proposed amendment complies with all other applicable requirements of state law and local ordinances.*

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission of the City of Dana Point, California, held on this 25th day of March 2008, by the following vote, to wit:

AYES: Brough, Conway, Denton, Fitzgerald, Schoeffel

NOES: None

ABSENT: None

ABSTAIN: None

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Liz Anderson Fitzgerald, Chairwoman  
Planning Commission

ATTEST:

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Kyle Butterwick, Director  
Community Development Department

**CITY OF DANA POINT  
AGENDA REPORT**

Reviewed By:	
DH	<u>X</u>
CM	<u>X</u>
CA	—

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**DATE: MAY 20, 2008**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: KATHY M. WARD, CITY CLERK**

**SUBJECT: INTRODUCTION OF CITY'S REDESIGNED WEBSITE**

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**RECOMMENDED ACTION:**

That the City Council receive the introduction of the City's redesigned website.

**BACKGROUND:**

On May 15, 2007, staff prepared a Request for Proposal (RFP) for website services. As a result, the City received three proposals. Vision Internet was selected to complete a comprehensive redesign of the City's website.

**DISCUSSION:**

In January, staff began working with Vision Internet to make major modifications to the City's website with an aggressive four month timeline. We asked that the redesign reflect an upscale, resort image of Dana Point and improve communication and access for the community.

A core team of staff website enthusiasts was created to assist in the redesign, representing each department within the City. Staff completely reviewed the existing information on the City's current website and recommended adding a significant amount of new information to benefit the community.

The new website allows staff to immediately update the website with emergency and other community information quickly. In addition to the services provided on the old website, a list of the improvements include:

- Customer service button
- E-news button
- Expanded community calendar
- More interactive forms
- Internet traffic monitoring
- Photo Gallery
- User friendly

Staff will continue to keep the new website up-to-date daily and plans to go live to the community by June 2, 2008. Vision Internet will host this website on their servers.

**FISCAL IMPACT:**

The website hosting cost is allocated within the Public Information Services budget (22-223).