



AGENDA REPORT

Regular

7

Meeting Date
August 2, 2022

**SUBJECT: PROJECT UPDATE FOR LAGUNA CANYON CHANNEL REPLACEMENT
ADJACENT TO FRONTAGE ROAD, AND APPROVAL OF AGREEMENTS WITH
THE ORANGE COUNTY FLOOD CONTROL DISTRICT AND CALTRANS FOR
MAINTENANCE OF FENCING, LANDSCAPING, AND HARDSCAPING**

RECOMMENDATION: It is recommended that the City Council:

1. Approve and authorize the City Manager to execute an agreement with the Orange County Flood Control District for funding and maintenance responsibilities associated with ornamental fence along Laguna Canyon Channel adjacent to Frontage Road;
2. Approve and authorize the City Manager to execute an agreement with the California Department of Transportation for maintenance of landscape and hardscape between Laguna Canyon Channel and Laguna Canyon Road, from Frontage Road to Woodland Drive; and
3. Direct staff to incorporate enhanced landscaping in an amount up to \$50,000 for additional trees within the project limits, subject to Design Review, Caltrans, County, and Laguna Beach County Water District approval.

Appropriation: _____ **Fund Name:** _____

Submitted By:  **Approved:** 
Mark McAvoy, Director of Public Works Shohreh Dupuis, City Manager

SUMMARY OF THE MATTER

Orange County Public Works (County) on behalf of the Orange County Flood Control District (District) is in the final planning stages to reconstruct the portion of Laguna Canyon Channel between Laguna Canyon Road and Frontage Road. Construction is scheduled to begin in September and be complete by May 2023.

The chain link fencing, asphalt sidewalk, and landscaping adjacent to the channel must be removed to facilitate channel construction. In April 2021, the City Council directed staff to pursue enhanced replacement landscaping, fencing, and sidewalk along the channel to match the Village Entrance, with the County, and return to the City Council with a cooperative agreement to implement and fund the improvements. An agreement with the District is necessary because the City will be taking over maintenance responsibilities for the fencing, landscaping, sidewalk, and pedestrian crossings, and paying incremental costs for upgrading the fencing and sidewalk. Similarly, an agreement with the California Department of Transportation (Caltrans) is necessary because the City will be taking over maintenance responsibilities for the landscaping and decorative sidewalk, which is within Caltrans right of way.

Both agreements have been reviewed by the City Attorney and are recommended for approval. A location map and rendering of the proposed improvements are included as Attachment 1, and the cooperative agreements are included as Attachments 2 and 3.

DISCUSSION

Background

In February 2019, a portion of Laguna Canyon Channel between Laguna Canyon Road and Frontage Road failed during a large rainstorm event. This portion of concrete flood control channel is maintained by the District. Temporary repairs, including steel shoring and bracing, were installed by County on behalf of the District until a design for permanent replacement could be prepared and implemented.

The proposed scope of work includes reconstructing the channel in its current size and location with no capacity improvements. To facilitate construction, all adjacent landscaping and hardscaping must be removed, including three pedestrian bridge crossings. To improve pedestrian circulation, the northerly pedestrian crossing will be relocated adjacent to Woodland Drive, the middle pedestrian crossing at the crosswalk to the Sawdust Festival entrance will be widened and include public art surfacing, and the southerly pedestrian crossing will not be replaced. Additional work includes replacement of asphalt sidewalk with decorative sidewalk, replacement of landscaping within the mini park in kind, and replacement of parkway landscaping with a plant palette similar to the Village Entrance.

On April 6, 2021, the City Council directed staff to pursue enhanced aesthetic improvements for sidewalk and channel fencing, and to return to the City Council with a cooperative agreement to implement and fund the aesthetic improvements. During the mid-year budget adjustment for Fiscal Year 2021-2022, \$800,000 was appropriated to cover the aesthetic improvements.

Design Review

A concept review of the project was considered by the Planning Commission on August 4, 2021, to collect public input. The County addressed public comments, and on May 18, 2022, the Planning Commission approved design review, coastal development permit, and temporary use permit for the project. The Planning Commission also requested that staff work to incorporate additional aesthetic improvements, including consideration of future potential ground lighting for the sidewalk, and replacement of metered parking with a pay station for parking spaces located along both Laguna Canyon Road and Frontage Road. Conduit for possible future pedestrian lighting can be installed with the project at minimal cost within the existing budget. Parking meters on Frontage Road will be replaced with pay stations. Parking meters on Laguna Canyon Road will remain until the City obtains approval from Caltrans to install sensors in the pavement.

Landscaping

As previously mentioned, landscaping between Laguna Canyon Road and Frontage Road must be removed to accommodate channel reconstruction. The District has offered to replace landscaping with a new planting design that matches the adjacent Village Entrance theme at no cost to the City. Landscaping and amenities at the Frontage Road Mini Park would be replaced in kind. Some larger specimen plantings could possibly be boxed and replanted by the City after construction.

Eight of eleven trees within the project area must be removed to accommodate construction. The City Arborist confirmed that construction activities would encroach too far into the critical root zones for these trees to be saved. Staff worked with the County to protect three trees at the mini park. The County plans

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to replant the eight removed trees with species that meet current Caltrans, District, City target species list, and Landscape and Scenic Highways Resource Document (LSHRD) requirements. Caltrans restricts certain large tree species from being planted adjacent to a highway exceeding 35 miles per hour for liability purposes. The District restricts trees from being planted within ten feet of a flood control facility to minimize potential root damage. Public input was received to install replacement trees in the parkway between the asphalt sidewalk and channel, rather than in tree wells within the sidewalk, to preserve the continuous sidewalk width. However, there are underground utilities within this parkway, including a significant 36" diameter water line, that may prohibit tree placement in certain areas. Additional public comment included significantly increasing the number of trees to be planted because allowable tree species are smaller at maturity, and because new trees would be much smaller than the existing mature trees.

Staff is currently working with the County, Caltrans, Laguna Beach County Water District, and members of the public, to prepare a design to supplement the landscaping with additional trees. The proposed design includes eighteen Catalina Cherry and ten Western Redbud trees arranged in clusters within the parkway. Site meetings have been conducted with County personnel, City Arborist, consultant landscape architect, and a member of the public who is representing residents of Laguna Canyon. Staff is also arranging to have the water main potholed for location accuracy. An amended landscape plan would then be submitted for design review this winter, with trees being planted concurrently with the rest of the channel re-landscaping in the spring of 2023.

Although a final quantity of trees has not been determined, it is expected that the cost for additional trees sufficient to complement the landscape plan would not exceed \$50,000. It is recommended that up to \$50,000 of the existing budget be used for additional trees within the project limits. If this recommendation is approved, then staff will process an amended landscape plan through design review. Additional trees could be installed by either the County with the channel repair or by the City afterward.

Construction Staging

Along with design review and coastal development permitting, the District obtained approval of a temporary use permit for construction staging at 113 Canyon Acres Drive. At the south end of this property is a dirt drainage ditch that parallels Milligan Drive. The District has agreed to keep all staging activities, including storage of materials and equipment, at least 25 feet away from the ditch. The District's contractor must implement a water pollution control plan that will include best management practices intended to keep materials from being transported off the site and into nearby water courses.

FINANCIAL ANALYSIS

As part of the mid-year budget adjustment on March 15, 2022, \$800,000 was appropriated for fencing and sidewalk upgrades. The District has offered to pay for costs to replace affected landscaping in kind, and the City would be responsible for any landscape upgrade costs. Incremental costs to be paid by the City are currently estimated to be approximately \$150,000 for the sidewalk, \$500,000 for the fencing, \$50,000 for additional trees, and \$100,000 for contingencies. The agreement is structured such that the City would reimburse the District after the work is complete and final quantities are known.

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ENVIRONMENTAL ANALYSIS

Environmental review for a County-Wide Long-Term Routine Maintenance Permitting Program, which includes the Laguna Canyon Channel Replacement project, consisted of preparing an Initial Study (IS), certification of a Mitigated Negative Declaration (MND) and adoption of a Mitigation and Monitoring Plan/Program by the County in May 2013. Pursuant to the California Environmental Quality Act (CEQA), a MND has been adopted (SCH# 2012111011).

ATTACHMENTS

1. Location Map and Rendering (Pgs. 5-6)
2. Agreement for maintenance within County easement area (Pgs. 7-29)
3. Agreement for maintenance within State right of way (Pgs. 30-40)

Report Prepared By:

Mark Trestik, City Engineer

Coordinated With:

Phil Kohn, City Attorney

PROJECT LOCATION



— Laguna Canyon Channel



BEFORE CONSTRUCTION



AFTER CONSTRUCTION

AGREEMENT

This AGREEMENT (“**Agreement**”) is made as of _____, 2022 (“**Effective Date**”) by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (“**DISTRICT**”) and the CITY OF LAGUNA BEACH (“**CITY**”), a municipal corporation. DISTRICT and CITY may sometimes hereinafter individually be referred to as “**Party**” or jointly as “**Parties**.”

RECITALS

- A. The DISTRICT has initiated a Laguna Canyon Channel Replacement Project (Project) for the purpose of replacing a certain segment of DISTRICT’s regional flood facility commonly referred to as Laguna Canyon Channel Facility Number I02 (Channel), which is located between Laguna Canyon Frontage Road and Woodland Drive on State of California, Department of Transportation (Caltrans) State Route 133 right of way within the CITY’s jurisdictional limits, as shown on **Exhibit A** attached to and made a part of this Agreement (Subject Property). The Project shall consist of: replacement of 1,160 feet of the rectangular concrete channel from Channel sta. 16+53.41 which is upstream of Laguna Canyon Frontage Road to Channel sta. 28+13.73 which is downstream of Woodland Drive (Project Limits); removal of the pedestrian crossing at Channel sta. 17+40.78; replacement and widening the pedestrian crossing over the Channel to 22 feet at Channel sta. 19+81.24; relocation of the pedestrian crossing at Channel sta. 26+24.36 to Channel sta. 28+09.73, which is modified to have an 8-foot width; construction of a new 8 foot wide concrete sidewalk segment along Woodland Drive from Laguna Canyon Road to Laguna Canyon Frontage Road; replacement of an 8 foot wide sidewalk segment along Laguna Canyon Road within the Project Limits with decorative color and finish to match the Village Entrance Project (defined below); replacement of the curb ramps within the Project Limits, at the intersection of Laguna Canyon Frontage Road and Laguna Canyon Road, and at the intersection of Woodland Drive and Laguna Canyon Road for Americans with Disabilities Act (ADA) compliance; replacement of any hardscape and softscape damaged due to the Project; removal of trees within the Project Limits that pose a risk to the Channel; and replacement of existing DISTRICT Fencing (defined below) with installation of CITY Fencing (defined below) within the Project Limits. The Project shall further include replacing certain CITY installations or installations of updated decorative or aesthetic fencing within the Project Limits that are to be owned and maintained by the CITY, as set forth herein.
- B. The DISTRICT, as the lead agency of the Project, shall obtain all permits needed to complete construction of the Project, including Caltrans’ Project permit 1221-NMC-0206. Issuance of said Caltrans permit requires that applicants assume responsibilities for post-Project ownership, operation and maintenance of facilities situated on Caltrans right-of-way. The Parties intend this Agreement to establish the respective responsibilities and obligations of the CITY and DISTRICT to each other within the Subject Property, which will be reflected in the Caltrans’ Project permit 1221-NMC-0206 and the respective Party’s ancillary maintenance agreements with Caltrans for the Subject Property.
- C. This Agreement shall also set forth the Parties’ understanding with respect to the Project, and post-Project joint use of the Subject Property to ensure the CITY will be responsible for CITY installations, including landscaping on the Subject Property, and that said CITY installations will not impede flood control operations, DISTRICT’s exercise of the Orange County Flood Control Act, California uncoded Water Code Act 5682, section 2.

- D. The Agreement further reflects the Parties' shared objective that their respective work within the Subject Property will not unreasonably interfere with each other's exercise of their respective Caltrans agreements and that each will endeavor to minimize the need in the future to impact the other's facilities. Therefore, the Parties intend this Agreement to enable them to work collaboratively toward mitigating such impacts and to establish a mechanism by which they may cost-share and reimburse each other for related costs incurred in accordance with the terms herein.

NOW, THEREFORE, DISTRICT and the CITY agree:

The above Recitals are fully incorporated herein by this reference as though set forth in full.

1. DEFINITIONS (LA2.1 S)

For the purposes of this Agreement, the following words are defined as follows, unless otherwise apparent from context:

- a. **"Channel"** means DISTRICT's Laguna Canyon Channel (Facility No. I02) flood control facility that parallels Laguna Canyon Road, State Route-133 as defined in the aforementioned Recital A.
- b. **"CITY Fencing"** means CITY-owned fencing, which includes fence posts, gates, foundations installed in accordance with this Agreement within the Subject Property either for the Project or post-Project. CITY Fencing are considered CITY Installations as defined hereinbelow and must adhere with DISTRICT or County standard Channel maintenance road fence specifications or be specifically approved in writing by the Director (as defined herein) as deviations and that were allowed under the condition the CITY assumes all operation and maintenance responsibilities therefor in accordance with the terms herein.
- c. **"County"** means the County of Orange, a political subdivision of the state of California.
- d. **"County Fencing"** means the DISTRICT or County installed fencing posts and gates within the Subject Property that meets specifications set forth in County's Public Works Department Standard Plans or as otherwise adopted pursuant the County of Orange, Codified Ordinances Sections 6-2-12 and 6-2-13.
- e. **"Director"** means Orange County's Director of Orange County Public Works (OC Public Works), or any successor agency thereto, or Director's designee. The Parties acknowledge the County Engineer for the County of Orange shall be recognized as such a Director's designee to carry out the terms set forth herein.
- f. **"Installation(s)"** means those CITY-owned and/or CITY-maintained (as defined hereinbelow) facilities, equipment or improvements within the Subject Property: including but not limited to sidewalk, curb, gutter, decorative concrete, surface drainage, streetlights, bridges or crossings, footings, rails, CITY Fencing, plantings, landscaping, root barriers, irrigation, utility lines, parking meters, parking sensors and parking stalls.
- g. **"Maintenance Agreement(s)"** shall collectively mean the ancillary maintenance agreements with CALTRANS for the Subject Property required for issuance of the CALTRANS' permit for the Project.
- h. **"Project"** shall mean the Laguna Canyon Channel Replacement Project as defined in the

aforementioned Recital A.

- i. **“Village Entrance Project”** means City of Laguna Beach Public Works Department Capital Improvement Project No. 190 titled “Laguna Beach Village Entrance Improvements.” The project included improvements from the intersection of Laguna Canyon Road and Laguna Canyon Frontage Road to the intersection of Forest Avenue and Ocean Avenue.

2. TERM

The initial term of this Agreement shall be for twenty (20) years, commencing on the Effective Date, unless terminated as provided herein. This Agreement will automatically renew for an additional one (1) year term upon the same covenants, terms and conditions unless either Party notifies the other in writing of its intention to terminate this Agreement at least one hundred eighty (180) days prior to the expiration of the initial 20-year term. If one hundred eighty (180) days prior to the end of the one-year extended term, neither Party has given the other notification of its intention to terminate, this Agreement shall continue in full force and effect upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either Party by giving the other Party written notice of its intention to so terminate at least one hundred eighty (180) days prior to the end of any such annual term.

3. DEFAULT AND TERMINATION

In the event of CITY’s breach of its obligations herein, DISTRICT shall provide written notification to the CITY of such breach and CITY shall have twenty (20) days after receipt of written notification to begin work to cure said breach. If CITY fails to cure such breach within that 20-day period or if DISTRICT and CITY do not otherwise resolve the matter, DISTRICT may, at its sole discretion, take any of the following actions or combination thereof:

- a. Waive CITY’s breach of the Agreement
- b. Terminate this Agreement
- c. Remedy CITY’s breach and charge CITY the cost of that remedial action as set forth herein
- d. Take legal action, in law or in equity, to remedy any default, to recover damages for any breach of this Agreement; to compel specific performance of this Agreement; or to obtain injunctive relief, a declaratory judgment or any other equitable remedy consistent with the purposes of this Agreement.

4. PROJECT IMPLEMENTATION BY THE CITY

In furtherance of the Project, the CITY agrees to:

- a. Pay the incremental expenses associated for any construction or installation of the decorative fence in, on or about the Subject Property. This expense shall include the Total Construction Fee for the Project of 12%. A cost of 54.60 dollars per linear foot of a standard fence per OC Public Works Standard Plan 600-3 shall be used as the base cost to determine the incremental expense of decorative fencing. See **Exhibit B** for sample calculation;
- b. Pay the incremental expenses associated for any construction or installation of the colored concrete. in, on or about the Subject Property. This expense shall include the Total Construction Fee for the Project of 12%. A cost of 7.20 dollars per square foot for the cost of Asphalt Concrete (AC) paving shall be used as the base cost to determine the incremental expense of colored

concrete. See **Exhibit B** for sample calculation;

- c. If replanting trees along Laguna Canyon Road is determined feasible by the DISTRICT and accepted by Caltrans, the DISTRICT shall pay the expense of replanting any tree that is removed between Channel and Laguna Canyon Road. The CITY shall pay for planting any additional tree and the expense of any tree root barriers needed to protect the Channel in, on or about the Subject Property. This expense shall include the Total Construction Fee for the Project of 12%. **Exhibit C** shows existing trees to be removed by the Project;
- d. Waive collection of CITY permit fees for DISTRICT and/or its contractors implementing this Agreement;
- e. Temporarily relocate CITY's bus stop that will be impacted by the Project as needed to complete the Project within the DISTRICT's construction schedule;
- f. Remove parking meter heads along Laguna Canyon Frontage Road and Laguna Canyon Road, within three (3) weeks of written request from the Director;
- g. Remove parking sensors along the Laguna Canyon Frontage Road parking stalls within the Project Limits, within three (3) weeks of written request from the Director;
- h. Furnish and install pay stations and sensors along Laguna Canyon Frontage Road within the Project Limits immediately after Project construction, upon written request from the Director;
- i. Furnish and install parking meter heads along Laguna Canyon Road within two (2) weeks written request from the Director; and,
- j. If the CITY requests the DISTRICT to implement any feature that is not identified within this Agreement, if the DISTRICT agrees to implement that feature as part of this Project, and Caltrans approves such feature (if it falls within Caltrans' jurisdiction), then the CITY shall pay for said feature in, on or about the Subject Property. This expense shall include the Total Construction Fee for the Project of 12%

The Parties acknowledge the invoice of the aforementioned obligations shall coincide with the filing of Notice of Completion for the Project to close out the project costs.

The CITY further acknowledges the Project will have the following impacts within the CITY's jurisdiction and agrees to cooperate and comply with DISTRICT's written requests that may concern said impacts for implementation of the Project:

- a. Approximately one third of parking spaces along Laguna Canyon Frontage Road will be temporarily impacted during Project construction;
- b. Parking along Laguna Canyon Road will be closed for the duration of Project construction;
- c. Pedestrian crossings within the Project Limits will be closed for the duration of Project construction; and,
- d. Temporary striping will be implemented along Woodland Drive and the dedicated left turn lane will be removed for the duration of Project construction.

CITY agrees to refrain from engaging in all activities within the Subject Property during the Project that would interfere with the use of the Subject Property for the purposes set forth herein, and to prohibit third parties from engaging in all such activities within any part of the Subject Property.

CITY acknowledges that the Subject Property encompasses a portion of DISTRICT's Channel. CITY further acknowledges that the primary statutory purpose of the Subject Property is for flood control purposes. CITY promises and covenants to refrain from conducting, or permitting to be conducted, all activities within the Subject Property, of any sort, that might have the potential to, or would, interfere with the DISTRICT's flood control operations and maintenance activities relating to, bordering or within the Channel.

CITY shall be required, at CITY's sole cost and expense, to obtain and maintain at all times during the term of this Agreement, all permits, certificates, approvals and/or licenses for the CITY Installations which may be required by any federal, state, county, or other governmental agency, department or bureaucracy having jurisdiction over CITY, or CITY's operations in connection with the Subject Property as set forth in this Agreement and the Permits. No permit, approval or consent given hereunder by DISTRICT shall affect or limit CITY's obligations hereunder nor shall any such approvals or consents given by DISTRICT, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

5. PROJECT IMPLEMENTATION BY THE DISTRICT

In furtherance of the Project, the DISTRICT agrees to:

- a. Obtain design review and coastal development permitting, as needed, from the CITY with the understanding that said approvals may be subject to further process and appeal;
- b. Protect as many existing trees within Project Limits as possible, provided that it will not impede flood control operations and DISTRICT's exercise of the Orange County Flood Control Act;
- c. Salvage and reinstall CITY's streetlights along the Laguna Canyon Frontage Road that are impacted due to Project construction activities;
- d. Install CITY's decorative fencing as shown in the Project plans approved by the CITY, provided said decorative fencing (CITY Fencing) is acceptable to Caltrans and CITY agrees in their respective Maintenance Agreement with Caltrans to maintain said decorative fencing (CITY Fencing) at no cost to the DISTRICT;
- e. Notify CITY three (3) weeks prior to Project construction for the CITY to remove parking meter heads along Laguna Canyon Frontage Road and Laguna Canyon Road;
- f. Notify CITY three (3) weeks prior to Project construction for the CITY to remove parking sensors along the Laguna Canyon Frontage Road parking stalls;
- g. Remove parking meter posts along Laguna Canyon Frontage Road.
- h. Remove and replace parking meter posts on Laguna Canyon Road per CITY standards.
- i. Replace landscaping damaged to implement the Project with a similar plant palette as the Village Entrance Project, provided said landscaping is acceptable to Caltrans and CITY agrees in their respective Maintenance Agreement with Caltrans to maintain said landscaping at no cost to the DISTRICT. Replacement planting sizes and species to be reviewed and approved by the CITY Planning Commission during the design review process within 14 calendar days of Planning Commission meeting date;
- j. Remove and replace the pedestrian crossing (Channel sta. 19+81.24) adjacent to the Sawdust Art Festival with a crossing widened to 22 feet as long as widened crossing does not alter the

channel hydraulics, provided said crossing is acceptable to Caltrans and CITY agrees in their respective Maintenance Agreement with Caltrans to maintain said crossing at no cost to the DISTRICT. Pedestrian crossing geometry to be reviewed and approved by the CITY Planning Commission during the design review process within 14 calendar days of Planning Commission meeting date;

- k. Remove the pedestrian crossing (Channel sta. 17+40.78) adjacent to the Laguna Canyon Frontage Road entrance in accordance with plans reviewed and approved by the CITY Planning Commission during the design review process within 14 calendar days of Planning Commission meeting date;
- l. Relocate the pedestrian crossing near Woodland Drive (Channel Sta 26+24.36) to Woodland Drive (Channel Sta 28+09.73) with a reduced width of 8 feet provided that crossing does not alter the channel hydraulics, provided said bridge is acceptable to Caltrans, and CITY agrees in their respective Maintenance Agreement with Caltrans to maintain said bridge at no cost to the DISTRICT. Pedestrian crossing relocation and geometry to be reviewed and approved by the CITY Planning Commission during the design review process within 14 calendar days of Planning Commission meeting date;
- m. Replace sidewalk along Laguna Canyon Road with concrete that has a decorative color and finish that match the Village Entrance Project, provided said colored concrete and finish are acceptable to Caltrans and CITY agrees in their respective Maintenance Agreement with Caltrans to maintain said colored concrete and finish at no cost to the DISTRICT;
- n. Implement and Maintain a safe and continuous temporary pedestrian detour along Laguna Canyon Road for the duration of Project construction;
- o. Implement and Maintain a safe and continuous temporary pedestrian detour along Woodland Drive for the duration of Project construction;
- p. Replace damaged landscaping in kind to the greatest extent practicable which includes: plants, irrigation, hardscape, benches, trash receptacles, and installations at the Laguna Canyon Frontage Road Mini Park, provided CITY agrees to maintain said landscaping at no cost to the DISTRICT;
- q. Provide and install screened construction fencing during construction of the Project to reduce visual impacts of construction; and,
- r. Provide Project information sign consistent with OC Public Works Standard Plan 1418.

6. CITY ACTIVITIES

CITY's activities within the Subject Property, including construction, the installation of any systems, facilities or equipment, and/or maintenance and plans for all such activities, are subject to approval in writing by the Director through Orange County Public Works' Property Permit department. This approval shall not unreasonably be withheld provided that such activities do not have the potential to, or would, interfere with the DISTRICT's flood control operations and maintenance activities relating to, bordering or within the Channel. CITY shall render all normal processing fees therefor, prior to commencement of any work in, on, over, under, across or about the Subject Property; and upon completion of any such work, CITY shall immediately notify Director in writing of such completion.

Director's approval of CITY's construction and/or maintenance plans shall not be deemed approval from

the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. DISTRICT is not responsible for permitting of any construction, maintenance, design, assumptions or accuracy of CITY's construction and/or maintenance plans. Director will rely on the professional expertise of the Engineer of Record when approving CITY's construction and/or maintenance plans.

Should it be necessary for CITY to conduct any construction, inspection or maintenance activities requiring the disturbance of the surface of the Subject Property or requiring the use of any specialized vehicles or equipment, including but not limited to cranes, within, over, under or about the Subject Property subsequent to the completion of the Project, CITY agrees to notify Director in writing no fewer than sixty (60) days in advance of such planned activities, and obtain Director's written approval of all plans by obtaining a permit through County Property Permit (CPP) with payment of normal processing fees therefor, prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities that do not involve use of DISTRICT property outside of the Subject Property. However, CITY shall notify Director within ten (10) days following commencement of any emergency repair work, and if so requested by Director, CITY shall secure a permit through CPP for the purpose of documenting the emergency work.

7. MAINTENANCE/OPERATIONS

CITY shall, at no cost to DISTRICT, keep and maintain the Installations in, on, over, under and through the Subject Property (other than the Channel and District-owned facilities) and all CITY Installations of any kind in good and safe condition and in substantial repair, and shall at all times conduct all operations thereon in a safe and responsible manner. It shall be CITY's responsibility to take all necessary actions to maintain the Subject Property in such condition to not interfere with the operation and flood control purposes of DISTRICT's Channel. CITY, at no cost to District, shall perform all Installation operation and maintenance responsibilities, which shall include but is not limited to:

- a. Maintaining plantings and landscaping a minimum of 18" from the Channel for a visual observation space at the top of the Channel, as set forth in the Permits;
- b. Maintaining all trees within 10' of the Channel wall, with root pruning and root barriers on the portion of root adjacent to the Channel as required by the Permits;
- c. Performing its operation within the Subject Property in ways to reduce leaf litter and debris from entering the Channel and to address other related water quality issues when notified in writing by the Director;
- d. Performing graffiti clean-up on Installations and property made accessible via those Installations;
- e. Maintaining secure bridges, railing, fencing, parking stops and gates to prevent Channel entry by the public; and,
- f. Accommodate drainage, run-off from adjacent parcels, hills, road to the Channel.

Except for flood control operations and maintenance of the Channel and DISTRICT-owned facilities as set forth in DISTRICT's Maintenance Agreement with Caltrans, DISTRICT shall have no obligation to maintain or make any repairs or replacements to any area in, on, over, under or about the Subject Property. In the event CITY fails to maintain, make repairs, remove and/ or replace Installations, which affect DISTRICT's ability to maintain the Channel or provide flood control, Director may notify the

CITY of the needed correction(s). Unless otherwise agreed upon in writing, within five (5) days of receipt, CITY shall correct the identified deficiencies or provide the Director evidence of CITY's having commenced the necessary corrective measure(s). Should, in the Director's sole discretion, the CITY fail to correct the situation within a reasonable time, Director may notify the CITY and the DISTRICT will undertake and complete the necessary work. In such a case, the CITY shall remain fully responsible and liable for the repair, replacement and corrective measures; and, shall pay DISTRICT within ten (10) days of receipt of an invoice to reimburse DISTRICT's associated cost, including but not limited to, the cost of labor (overtime, overhead and burden), materials, and equipment, with a fifteen percent (15%) administration fee, and any collections costs. CITY agrees to indemnify, hold harmless, protect and defend DISTRICT and County pursuant to the terms in Section 10 (Hold Harmless), from claims arising from DISTRICT performing any of CITY's obligations under this Agreement. DISTRICT's election to self-perform corrective work under this provision shall not bar DISTRICT from availing itself of other remedies available under law, equity or contract, including other remedies made available by this Agreement.

CITY shall also promptly, at its sole cost and expense, repair or replace to their condition prior to damage or destruction, any facilities, equipment or improvements on DISTRICT'S property located under, over, within or adjacent to the Subject Property that are damaged or destroyed by CITY directed, conducted or sponsored activities under this Agreement. If CITY fails to perform any such repair or restoration within thirty (30) days following written notice from Director to CITY, or as such, repair or restoration period may be extended in writing by Director, DISTRICT may make the necessary repair or restoration and the cost thereof, including but not limited to the cost of labor (overtime, overhead and burden), materials, and equipment, with a fifteen percent (15%) administration fee, and any collections costs, shall be paid by CITY within ten (10) days of invoice by the DISTRICT. DISTRICT's election to self-perform corrective work under this provision shall not bar DISTRICT from availing itself of other remedies available under law, equity or contract, including other remedies made available by this Agreement.

The Parties agree to cooperate in the maintenance and operation of their respective facilities within the Subject Property by coordinating such activities. CITY shall designate in writing a representative ("**Site Representative**") to Director. The Site Representative shall be responsible for the day-to-day operation and level of maintenance and general order of the Subject Property and any of CITY's Installations thereon. The Site Representative shall contact OC Public Works'/Operations & Maintenance by calling 714-955-0200 for any CITY activities that may affect DISTRICT's use of the Subject Property at least 72 hours in advance or as otherwise mutually agreed upon in writing. Likewise, DISTRICT shall contact CITY's Site Representative for any DISTRICT activities that may affect CITY's use of the Subject Property at least 72 hours in advance or as otherwise mutually agreed upon in writing.

Neither DISTRICT nor any agent, employee, contractor, operator or any other person or entity acting for or on behalf of DISTRICT shall incur any liability, including, but not limited to, loss of business, damage, destruction or relocation costs of Installations or impaired utility of the Subject Property for any action undertaken in the maintenance, repair, operation, improvement, modification or reconstruction of said flood control facilities.

8. DISPOSITION OF INSTALLATIONS

No later than the expiration or termination of this Agreement, CITY shall at CITY's sole cost and expense, and to Director's satisfaction, remove and/or abandon in place in compliance with state and

federal law all Installations located within the Subject Property and replace the CITY Fencing with County Fencing. In the event CITY fails to perform its obligations under this section, in addition to all other rights or remedies available to DISTRICT, Director, at Director's option after providing fifteen (15) days written notice to CITY, may cause the removal of any of CITY's Installations from the Subject Property, and invoice to the CITY the cost thereof, including but not limited to the cost of labor (overtime, overhead and burden), materials, and equipment, with a fifteen percent (15%) administration fee, and any collections costs. CITY shall pay said invoiced costs within thirty (30) days of its receipt.

9. RELOCATION OF CITY INSTALLATIONS

CITY agrees that in the event Director determines that a CITY Installation, including any trees, will interfere with the operation, maintenance, replacement, or improvement of DISTRICT'S Channel, flood control facilities or property, CITY shall within ninety (90) days of receipt of written notice from Director, and at CITY's sole cost and expense arrange for the removal of the Installation from the Subject Property and any reinstallation within the Subject Property, if applicable and appropriate. If, in the Director's opinion, any such interference can be cured by CITY relocating or rearranging and such relocation or rearrangement would not interfere in any way with the DISTRICT's ability to fully implement the DISTRICT's duties and responsibilities pursuant to the Orange County Flood Control Act or otherwise become a material imposition on DISTRICT, DISTRICT agrees to amend this Agreement to apply to the substitute Subject Property. The costs and expenses of removal and, if applicable, relocation of CITY's Installations shall be for borne by CITY.

10. HOLD HARMLESS

CITY acknowledges the Subject Property is over, upon and about the Channel and may be subject to all hazards associated with flood conditions. CITY agrees to assume all risks, financial or otherwise, associated with CITY's decisions to engage in activities over, on and about the Subject Property caused by or associated with DISTRICT's flood control operations and the Channel.

CITY hereby releases and waives all claims and recourse against DISTRICT and County including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this Agreement, including any damage to or interruption of use of any of CITY's equipment or facilities placed in, on, or about the Subject Property, caused by erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel, or caused by DISTRICT'S flood control operations, except claims arising from the concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

CITY agrees to indemnify, defend with counsel reasonably approved in writing by DISTRICT's Board of Supervisors, and hold harmless DISTRICT and the COUNTY and their elected and appointed officials, employees, and agents ("DISTRICT/COUNTY INDEMNITEES") and their property from all loss, injury, liability, damages, claims, costs and expenses, whether incurred by or made against DISTRICT, COUNTY or any of the DISTRICT/COUNTY INDEMNITEES (including attorney's fees and court costs) in connection with (i) breach of this AGREEMENT by the CITY or its elected and appointed officials, employees, representatives, member agencies, agents, contractors, operators, invitees, or any person authorized by CITY to conduct activities on the Subject Property (individually and collectively "CITY INDEMNITEES"); (ii) the willful misconduct or negligent acts or omissions of CITY, CITY INDEMNITEES or any of them relating to or connected with and/or implementation of the

CITY Project; and (iii) the accuracy of any materials, methodology and/or other documentation provided by CITY to DISTRICT, DISTRICT/COUNTY INDEMNITEES or any of them in furtherance of the implementation of the CITY Project or in performance of this AGREEMENT; provided, however, that (a) DISTRICT timely provides notice to the CITY upon becoming aware of any fact, condition or event which may reasonably give rise to CITY's obligation to defend and indemnify DISTRICT under this section and, (b) nothing in this subparagraph shall operate to relieve DISTRICT or any DISTRICT/COUNTY INDEMNITEES from responsibility for, or to require their indemnification with respect to, any loss, injury, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of DISTRICT, the DISTRICT/COUNTY INDEMNITEES, any party acting on their behalf or under their direction.

If judgment is entered against DISTRICT/County and CITY by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT/County and CITY, DISTRICT and CITY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

The Parties agree that this Agreement shall constitute a separate agreement from any approval via the Permits or other third parties, and if the CITY Project is invalidated, in part or in whole, rendered null or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section (Hold Harmless), which shall survive such invalidation, nullification or setting aside.

11. HAZARDOUS MATERIALS

a. Definition of Hazardous Materials

For purposes of this Agreement, the term "**Hazardous Material(s)**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, County, the State of California, or the United States government.

b. Use of Hazardous Materials

CITY or CITY INDEMNITEES shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Subject Property (which for purposes of this clause shall include the subsurface soil and ground water).

c. CITY Obligations

If the presence of any Hazardous Materials in, on, under or about the Subject Property caused or permitted by CITY or CITY Parties results in (i) injury to any person, (ii) injury to or contamination of the Subject Property (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, CITY, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Subject Property and/or other property to the condition existing prior to the introduction of such Hazardous Materials in, on, under or about the Subject Property and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of DISTRICT under this Agreement, CITY shall pay the cost of any cleanup or remedial work performed in, on, under, or about the Subject Property as required by this Agreement or by applicable laws in connection with the removal, disposal, neutralization or

other treatment of such Hazardous Materials caused or permitted by CITY or CITY Parties. Notwithstanding the foregoing, CITY shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Subject Property caused or permitted by CITY or CITY Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of Director. All work performed or caused to be performed by CITY as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits, and other requirements for such work approved by Director.

12. BEST MANAGEMENT PRACTICES

CITY and all CITY Parties shall conduct operations under this Agreement and the Caltrans' Maintenance Agreement so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("**Stormwater Permits**") to the County of Orange, and to the DISTRICT and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the Subject Property. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must abide. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

CITY and all CITY Parties shall, throughout the term of this Agreement, comply with the BMP Fact Sheets, as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Agreement commences or as the Stormwater Permits may be modified. CITY agrees to maintain current copies of the BMP Fact Sheets in a location readily accessible to any or all CITY Parties throughout the term of this Agreement.

CITY may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Director for review and approval prior to implementation.

Director may access the Subject Property and/or review CITY's records at any time to assure that activities conducted within the Subject Property comply with the requirements of this section. CITY may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

13. NOTICES

All notices, documents, correspondence and communications concerning this Agreement shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered forty-eight (48) hours after mailing. Either Party may change the address for notices by giving the other Party at least ten (10) calendar days prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by Federal Express or similar courier service and so given shall be deemed to have been given upon receipt.

To DISTRICT:

Orange County Flood Control District
OC Public Works
RE: Laguna Canyon Channel (I02) Agreement
P.O. Box 4048
Santa Ana, CA 92702-4048

To CITY:

City of Laguna Beach
Public Works Department
RE: Laguna Canyon Channel (I02) Agreement
505 Forest Avenue
Laguna Beach, CA 92651

14. AUTHORITY

The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

15. LABOR CODE COMPLIANCE

CITY acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the commencement of the term of this Agreement or any such future improvements or modifications performed by CITY at the request of DISTRICT shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.). These provisions are applicable to improvements or modifications costing more than \$1,000.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Agreement for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications from the Director of the State Department of Industrial Relations. Copies of said prevailing wage rates may be obtained from the State of California, Department of Industrial Relations.

CITY hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to be completed for DISTRICT within the Subject

Property, and CITY herein agrees that CITY shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the site where the improvements or modifications are performed.

Prior to commencement of any improvements or modifications, CITY shall provide Director with the applicable certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. CITY shall provide, Director bi-weekly updated, certified payroll records for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If CITY neglects, fails, or refuses to provide said payroll records to Director, such occurrence shall constitute an event of default of this Agreement and DISTRICT, notwithstanding any other termination provisions contained herein, may terminate this Agreement.

16. RIGHT TO WORK AND MINIMUM WAGE LAWS

In accordance with the United States Immigration Reform and Control Act of 1986, CITY shall require its employees that directly or indirectly service or conduct activities on the Subject Property pursuant to the terms and conditions of this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CITY shall also require and verify that its contractors or any other persons servicing or conducting construction activities on the Subject Property pursuant to the terms and conditions of this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, CITY shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Subject Property, in any manner whatsoever. CITY shall require and verify that all its contractors or other persons servicing the Subject Property on behalf of the CITY also pay their employees no less than the greater of the Federal or California Minimum Wage.

CITY shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Subject Property or terms and conditions of this Agreement.

Notwithstanding the minimum wage requirements provided for in this section, CITY where applicable, shall comply with the prevailing wage and related requirements, as provided for in Section 15 (Labor Code Compliance) of this Agreement.

17. PARTIAL INVALIDITY AND SURVIVAL

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

18. WAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the terms, covenants, or conditions

of this Agreement shall not be deemed a waiver of any right or remedy that either Party may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Agreement. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

19. ATTORNEY FEES

In the event of a dispute between DISTRICT and CITY concerning claims arising out of this Agreement, or in any action or proceeding brought to enforce or interpret any provision of this Agreement or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

20. COST SHARING

CITY and Director may mutually agree in writing to collaborate on activities within the Subject Property, in order to fulfil their respective obligations as contemplated herein or perform their operations jointly, by sharing related costs and paying or reimbursing the other accordingly. Notwithstanding the above, the mere act of cost sharing shall not result or be construed to have had a Party assume the other's responsibility or changed its liability from that set forth herein. Written cost-sharing documents between the CITY and the Director as contemplated within this Section shall not amend this Agreement or the Maintenance Agreements with Caltrans.

If DISTRICT's Channel work, or other flood control operations executed per the DISTRICT's property rights or interest, require replacement of a segment of CITY Fencing, the CITY shall pay within thirty (30) days of receipt of an invoice in accordance with Section 21 below in order to reimburse the DISTRICT for costs incurred to replace said CITY Fencing segment in kind.

21. PAYMENT TERMS

Invoices, reconciliations and the final statement to CITY shall include the following, as applicable, for DISTRICT to receive payment for allowable costs in accordance with the terms herein:

- a. Agreement Number MA#
- b. Itemization of expenditures; specifying the percent and amount to be reimbursed with supporting documentation
- c. Adequate detail describing all work completed
- d. Signature by an authorized agent certifying the accuracy of the included information

The CITY shall pay DISTRICT within thirty (30) days of receipt of an invoice in order to reimburse the DISTRICT.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed manually, scanned and transmitted electronically and electronic signatures shall be deemed original signatures. For purposes of this Agreement and all matters

related thereto, with such facsimile, scanned and/or electronic signatures shall have the same legal effect as original manual signatures. Parties agree that this Agreement, any addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Government Code Section 16.5 and California Code of Regulations Section 22000 and any applicable state law. Any document accepted, executed or agreed upon in conformity with such laws will be legally binding on both parties, the same as if it were as physically executed and each party hereby consents to the use of any third party electronic signature capture service providers selected by the signer, provided the electronic signature, date signed and acknowledgement can be authenticated and a copy of the authentication and process can be produced upon request. The electronic signature or acknowledgement must include the full name of the designated signer signing on behalf of the party accompanied with an acknowledgement by that individual by clicking/checking the subject electronic signature button; indicating the signer has read, understood and are accepting all terms set forth in this Agreement. If these additional electronic safeguards cannot be initiated, then the use of a paper waiver / release with a "manual" signature must be used. Delivery of a copy of this Agreement or any other document contemplated hereby bearing a manual or electronic signature by facsimile transmission (whether directly from one facsimile device to another, by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a manual or electronic signature.

//

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

DISTRICT

Orange County Flood Control District,
a body corporate and politic

By: _____
Chairman of the Board of Supervisors
Orange County, California

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103,
Reso 79-1535

ATTEST:

Robin Stieler
Clerk of the Board of Supervisors
Orange County Flood Control District
Orange County, California

Approved as to form:

By: _____
Philip D. Kohn, City Attorney

ATTEST:

By: _____
Ann Marie McKay, City Clerk

Date: _____

CITY

City of Laguna Beach,
a municipal corporation

By: _____
Shohreh Dupuis, City Manager

EXHIBIT A
LAGUNA CANYON CHANNEL AGREEMENT EXHIBIT



Michael Baker
INTERNATIONAL
5 Hutton Centre Drive
Suite 500
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

EXHIBIT B
CITY'S INCREMENTAL EXPENSE OBLIGATION CALCULATION

EXHIBIT B

City's Incremental Expense Obligation Calculation

Decorative Fencing

Calculation of incremental expenses associated for construction or installation of the decorative fence.

$$C_{F\Delta} = 1.12 \times (C_{DF} - C_{SF}) \times L$$

where

C_{Δ} = Total Decorative Fencing Cost Delta (Dollars)

1.12 = 12% Construction Fee for the Project

C_{DF} = Cost of Decorate Fence (Dollars per Linear Foot)

C_{SF} = Cost of OCFCD Standard Fence (Dollars per Linear Foot)

L = Length of Fence (Linear Feet)

Colored Concrete

Calculation of incremental expenses associated for construction or installation of the decorative colored concrete.

$$C_{C\Delta} = 1.12 \times (C_{CC} - C_{AC}) \times A$$

where

$C_{C\Delta}$ = Total Colored Concrete Cost Delta (Dollars)

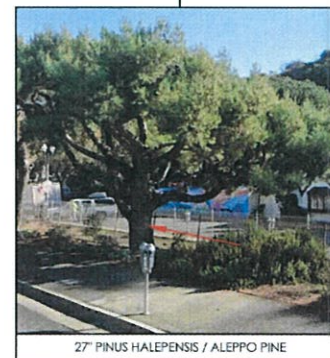
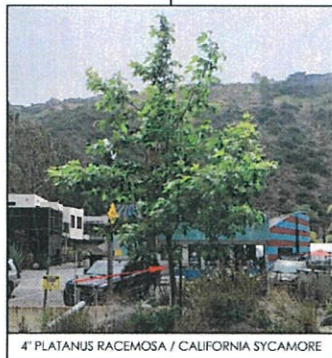
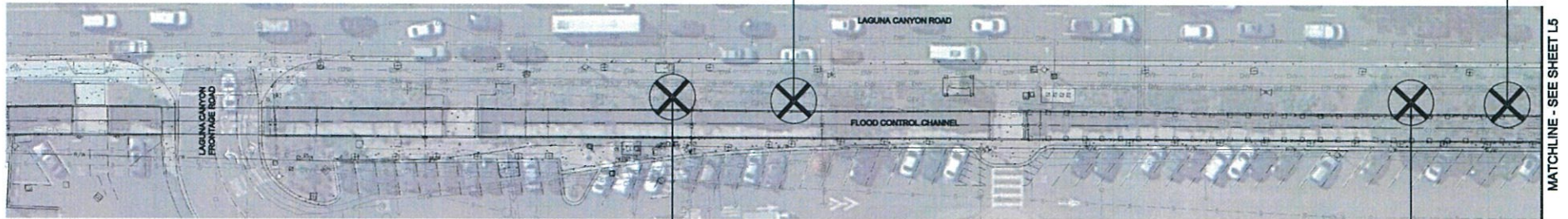
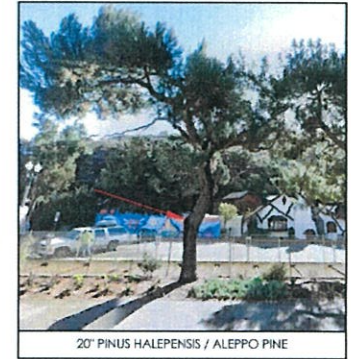
1.12 = 12% Construction Fee for the Project

C_{CC} = Cost of Colored Concrete (Dollars per Square Foot)

C_{AC} = Cost of AC Paving (Dollars per Square Foot)

A = Paving Area (Square Feet)

EXHIBIT C
TREE REMOVAL PLAN



LEGEND:
RED ARROW DEPICTS THE SPECIFIC TREE TO BE REMOVED

TREE REMOVAL PLAN
SHEET 1 OF 2

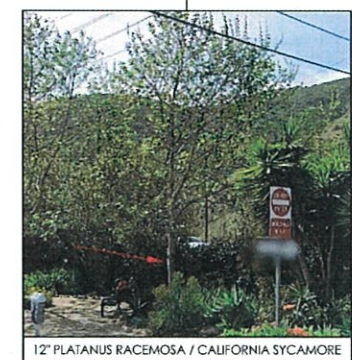
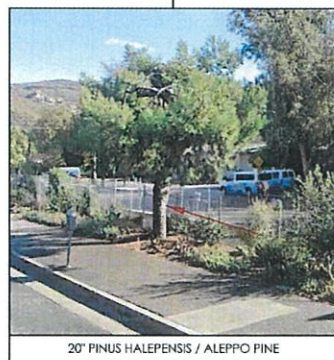
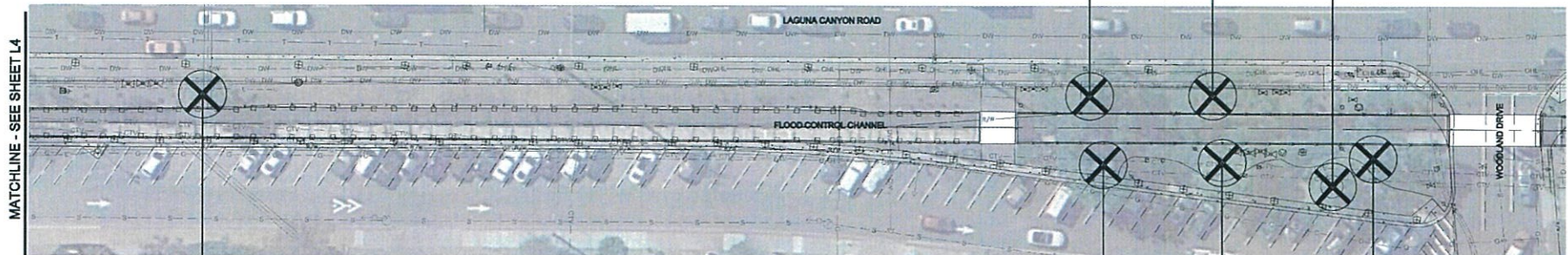
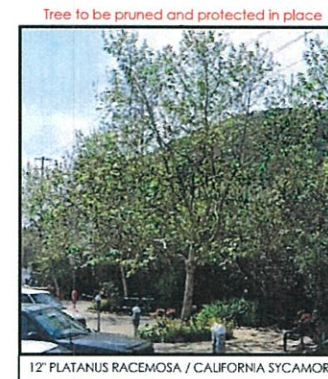
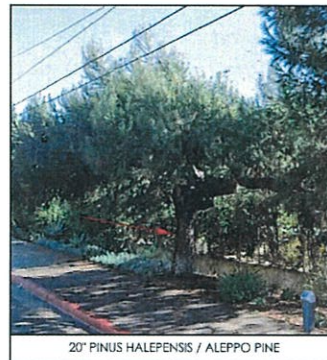
Michael Baker
INTERNATIONAL

5 Hutton Centre Drive,
Suite 500
Santa Ana, CA 92707
Phone: (949) 472-3555
mbakerintl.com

ORANGE COUNTY
Public Works

ORANGE COUNTY FLOOD CONTROL DISTRICT
LAGUNA CANYON CHANNEL
REPLACEMENT PROJECT

EXHIBIT
C
FEBRUARY 2021



LEGEND:
RED ARROW DEPICTS THE SPECIFIC TREE TO BE REMOVED

TREE REMOVAL PLAN
SHEET 2 OF 2

Michael Baker
INTERNATIONAL

5 Hubert Centre Drive,
Suite 500
Santa Ana, CA 92707
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MBAKERINTL.COM

ORANGE COUNTY
Public Works

ORANGE COUNTY FLOOD CONTROL DISTRICT
LAGUNA CANYON CHANNEL
REPLACEMENT PROJECT

EXHIBIT
C
FEBRUARY 2021

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE CITY OF LAGUNA BEACH**

THIS AGREEMENT is made effective this ____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Laguna Beach; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Cooperative Agreement(s) number _____ dated _____.
2. This Agreement addresses CITY responsibility which can include but are not limited to Landscaping, irrigation systems, mulch and decomposed granite surfaces, concrete walkway, decomposed granite walking paths, seating, walls, boulders, bollards, cobble mulch and decorative pavement, parking meters, any future smart parking system, (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 133, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

v. 7.14.2022

6. CITY agrees, at CITY expense, to do the following:
 - 6.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 6.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 6.2.1. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 6.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way
 - 6.3. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 6.3.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 6.3.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 6.3.3. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 6.4. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.
 - 6.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents, to the extent reasonably practicable, water from flooding or spraying onto STATE highway, spraying parked and moving automobiles,

v. 7.14.2022

spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

6.6.To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 12 Maintenance at 1750 East 4th St, Ste 100, Santa Ana, CA 92705.

6.7.CITY shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.

6.8.To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

6.9.To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

8. STATE shall issue encroachment permits to CITY and CITY contractors at no cost to them.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

9.2.If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within

v. 7.14.2022

thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works"

v. 7.14.2022

as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

10. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the _____ location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

10.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or

v. 7.14.2022

terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF LAGUNA BEACH

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen
Sue Kempf

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
CITY Manager
Shohreh Dupuis

By: _____
Roberta Hettick
Deputy District Director
Maintenance District

ATTEST:

By: _____
CITY Clerk
Ann Marie McKay

As to Form and Procedure:

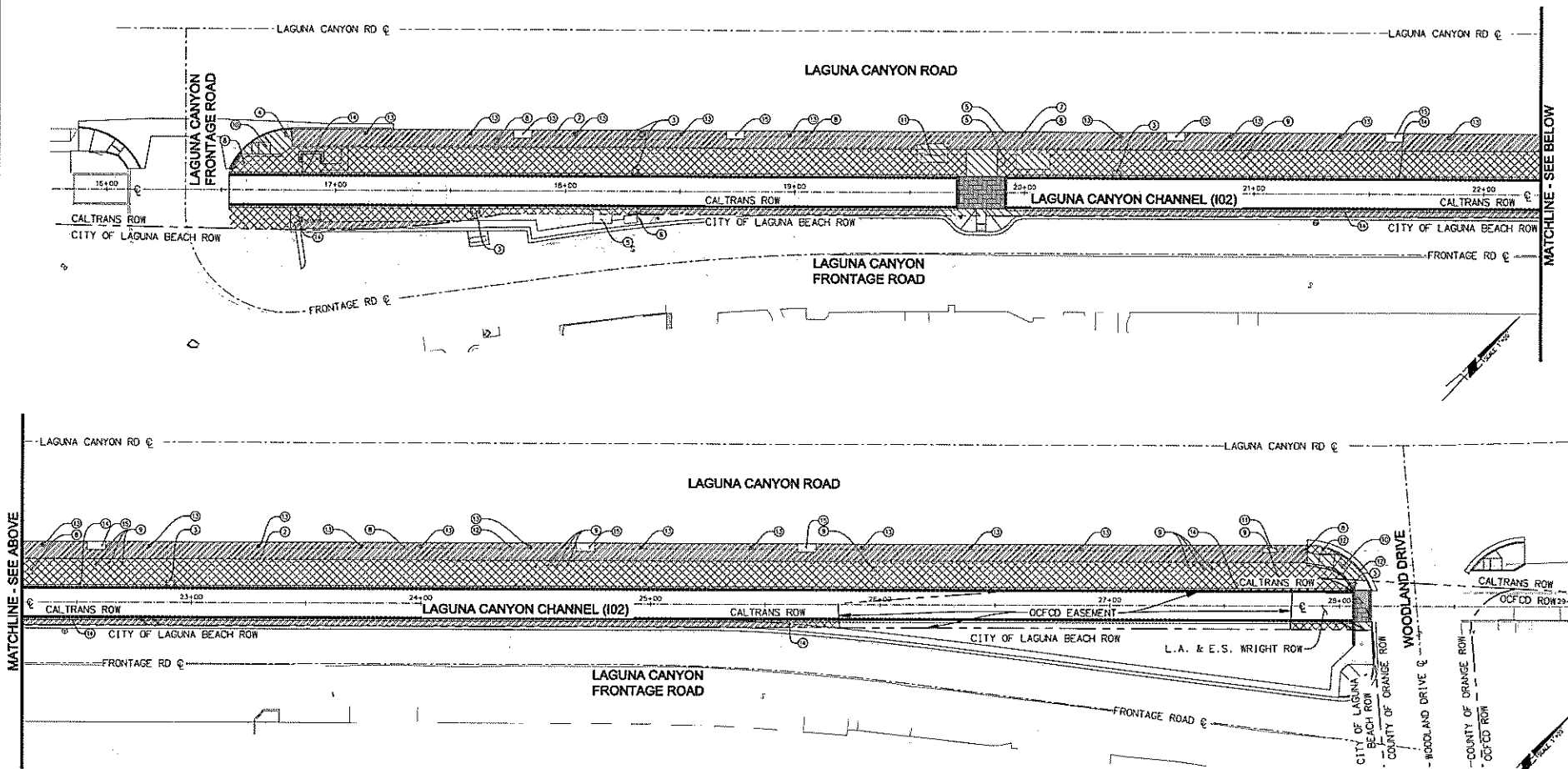
By: _____
CITY Attorney
Phil Kohn

By: _____
Attorney
Department of Transportation

v. 7.14.2022

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)



**APPURTENANCES WITHIN CALTRANS ROW
TO BE MAINTAINED BY OTHERS**

ITEM	QUANTITY
1. CONCRETE PAVEMENT SIDEWALK	10,433 SF
2. ELECTRICAL VAULT	1 EA
3. STORM DRAIN INLET/OUTLET	7 EA
4. FIRE HYD. (LAGUNA BEACH COUNTY WATER DIST.)	1 EA
5. ELECTRICAL PULL BOX	4 EA
6. TELEPHONE PULL BOX (MAINT. BY TEL. CO.)	3 EA
7. STREET LIGHT (SIZE)	4 EA
8. WATER METER (LOCUS)	7 EA
9. WATER VALVE (LOCUS)	12 EA
10. CLOSED RETURN RAMP	4 EA
11. BUS SHELTER AND BENCH (MAINT. BY CITY OF LAGUNA BEACH)	2 EA
12. POWER POLE	3 EA
13. PARKING METERS (MAINT. BY CITY OF LAGUNA BEACH)	20 EA
14. FENCING (MAINT. BY CITY OF LAGUNA BEACH)	2,054 LF
15. TREE WITHIN DEPOSITED GRANITE TREE ROLL (MAINT. BY CITY OF LAGUNA BEACH)	7 EA

LEGEND:

- INDICATES CONCRETE SIDEWALK, WITHIN CALTRANS RIGHT OF WAY TO BE MAINTAINED BY THE CITY OF LAGUNA BEACH.
- INDICATES HARDSCAPE, INCLUDING CURB ACCESS RAMPS AND RELATED MAINTENANCE APPURTENANCES, WITHIN CALTRANS RIGHT OF WAY TO BE MAINTAINED BY THE CITY OF LAGUNA BEACH.
- INDICATES LANDSCAPE, LANDSCAPE FURNITURE AND RELATED MAINTENANCE APPURTENANCES, INCLUDING THE LANDSCAPE IRRIGATION SYSTEM, WITHIN CALTRANS RIGHT OF WAY TO BE MAINTAINED BY THE CITY OF LAGUNA BEACH.
- INDICATES REINFORCED CONCRETE BOX CROSSING, WITHIN CALTRANS RIGHT OF WAY TO BE MAINTAINED BY THE CITY OF LAGUNA BEACH.

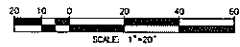


EXHIBIT "B"
LAGUNA CANYON CHANNEL
CALTRANS AND CITY MAINTENANCE
AGREEMENT EXHIBIT
POST MILE: ORA-133-0.60 TO ORA-133-0.84

Michael Baker

5 Hutton Centre Drive
Suite 500
Santa Ana, CA 92707
Phone: (949) 412-2005
MBAKERINTL.COM

DATE: JUNE 03, 2022

INTERNATIONAL

**EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF LAGUNA BEACH STATEMENT
OF SELF INSURANCE**

Maintenance Engineering
Caltrans, District 12
ATTN: Esaul Martinez
CITY Laguna Beach
Department of Finance

_____20_____

RE: Statement of Self Insurance for CITY OF LAGUNA BEACH Related to
LANDSCAPE Maintenance Agreement with State of California Department of
Transportation ("STATE") for the LANDSCAPE along Highway 133 FROM
LAGUNA CANYON ROAD FRONTAGE ROAD TO WOODLAND DRIVE

Dear Esaul Martinez,

The purpose of this letter is to certify that the CITY OF LAGUNA BEACH (CITY) is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

GAVIN CURRAN
DIRECTOR OF ADMINISTRATIVE SERVICES

EXHIBIT C

TRAFFIC SIGNAL AND LIGHTING
Caltrans and CITY of LAGUNA BEACH
Effective _____, 20____

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>State</u>	CITY

Utility-Owned and Maintained
Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>State</u>	CITY

EXHIBIT D

(Individual maintenance items that are not provided for in the body of the Agreement.)

THIS CONCLUDES THE CITY'S STAFF REPORT

**EVERYTHING BEYOND THIS PAGE
IS NOT PART OF THE STAFF REPORT.**

IT IS CORRESPONDENCE RECEIVED FROM
THE PUBLIC PRIOR TO COPYING AND
DISTRIBUTING THIS AGENDA BILL.

From: Charlotte Masarik <charlottemasarik@cox.net>
Sent: Monday, July 25, 2022 3:46 PM
To: City Council
Cc: McKay, Ann Marie CC
Subject: LAGUNA CREEK CHANNEL REPLACEMENT PROJECT - City Council 8/2

[NOTICE: This message originated outside of City of Laguna Beach -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

LAGUNA CREEK CHANNEL REPLACEMENT PROJECT

City Council Meeting Agenda, August 2nd – Laguna Creek Channel Replacement Project

Dear City Council: Please do not allow The County to remove all these mature and dramatically beautiful trees – see photos below.

Our trees ground us as giant landmarks and denote the specific landscape as we pass by, a familiar and welcome sight coming into Laguna. **The County is so short-sighted to remove such a canopy of trees with the doom of Climate Change becoming more and more a dangerous reality to our health and well-being.** Laguna Beach has been named a "Tree City USA" and we need to preserve that honor and these trees deserve protection by you. Thank you for your support for the long-term benefit of our community, Charlotte and Alex Masarik

And The County Plans to do WHAT? Remove some of the most iconic trees in Laguna?

This Aleppo Pine and others will be gone forever.





These trees will be removed as far as the eye can see on the Frontage Road



From: Jinger Wallace <jingerw@hotmail.com>
Sent: Monday, July 25, 2022 7:12 PM
To: McKay, Ann Marie CC
Subject: Fwd: Removal of Trees along Laguna Canyon Rd

From: Jinger Wallace <jingerw@hotmail.com>
Sent: Monday, July 25, 2022, 7:00 PM
To: citycouncil@lagunabeachcity.net <citycouncil@lagunabeachcity.net>
Subject: Re: Removal of Trees along Laguna Canyon Rd

Mayor Kempf and Councilmembers,

I urge you to seek an alternative to the County's plan which prevents the removal of the mature, beautiful Aleppo and Sycamores along Laguna Canyon and entrance to Laguna.

Climate change and the accompanying drought are already sending temperatures higher and drying out our hillsides. We should not be removing these majestic trees and the shade their canopy provides.

Best,
Jinger Wallace

From: Wilson, Becket CM
Sent: Tuesday, July 26, 2022 7:46 AM
To: Jean Vivrette
Cc: McKay, Ann Marie CC
Subject: RE: Why is it necessary???

-----Original Message-----

From: Jean Vivrette <jmvivrette@gmail.com>
Sent: Monday, July 25, 2022 5:58 PM
To: City Council <CityCouncil@lagunabeachcity.net>
Subject: Why is it necessary???

[NOTICE: This message originated outside of City of Laguna Beach -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear City Council,

I rarely write to you and understand what a big job you all have. So, please know I write this with all seriousness. Do not allow the removal of so many trees along the Canyon's Channel.

Just today, I saw the removal of the trees surrounding the self storage units in the Canyon and wondered why??????

Is it to promote the business? Is it to make life easier for the workers?? These are not good reasons. We are a Community that is known to respect the environment, Save the Trees!!!!

Think about it. Who are you catering to?

What will our children and grandchildren know of our Canyon.

You are making Big Decisions for their future.

Thank you for your service to the community and your consideration what the future of our community will be.

Respectfully,
Jean Vivrette
Dartmoor St
Laguna Beach

Sent from my iPhone

From: Wilson, Becket CM
Sent: Tuesday, July 26, 2022 7:49 AM
To: Jahn Levitt
Cc: McKay, Ann Marie CC
Subject: RE: Laguna Creek Channel Replacement

-----Original Message-----

From: Jahn Levitt <jahnml@yahoo.com>
Sent: Tuesday, July 26, 2022 3:56 AM
To: City Council <CityCouncil@lagunabeachcity.net>
Subject: Laguna Creek Channel Replacement

[NOTICE: This message originated outside of City of Laguna Beach -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear City Council Members,

We are facing the greatest threat to our planet: climate change. Every action or inaction has an influence on our planet, which is burning up. Engulfed in flames.

The Council will be voting on significant issues, one is the removal of trees in our Canyon. Trees add CO₂ to our atmosphere and protect the soil from drought. The energy, the gasoline, used by bulldozers and machinery to remove these healthy trees and transport the remains to trash, which become methane over time, only increases our carbon footprint.

Surely you have all seen the fires engulfing parts of Europe and America.

Your vote to remove any trees will have a direct impact on increasing our carbon footprint.

This removal may seem like an insignificant act. It is not. If you vote for removal of these trees, then you are personally responsible for increasing the temperature of Laguna, and increasing our carbon footprint.

Please do whatever you can to save our Canyon and save our planet. Believe it. Believe it. Believe it.

Thank you,
Jahn Levitt

Jahn M. Levitt Sent from my iPhone

From: Wilson, Becket CM
Sent: Tuesday, July 26, 2022 9:54 AM
To: Merritt Paul
Cc: McKay, Ann Marie CC
Subject: RE: Laguna Creek Channel Replacement paul merritt PLEASE PRESERVE OUR CANYON TREES

From: Merritt Paul <merrittmaster@yahoo.com>
Sent: Tuesday, July 26, 2022 9:40 AM
To: City Council <CityCouncil@lagunabeachcity.net>; Jahn Levitt <jahnml@yahoo.com>
Cc: Dan Marriner <danismyfriend@hotmail.com>; Casey Parlette <caseyparlette@gmail.com>; Tanya Leah <keepglowing@yahoo.com>; Gia Lugo-Overton <gialugo@cox.net>; Eric Nabors <c21@ericnabors.com>
Subject: Re: Laguna Creek Channel Replacement paul merritt PLEASE PRESERVE OUR CANYON TREES

[NOTICE: This message originated outside of City of Laguna Beach -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

councilmembers,

PLEASE remember a few years back our CITY wanted to remove the 'bottle-brush' trees from the CANYON, center street medium. After research it was determined the ad hoc Beautification council had adamantly determined to protect our Tree heritage in the Canyon. I have been active with this civic group for 54 years.

kindly consider among all other reasons the above perspective; and do not remove the other Trees in question.

RESPECTFULLY,

PAUL
paul merritt CELL 949 249 249 2

On Tuesday, July 26, 2022 at 03:58:07 AM PDT, Jahn Levitt <jahnml@yahoo.com> wrote:

Dear City Council Members,

We are facing the greatest threat to our planet: climate change. Every action or inaction has an influence on our planet, which is burning up. Engulfed in flames.

The Council will be voting on significant issues, one is the removal of trees in our Canyon. Trees add CO2 to our atmosphere and protect the soil from drought. The energy, the gasoline, used by bulldozers and machinery to remove these healthy trees and transport the remains to trash, which become methane over time, only increases our carbon footprint.

Surely you have all seen the fires engulfing parts of Europe and America.

Your vote to remove any trees will have a direct impact on increasing our carbon footprint.

This removal may seem like an insignificant act. It is not. If you vote for removal of these trees, then you are personally responsible for increasing the temperature of Laguna, and increasing our carbon footprint.

Please do whatever you can to save our Canyon and save our planet. Believe it. Believe it. Believe it.

Thank you,
Jahn Levitt

Jahn M. Levitt Sent from my iPhone

From: Wilson, Becket CM
Sent: Wednesday, July 27, 2022 1:16 PM
To: Janet Bescoby
Cc: McKay, Ann Marie CC
Subject: RE: Support our Tree City Designation

From: Janet Bescoby <jbescoby@gmail.com>
Sent: Wednesday, July 27, 2022 1:13 PM
To: City Council <CityCouncil@lagunabeachcity.net>
Subject: Support our Tree City Designation

[**NOTICE:** This message originated outside of City of Laguna Beach -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

City Councilmembers,

Please do not allow the county or CalTrans to cut down the mature pine and sycamore trees along the frontage road during their repair to the Laguna Creek flood control channel. I recognize the importance of repairing the channel however it should be possible to manage this repair without denuding the entrance to our Village, removing the important shade that these trees provide for residents walking along the path as well conflicting with our designation as a Tree City.

Thank you for fighting this battle on behalf of the residents of Laguna Beach

Janet Bescoby
1985 San Remo Drive

From: Wilson, Becket CM
Sent: Wednesday, July 27, 2022 3:44 PM
To: Darrylin Girvin
Cc: McKay, Ann Marie CC
Subject: RE: Cal Trans Awful Idea for Laguna Canyon Rd.

From: Darrylin Girvin <dgirvin1216@gmail.com>
Sent: Wednesday, July 27, 2022 3:20 PM
To: City Council <CityCouncil@lagunabeachcity.net>
Subject: Cal Trans Awful Idea for Laguna Canyon Rd.

[**NOTICE:** This message originated outside of City of Laguna Beach -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Dear City Council members,

I ask you all to consider carefully, what the portion of the Canyon Rd. will look like if our beautiful native mature trees and foliage are ripped out the way CalTrans plans. We have been named a TREE CITY USA which is an honor we need to respect. Residents and visitors alike admire our entrance to the City coming down the Canyon Rd. Can you imagine what they will be thinking and questioning as to why it was torn out?? Was it the City that did this or another entity (CalTrans) and the City let it happen?

The Planning Commission on its first hearing with the County denied the "small" trees as being insufficient. They asked for more and larger trees. They never heard back from the County. Why???

Now, it moves into your hands at City Council. I hope you all will be in agreement that this County Plan is not adequate. Deny the County's plan and send it back to the Planning Commission to take steps to improve this project.

Darrylin Girvin

From: Wilson, Becket CM
Sent: Wednesday, July 27, 2022 4:45 PM
To: Kris Evans
Cc: McKay, Ann Marie CC
Subject: RE: Trees

-----Original Message-----

From: Kris Evans <mdegen3@cox.net>
Sent: Wednesday, July 27, 2022 3:58 PM
To: City Council <CityCouncil@lagunabeachcity.net>
Subject: Trees

[NOTICE: This message originated outside of City of Laguna Beach -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Last week I accompanied Bob Borthwick on a walk to visit the trees that may be removed as a result of the Laguna Creek Channel Replacement Project. I was so impressed by the beauty of these grand old trees, which I have watched mature over the four decades that I have lived in Laguna. My hope is that you will recognize how much character they add to the entrance to our village and how much their oxygen helps us in the fight against climate change: please please protect them.

Thank you for your consideration and hard work on behalf of our city.

Kris Evans
28810 TOW Dr.
LB