

11) **Tract 38271 Laguna Pointe Haul Route**

Approve and authorize the Mayor and City Manager to execute a Haul Route Agreement requested for Tract 38271 Laguna Pointe.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council
From: Jason Simpson, City Manager
Prepared by: Remon Habib, City Engineer
Date: April 23, 2024
Subject: Tract 38271 Laguna Pointe Haul Route

Recommendation

Approve and authorize the Mayor and City Manager to execute a Haul Route Agreement requested for Tract 38271 Laguna Pointe.

Background

In August 2010, the City Council passed Ordinance 1271. The Ordinance requires all projects with transportation of earth materials in excess of 5,000 cubic yards to have their haul routes approved by the City Council. D.R. Horton is requesting approval of a haul route to be used during subject development's export phase.

Discussion

Grading work will be commencing on Tract 38271 residential site and one of the requirements prior to issuance of a grading permit is a Haul Route permit. Export of material is required to lower the pad and finished elevations of the site. D.R. Horton will export approximately 9,345 cubic yards of material and the disposition of material will be at a project site in the City of Winchester. Reed Thomas Company Inc. has been contracted with D.R. Horton to conduct the export. One (1) haul route will be used for loaded and unloaded trucks from this site.

Travel from Export Site (Loaded Trucks):

- Northwest on Lakeshore Drive
- Right onto Lake Street
- Right onto I-15 South
- Right onto Diamond Drive
- Left onto Railroad Canyon Road
- Left onto Menifee Road
- Right onto Simpson Road to the disposal site

Laguna Pointe Haul Route

Return to export site (Unloaded Trucks):

- West onto Simpson Road from disposal site
- Left onto Menifee Road
- Right onto Newport Road
- Southwest onto Railroad Canyon Road
- Left onto I-15 North
- Right onto Lake Street
- Left onto Lakeshore Drive to the project site

The approved hours of work will be from 8:00 am to 4:00 pm, Monday through Friday, to minimize the impact on rush hour traffic. D.R. Horton has provided video log of the condition of the haul route before start of work. D.R. Horton has also posted a \$5,000 cash deposit that is refundable upon the successful completion of hauling and cleanup activities.

Conditions for this hauling process are as follows:

1. Provide equipment in the form of a front-end loader or two (2) ski steer loaders including operator, trailer, and tow vehicle, street sweeper, and dump truck to respond within 30-minutes of any report spill along the haul route.
2. Distribute the haul route and hours of operations to all haul truck operators prior to hauling operations.
3. Provide "Slow Trucks" signs at designated locations as approved by the City Engineer.
4. Provide a flagman to aid with traffic control at entrance to the project site.
5. Provide dust control measures including water trucks at receiving locations.
6. Daily sweeping of all impacted roads at the discretion of the City Engineering Inspector.
7. Provide documentation that the trucks being used has passed CHP and/or DMV inspections within the past 12 months.
8. Violations of any of these conditions will result in the stoppage of work until such time that a Safety and Compliance meeting can be held with the Inspector and City Engineer.
9. It is the Developer's responsibility to file and obtain a grading permit with the proper jurisdiction(s) at the disposal site.
10. The City reserves the right to modify hours of operation should hauling interfere with school traffic in order to avoid drop-off and pick-up times.

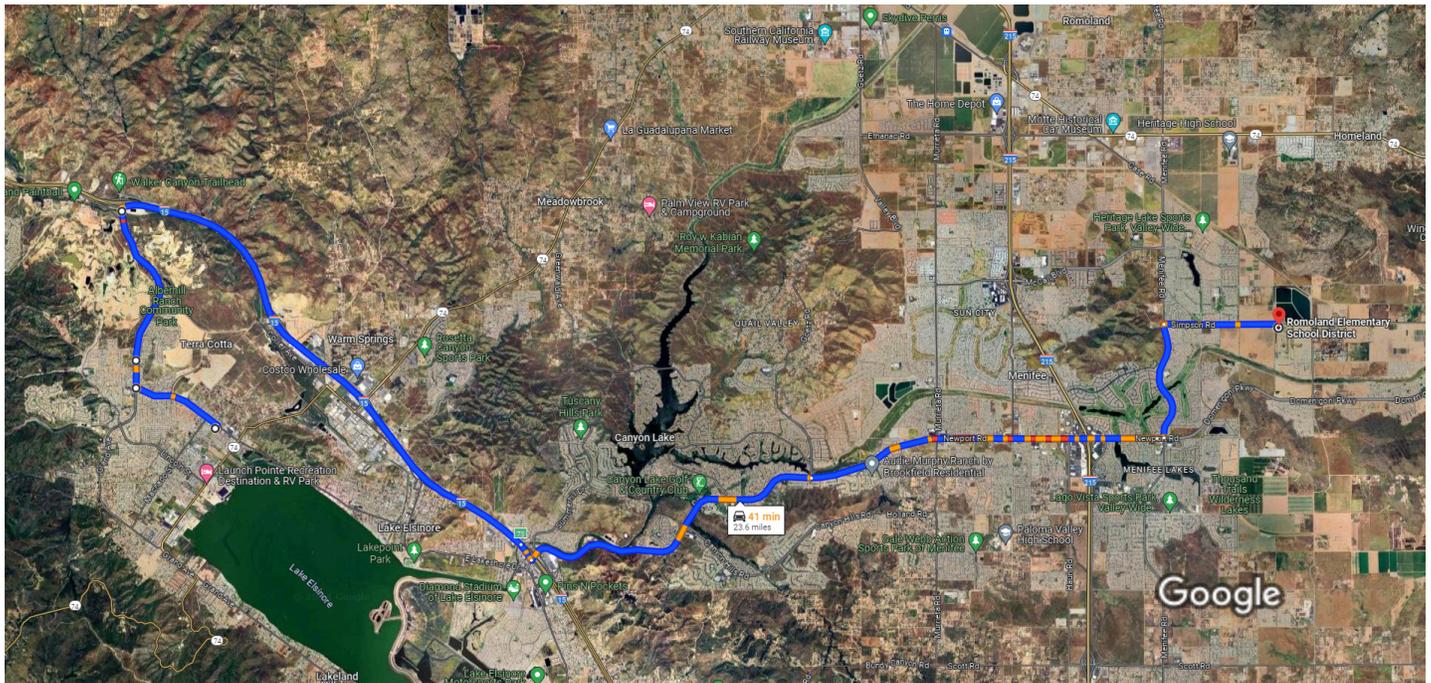
Fiscal Impact

D.R. Horton will be responsible for any damage occurring to the City streets and has placed security with the City to guarantee such.

Attachments

- Attachment 1 - Haul Route
- Attachment 2 - Haul Route Questionnaire
- Attachment 3 - Haul Route Agreement

Project Name: TR 38271 Laguna Pointe
Permittee: D.R. Horton America's Builder
Contact: Dean Pernicone - (951)-403-5251



Proposed Route:

- ↑ 1. Head northwest on Lakeshore Dr toward Allis St
 _____ 1.2 mi
- ↘ 2. Use the right 2 lanes to turn right onto Lake St
 _____ 2.6 mi
- ↗ 3. Turn right to merge onto I-15 S toward San Diego
 _____ 7.2 mi
- ↘ 4. Take exit 73 for Diamond Dr/Railroad Canyon Rd
 _____ 0.3 mi
- ↙ 5. Use the left 2 lanes to turn left onto Railroad Canyon Rd
 ⓘ Pass by Bank of America (with Drive-thru ATM) (on the right in 2.4 mi)
 _____ 4.4 mi
- ↑ 6. Continue onto Newport Rd
 _____ 4.7 mi
- ↙ 7. Slight left toward Menifee Rd
 _____ 492 ft
- ↙ 8. Turn left onto Menifee Rd
- ↘ 9. Turn right onto Simpson Rd
 ⓘ Destination will be on the right
 _____ 1.5 mi



City of Lake Elsinore
Department of Public Works
 130 S Main Street, Lake Elsinore, CA
 951-674-3124 fax 951-674-8761

Haul Route Questionnaire

Must be completed for Import/Export over 2,500 cubic yards

Job Address: Lakeshore Dr & Gunnerson Rd

Legal Description Tract/Parcel: 38271 Laguna Pointe Lot(s): 141

Import: _____ cubic yards Export: 9345 cubic yards
 From: 38271 Lakeshore Dr & Gunnerson st To: Simpson Rd & La Ventana Rd Winchester
 address address

Loaded Truck Route: Lake shore west to lake St North to I15 south to Central ,Est to 215 S to Newport Rd E to Hwy79 to Simpson Rd to LaVentana Tract 31100

Empty Truck Route: From Tract 31100 to Simpson to HWY 79 Newport Rd West to 215N to D street west to I15 north to lake street south to Lakeshore Dr to site

Location of Staging Area: Onsite
 street name, onsite, etc

Max Number of Trucks Staged: 10

Type of Truck: Bottom Dump 10 Wheeler Dump 5-Axle
 18-Wheeler Truck and Trailer

Total # of trips per day: 100 Truck Capacity: 12 Total of cy per day: 1200
 (a) cubic yards (b) (a) x (b) = c

Total # of hauling days: 8 Total Export/Import: 9345

Proposed Hauling Days:

M	<input checked="" type="checkbox"/>	T	<input checked="" type="checkbox"/>	W	<input checked="" type="checkbox"/>	Th	<input checked="" type="checkbox"/>	F	<input checked="" type="checkbox"/>
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check Hours: From 8 am To 4 pm

Owner's Name: DR Horton **Phone:** 951 739 5507

Address: 2280 Wardlow Circle Corona Ca 92878

Applicant's Name: Darren Bolton **Phone:** 951 847 1335

Address: _____

Hauling Contractor's Name: Reed Thomas Company Inc **Phone:** 714 558 7691

Address: 1025 N Santiago St Santa Ana,Ca 92701

 Applicant's Signature Darren Bolton Print Name 4-10-24 Date

**AGREEMENT
FOR
CONSTRUCTION OF IMPROVEMENTS**

WHEREAS, the undersigned, D.R. Horton, whose business address is
2280 Wardlow Circle, Suite 100, Corona, CA 92878

herein referred to as "Contractor", has submitted to the City of Lake Elsinore for its approval a haul route plan for the project known as Laguna Pointe; and,

WHEREAS, Contractor desires to enter into an agreement and to furnish security in compliance with the City of Lake Elsinore Municipal Code LEMC [15.72.065](#) ;

NOW, THEREFORE, in consideration of the approval of said Haul Route plan by the City, and as a condition of such approval, the Contractor promises and agrees at his own expense to adhere to the requirements of said condition and submits with this agreement, security for all costs and expense of in repairing any damage to streets or other public facilities and the removal of any deposits of earth materials or other debris resulting from the permitted operations.

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof.

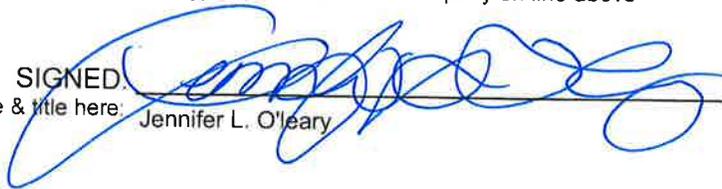
It is further understood and agreed that upon default of any obligation hereunder and at any time after any such default, the City may make written demand upon the Contractor and surety to immediately remedy the default or complete the work. If said remedial activities or completion of work are not commenced within sixty (60) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within one hundred twenty (120) days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of the City may be required, all at the full expense and obligation of the Contractor and surety and all without the necessity of giving any further notice to the Contractor or surety before the City performs or arranges for performance of any work, and whether or not the Contractor or surety have constructed any of the requirements at the time. In the event the City elects to complete or arrange for completion of remaining work, the City Engineer, upon such election, may require all work by the Contractor or surety to cease in order to

permit adequate coordination by the City for completing any remaining work not yet completed.

The contractor shall provide security in the form of cash and in the amount of Five Thousand Dollars (\$5,000.00) in compliance with the terms of approval. For purposes of enforcing this agreement, the term "city" includes the city council, the city manager, the city attorney, city engineer, or any of them, or any of their authorized representatives.

In WITNESS WHEREOF, the Contractor has caused this agreement to be executed this 4 day of April, 2024.

FOR: D.R. Horton
Type or Print name of company on line above

SIGNED: 
Type name & title here: Jennifer L. O'Leary

CITY OF LAKE ELSINORE

BY: _____
Steve Manos, Mayor
CITY OF LAKE ELSINORE

ATTEST:

APPROVED BY:

Candice Alvarez, City Clerk
CITY OF LAKE ELSINORE

Jason P. Simpson, City Manager
CITY OF LAKE ELSINORE

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On April 4, 2024 before me, Ginger Lovett, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jennifer L. O'Leary
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

RECEIPT (REC-2024-041874)

BILLING CONTACT
DEAN PERNICONE
D.R. HORTON (WESTERN PACIFIC HOUSING)
2280 Wardlow Cir, Suite 100
Corona,



REFERENCE NUMBER	FEE NAME	TRANSACTION TYPE	PAYMENT METHOD	AMOUNT PAID
ENG-2024-00132	REFUNDABLE SECURITY DEPOSIT	Fee Payment	Credit Card	\$5,000.00
			SUB TOTAL	\$5,000.00
			TOTAL	\$5,000.00