

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, April 20, 2016
2:00 p.m.

Laguna Woods Village Community Center
Board Room
24351 El Toro Road
Laguna Woods, California 92637

Noel Hatch
Mayor

Shari L. Horne
Mayor Pro Tem

Cynthia Conners
Councilmember



Bert Hack
Councilmember

Carol Moore
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

This meeting may be recorded, televised, and made publically available.

Public Comments: Persons wishing to address the City Council are requested to complete and submit a speaker card to City staff. Speaker cards are available near the entrance to the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item *not* appearing on the agenda will be called upon during the "Public Comments" item. Persons who do not wish to submit a Speaker Card, or who wish to remain anonymous, may indicate their desire to speak from the floor. Speakers are requested, but not required, to identify themselves.

Americans with Disabilities Act (ADA): It is the intention of the City to comply with the ADA. If you need assistance to participate in this meeting, please contact either the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535 or the California Relay Service at (800) 735-2929/TTY (800) 735-2922. The City requests at least two business days' notice in order to effectively facilitate the provision of reasonable accommodations.

REGULAR MEETING SCHEDULE

The Laguna Woods City Council regularly meets on the third Wednesday of each month at 2 p.m.

AGENDA POSTING AND AVAILABILITY

Regular and Adjourned Regular Meetings: Pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City's website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 02-33, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City's website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

Special and Emergency Meetings: Agenda posting and availability for special and emergency meetings is conducted pursuant to all applicable provisions of California Government Code (Ralph M. Brown Act).

AGENDA DISTRIBUTION LISTS

Electronic Distribution: The City of Laguna Woods provides notification of agenda posting and availability via email. To register to receive email notifications, please email cityhall@cityoflagunawoods.org or contact the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535. Please note that the City is not responsible for, and makes no guaranties or warranties related to, the transmission or receipt of email notifications.

Mail Distribution: The City of Laguna Woods is able to mail agendas and/or agenda materials if provided with advance payment for postage and printing (if applicable). To request mail distribution, please email cityhall@cityoflagunawoods.org or contact the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535.

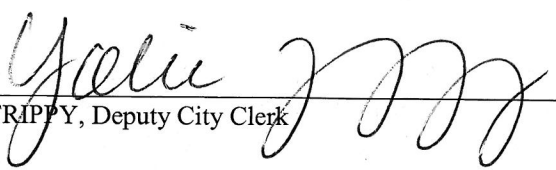
FOR ADDITIONAL INFORMATION

For additional information, please contact the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535, cityhall@cityoflagunawoods.org, or 24264 El Toro Road, Laguna Woods, California 92637.

AFFIDAVIT OF POSTING

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, Yolie Trippy, Deputy City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City's website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 02-33, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.


YOLIE TRIPPY, Deputy City Clerk

4-15-16
Date

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Camera Club of Laguna Hills – 50th Anniversary

Recommendation: Approve and present the commendation.

4.2 Laguna Woods Art Association – 50th Anniversary

Recommendation: Approve and present the commendation.

4.3 National Donate Life Month – April 2016

Recommendation: Approve and present the proclamation.

4.4 Environmental Awareness Week – April 22-29, 2016

Recommendation: Approve and present the proclamation.

V. PUBLIC COMMENTS

About Public Comments: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. Pursuant to State law, the City Council is unable to take action on such items, but may engage in brief discussion, provide direction to City staff, or schedule items for consideration at future meetings.

VI. CONSENT CALENDAR

About the Consent Calendar: All items listed on the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the City Council, City staff, or the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

6.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on March 16, 2016 and the special meeting on March 30, 2016.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the third quarter of Fiscal Year 2015-16 (January through March 2016), inclusive of the month of March 2016.

6.3 Warrant Register

Recommendation: Approve the warrant register dated April 20, 2016 in the amount of \$451,107.73.

6.4 Senior Mobility Transportation Services

Recommendation: Approve an agreement with Cabco Yellow, Inc. doing business as California Yellow Cab for senior mobility transportation services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.5 Information Technology Services

Recommendation: Approve an extension of the agreement with Practical Data Solutions for information technology services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.6 As Needed Waste Management Consulting Services

Recommendation: Approve an extension of the agreement with Michael Balliet for as needed waste management consulting services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

7.1 Building and Planning Services Fees

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW
AND INCREASED OR MODIFIED BUILDING AND
PLANNING SERVICES FEES

VIII. CITY COUNCIL BUSINESS

8.1 Fiscal Year 2015-16 Budget Update

Recommendation: Receive and file.

8.2 City Hall Building Maintenance and Reconfiguration

Recommendation: Receive and file.

- 8.3 United Nations General Assembly Convention on the Elimination of All Forms of Discrimination Against Women (agendized by Mayor Pro Tem Horne and Councilmember Conners)

Recommendation: Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, SUPPORTING THE UNITED NATIONS GENERAL ASSEMBLY CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN

IX. CITY COUNCIL REPORTS AND COMMENTS

About City Council Comments and Reports: This is the time and place for members of the City Council to provide reports on meetings attended including, but not limited to, meetings of regional boards and entities to which they have been appointed to represent the City and meetings attended at the expense of the City pursuant to California Government Code Section 53232.3. Members of the City Council may also make other comments and announcements.

- 9.1 Coastal Greenbelt Authority
Councilmember Conners; Alternate: Mayor Pro Tem Horne
- 9.2 Orange County Fire Authority
Mayor Hatch
- 9.3 Orange County Library Advisory Board
Councilmember Moore; Alternate: Mayor Pro Tem Horne
- 9.4 Orange County Mosquito and Vector Control District
Mayor Pro Tem Horne
- 9.5 San Joaquin Hills Transportation Corridor Agency
Councilmember Hack; Alternate: Councilmember Conners
- 9.6 South Orange County Watershed Management Area
Councilmember Moore; Alternate: Mayor Hatch
- 9.7 Other Comments and Reports

X. CLOSED SESSION

10.1 The City Council will meet in closed session under the authority of California Government Code sections 54956.9(d)(2) and (e)(1) to discuss potential exposure to litigation in two cases.

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Adjourned Regular Meeting: Wednesday, April 27, 2016 at 2 p.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road, Laguna Woods, California 92637

Next Regular Meeting: Wednesday, May 18, 2016 at 2 p.m.
Laguna Woods Village Community Center Board Room
24351 El Toro Road, Laguna Woods, California 92637

This page is intentionally blank.

4.1

**COMMENDATION – CAMERA CLUB OF
LAGUNA HILLS – 50TH ANNIVERSARY**

This page is intentionally blank.

Certificate of Commendation
City of Laguna Woods
Camera Club of Laguna Hills
50th Anniversary

WHEREAS, the Camera Club of Laguna Hills was founded in 1966 as a place for residents to share travel memories and hone the art of photography; and

WHEREAS, the Camera Club of Laguna Hills provides both showcase and educational opportunities for amateur photographers; and

WHEREAS, the Camera Club of Laguna Hills invests in the future of photography by funding annual scholarships for photography students at Saddleback College; and

WHEREAS, the Camera Club of Laguna Hills has, through the years, enriched the Laguna Woods community with speakers, programs, and activities in support of its mission; and

WHEREAS, it is fitting to recognize and commemorate momentous anniversaries of clubs and organizations that provide services to Laguna Woods residents.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby congratulate the Camera Club of Laguna Hills on the occasion of its 50th Anniversary.

Dated this 20th day of April, 2016

Noel Hatch
Mayor

Attest: Yolie Trippy
Deputy City Clerk

This page is intentionally blank.

4.2

**COMMENDATION – LAGUNA WOODS ART
ASSOCIATION – 50TH ANNIVERSARY**

This page is intentionally blank.

Certificate of Commendation
City of Laguna Woods
Laguna Woods Art Association
50th Anniversary

WHEREAS, the Laguna Woods Art Association was founded in 1965 to foster the highest appreciation of fine art in any and all media, to encourage and inspire its members toward maximum creative efforts in the arts, and to encourage public acceptance of the artistic endeavors of its members; and

WHEREAS, the Laguna Woods Art Association has, for 50 years, hosted annual exhibitions of art created by Laguna Woods residents, in oil, acrylic, watercolor and mixed media; and

WHEREAS, the Laguna Woods Art Association maintains a rotating exhibit at Laguna Woods City Hall featuring fine works of art by Laguna Woods residents; and

WHEREAS, the Laguna Woods Art Association has, through the years, enriched the Laguna Woods community with speakers, programs, and activities in support of its mission; and

WHEREAS, it is fitting to recognize and commemorate momentous anniversaries of clubs and organizations that provide services to Laguna Woods residents.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby congratulate the Laguna Woods Art Association on the occasion of its 50th Anniversary.

Dated this 20th day of April, 2016

Noel Hatch
Mayor

Attest: Yolie Trippy
Deputy City Clerk

This page is intentionally blank.

4.3

**PROCLAMATION – NATIONAL DONATE LIFE
MONTH – APRIL 2016**

This page is intentionally blank.

**Proclamation
City of Laguna Woods
National Donate Life Month
April 2016**

WHEREAS, organ, tissue, marrow, and blood donations are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 123,000 people, nationwide, and more than 21,000 in California are currently on the national organ transplant waiting list, and every 90 minutes a person's life is lost while waiting due to a shortage of donated organs; and

WHEREAS, more than 600,000 units of blood per year are required to meet the need in California and, at any given time, 6,000 people are in need of marrow donations; and

WHEREAS, a person's donation of a heart, lungs, liver, kidney, pancreas, and small intestine can save up to eight lives; and the donation of tissue can save and enhance the lives of up to 50 others; and a single blood donation can help up to three others; and

WHEREAS, millions of lives are saved, healed, and enhanced each year by a diverse group of organ, tissue, marrow, and blood donors, including older adults.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 2016 as "National Donate Life Month" in the City of Laguna Woods and encourages its residents to consider donating blood and marrow and signing up as donors with the state-authorized Donate Life California Registry.

Dated this 20th day of April, 2016

Noel Hatch
Mayor

Attest: Yolie Trippy
Deputy City Clerk

This page is intentionally blank.

4.4

**PROCLAMATION – ENVIRONMENTAL
AWARENESS WEEK – APRIL 22-29, 2016**

This page is intentionally blank.

**Proclamation
City of Laguna Woods
Environmental Awareness Week
April 22-29, 2016**

WHEREAS, the global community now faces extraordinary challenges, such as health issues, food and water shortages, and economic struggles; and

WHEREAS, all people, regardless of race, gender, age, income, or geography, have a right to a healthy, sustainable environment; and

WHEREAS, two important and nationally recognized environmental days of observance occur in the month of April – Earth Day, which will be observed on April 22, 2016, and Arbor Day, which will be observed on April 29, 2016; and

WHEREAS, the state of California is currently experiencing one of the most severe droughts on record with unprecedented actions necessary to protect its water resources; and

WHEREAS, individuals, businesses, institutions, and local governments can help to improve the environment, reverse environmental degradation, and contribute to building a healthy society by conserving scarce resources and undertaking sustainability-minded projects; and

WHEREAS, in furtherance of its commitment to environmental stewardship, the City of Laguna Woods is pleased to offer numerous waste and recycling services, including in-home bulky item and door-to-door household hazardous waste collection, at no cost to residents.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 22-29, 2016 as “Environmental Awareness Week” in the City of Laguna Woods and encourages its residents, business, and institutions to support efforts to improve, preserve, and protect the environment and to encourage others to do the same.

Dated this 20th day of April, 2016

Noel Hatch
Mayor

Attest: Yolie Trippy
Deputy City Clerk

This page is intentionally blank.

6.1-6.6
CONSENT CALENDAR SUMMARY

This page is intentionally blank.



City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: April 20, 2016 Regular Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the April 20, 2016 Consent Calendar by single motion and City Council action.

Background

All items listed on the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

Summary

The April 20, 2016 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on March 16, 2016 (Attachment A) and the special meeting on March 30, 2016 (Attachment B).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the third quarter of Fiscal Year 2015-16 (January through March 2016), inclusive of the month of March 2016.

- 6.3 Approval of the warrant register dated April 20, 2016 in the amount of \$451,107.73. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.
- 6.4 Approval of an agreement with Cabco Yellow, Inc. doing business as California Yellow Cab for senior mobility transportation services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (“RFP”) for senior mobility transportation services was released on February 5, 2016 with proposals due by February 26, 2016. Cabco Yellow, Inc. was the only firm to submit a proposal. Cabco Yellow, Inc. has provided senior mobility transportation services to the City since 2002. The proposed agreement includes increases from the rates that Cabco Yellow, Inc. currently charges; however, staff does not anticipate recommending any commensurate resident pricing or programmatic changes for the upcoming fiscal year.
- 6.5 Approval of an extension of the agreement with Practical Data Solutions for information technology services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2017, as provided for in the existing agreement.
- 6.6 Approval of an extension of the agreement with Michael Balliet for as needed waste management consulting services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. Mr. Balliet is a highly qualified waste management professional who has provided waste management services to the City for many years. Mr. Balliet provides or has provided similar services to the cities of Irvine, Costa Mesa, Newport Beach, Placentia, and Yorba Linda. The proposed agreement would continue his services in Fiscal Year 2016-17.

6.1
CITY COUNCIL MINUTES

This page is intentionally blank.

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
March 16, 2016
2:00 P.M.
City Council Chambers
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Hatch called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:00 p.m.

II. ROLL CALL

COUNCILMEMBER: PRESENT: Conners, Hack, Moore, Horne, Hatch
 ABSENT: -

STAFF PRESENT: City Manager Macon, City Attorney Cosgrove, Assistant City
 Manager Reilly, Administrative Services Director/City Treasurer
 Cady

III. PLEDGE OF ALLEGIANCE

City Attorney Cosgrove led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

The City Council commented on recent newspaper articles pertaining to the history of Laguna Woods Village and the City of Laguna Woods.

4.1 Concerned Citizens of Laguna Woods Village – 35th Anniversary

Margaret Pearlman & Diane Bauman, Concerned Citizens of Laguna Woods Village, provided comments.

V. PUBLIC COMMENT

Kate Randle, representative from Congresswoman Mimi Walters' Office, announced an upcoming town hall event on cyber security and identity protection.

VI. CONSENT CALENDAR

Moved by Councilmember Conners, seconded by Mayor Pro Tem Horne and carried

unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.6.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on February 17, 2016.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of February 2016.

6.3 Warrant Register

Approved the warrant register dated March 16, 2016 in the amount of \$627,954.71.

6.4 Governmental Money Purchase Plan and Trust

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND RESTATING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST, AND AUTHORIZING THE EXECUTION OF THE AGREEMENT, AS WELL AS OTHER RELATED DOCUMENTS

6.5 Catch Basin Maintenance Services

Approved an agreement with PV Maintenance, Inc. for catch basin maintenance services and authorized the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.6 Santa Maria Avenue Bioswale Project

1. Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AMENDED CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2015 AND ENDING JUNE 30, 2016 RELATED TO THE SANTA MARIA AVENUE BIOSWALE PROJECT

AND

2. Approved the Santa Maria Avenue Bioswale Project design plans and specifications as recommended by the City Engineer.

AND

3. Awarded a contract agreement to STL Landscape, Inc. for the construction of the Santa Maria Avenue Bioswale Project, in the amount of \$48,000, plus authorized change orders not to exceed 5% of the base amount; and authorized the City Manager to execute a contract agreement and approved change orders, subject to approval of the contract agreement as to form by the City Attorney.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

- 8.1 Appointment of Southern California Association of Governments' 2016 General Assembly Delegate and Alternate Delegate

Mayor Hatch summarized the agenda report.

Councilmembers discussed the item.

Moved by Councilmember Hack, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to appoint Councilmember Moore as the delegate and Mayor Pro Tem Horne as the alternate at the Southern California Association of Governments' 2016 General Assembly.

- 8.2 Civic Support Fund

Mayor Hatch introduced the agenda item.

City Manager Macon summarized the agenda report and made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING THE FORMATION OF A NONPROFIT PUBLIC BENEFIT CORPORATION TO SUPPORT CITY PROGRAMS, PROJECTS, AND SERVICES AND TO FUNCTION AS A FRIENDS OF THE LIBRARY GROUP IN SUPPORT OF THE LAGUNA WOODS BRANCH OF THE COUNTY OF ORANGE'S PUBLIC LIBRARY SYSTEM; APPROVING ARTICLES OF INCORPORATION; AND, AUTHORIZING PROCESSES AND ACTIONS TO INCORPORATE AND OBTAIN TAX-EXEMPT STATUSES

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

Councilmember Conners stated that there had been no meeting since the last meeting. She discussed upcoming Coastal Greenbelt Authority agenda items.

9.2 Orange County Fire Authority

Mayor Hatch provided a report.

Councilmembers discussed the report.

9.3 Orange County Library Advisory Board

Councilmember Moore stated that there had been no meeting since the last meeting.

9.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne provided a report.

Councilmember Hack commented on the report.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Hack provided a report.

Councilmembers commented on the report.

9.6 South Orange County Watershed Management Area

No report was given.

9.7 Other Comments and Reports

Mayor Pro Tem Horne reported on a Senior Citizens Advisory Committee meeting.

Councilmembers commented on the report.

Councilmember Hack commented on the recent firing of South Coast Air Quality Management District (SCAQMD) Executive Officer Barry Wallerstein and the addition of four new SCAQMD board members.

Ken Burmood, Chief of Police, commented on a lifesaving award that Laguna Woods Deputy Robert Pequeno will be receiving at the upcoming Medal of Valor ceremony.

Administrative Services Director/City Treasurer Cady announced that the City received a Budget Excellence Award from the California Municipal Finance Officers Association

for the Fiscal Year 2015-16 operating budget.

X. CLOSED SESSION

- 10.1 The City Council met in closed session under the authority of California Government Code sections 54956.9(d)(2) and (e)(1) to discuss potential exposure to litigation in two cases.

XI. CLOSED SESSION REPORT

The City Council reconvened in open session at 4:12 p.m. City Attorney Cosgrove stated there was no reportable action under Government Code Section 54957.1.

XII. ADJOURNMENT

The meeting was adjourned at 4:45 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, April 20, 2016 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: April 20, 2016

NOEL HATCH, Mayor

This page is intentionally blank.

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
SPECIAL MEETING
March 30, 2016
2:00 P.M.
City Council Chambers
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Hatch called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:00 p.m.

II. ROLL CALL

COUNCILMEMBER: PRESENT: Conners, Hack, Moore, Horne, Hatch
 ABSENT: -

STAFF PRESENT: City Manager Macon, Assistant City Attorney Patterson, Assistant
 City Manager Reilly, Administrative Services Director/City
 Treasurer Cady, Deputy City Clerk Trippy

III. PLEDGE OF ALLEGIANCE

Captain James England, Orange County Sheriff's Department, led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENT – None

VI. CONSENT CALENDAR

Moved by Councilmember Hack, seconded by Councilmember Horne, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.2.

6.1 General Plan Annual Report

Received and filed the General Plan Annual Report for the 2015 calendar year.

6.2 Waste Disposal Agreement

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA

WOODS, CALIFORNIA, APPROVING THE REVISED EFFECTIVE DATE
TO AN AMENDMENT TO THE 2009 WASTE DISPOSAL AGREEMENT
WITH THE COUNTY OF ORANGE

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 City Hall Building Maintenance

City Manager Macon summarized the agenda report.

Councilmembers discussed the item and staff answered related questions.

Councilmember Hack suggested that staff provide the City Council with an estimated cost to turn the second floor attic space into office space.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to authorize the City Manager to transfer and expend up to \$50,000 from the Fiscal Year 2015-16 General Fund City Council Contingency budget to offset unanticipated City Hall building maintenance expenditures, including expenditures related to the temporary relocation of the second floor.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Comments and Reports – None

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 2:21 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, April 20, 2016 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. (Note: The meeting location was subsequently changed to Laguna Woods Village Community Center Board Room, 24351 El Toro Road, Laguna Woods, California 92637.)

YOLIE TRIPPY, Deputy City Clerk

Adopted: April 20, 2016

NOEL HATCH, Mayor

6.2

CITY TREASURER'S REPORT

This page is intentionally blank.



City of Laguna Woods
City Treasurer's Report
For the Month Ended March 31, 2016

ITEM 6.2

INVESTMENTS AND CASH ON HAND

	Beginning Balances As of 2/29/16	Earnings & Receipts	Disbursements	Other Adjustments	Ending Balances As of 3/31/16
Investments - Interest and Income Bearing					
Local Agency Investment Fund (LAIF) (Notes 1 and 2)	\$ 10,152,344	\$ -	\$ (200,000)	\$ -	\$ 9,952,344
Other Portfolio Investments - None this period	-	-	-	-	-
Total Investments	\$ 10,152,344	\$ -	\$ (200,000)	\$ -	\$ 9,952,344
Cash and Cash Equivalents					
Analyzed Checking Account	\$ 175,841	\$ 847,976	\$ (452,776)	\$ 500	\$ 571,540
Petty Cash	1,350	-	-	(500)	850
Total Cash and Cash Equivalents	\$ 177,191	\$ 847,976	\$ (452,776)	\$ -	\$ 572,390
TOTAL INVESTMENTS, CASH AND CASH EQUIVALENTS	\$ 10,329,535	\$ 847,976	\$ (652,776)	\$ -	\$ 10,524,734

Summary of Total Investments, Cash and Cash Equivalents:

	General Fund	Special Revenue	Totals
LAIF	\$ 9,510,549	\$ 441,795	\$ 9,952,344
Analyzed Checking	\$ (521,511)	\$ 1,093,051	\$ 571,540
Petty Cash	\$ 850	\$ -	\$ 850
Totals	\$ 8,989,888	\$ 1,534,846	\$ 10,524,734

Notes:

Note 1 - LAIF / During this period there was one transfer from the LAIF account to the Bank of America checking account in the amount of \$200,000 to cover cash flow needs due to timing of revenue receipts.

Note 2 - LAIF / LAIF reports interest earnings quarterly. The interest yield for the quarter ended March 31, 2016, and the accrued interest earned and receivable for the quarter ended March 31, 2016 has not yet been reported by the State. Interest will be calculated and posted to the LAIF account in April 2016. As such, the cash balance on March 31, 2016 excludes any accrued interest receivable.



City of Laguna Woods
City Treasurer's Report
For the Month Ended March 31, 2016

ITEM 6.2

OTHER FUNDS - HELD IN TRUST

Other Post-Employment Benefits (OPEB) Trust

Held in and administered by the CalPERS California
Employers' Retiree Benefit Trust (CERBT)

Beginning Balances As of 2/29/16	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 3/31/16
\$ 60,594	\$ -	(4) \$	2,368 \$	62,957
Total Other Funds - Held in Trust \$ 60,594	\$ -	(4) \$	2,368 \$	62,957

Note: On January 20, 2016, the City Council unanimously voted to prefund OPEB through the establishment of an irrevocable trust. Prefunding such benefits is considered a best practice by the Governmental Accounting Standards Board (GASB) and provides a method for the City to continue prudent monetary practices by generating investment income that can be applied to the cost of statutorily required retiree health benefits, thereby reducing the City's OPEB liability. The CERBT account was opened on February 26, 2016 with an investment of \$60,511, which is equal to 80% of the City's unfunded OPEB liability calculated as of July 1, 2015. From February 26, 2016 to February 29, 2016, the account paid \$0.42 in administrative and investment expense, and recognized \$83.02 in unrealized gains.

City Treasurer's Certification

I, Margaret A. Cady, City Treasurer, do hereby certify:

- That all investment actions executed since the last report have been made in full compliance with the City's Investment of Financial Assets Policy; and
- That the City is able to meet all cash flow needs which might reasonably be anticipated for the next 12 months.


Margaret A. Cady, City Treasurer

6.3 WARRANT REGISTER

This page is intentionally blank.

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/20/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
<i>Automatic Bank Debits</i>				
Debit	3/10/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 3/4/2016	\$29,132.01
Debit	3/10/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 3/4/2016	2,382.65
Debit	3/18/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 3/4/2016	145.97
Debit	3/10/2016	COUNTY OF ORANGE	Law Enforcement Services / March 2016	186,548.46
Debit	3/09/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Late Tax Filing Penalty - 4th Quarter 2015	262.14
Debit	3/24/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 3/18/2016	39,379.20
Debit	3/24/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 3/18/2016	2,380.07
Debit	3/25/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / ADP Late Close Fee - 4th Quarter 2015	200.00
Debit	4/01/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 3/18/2016	145.97
Debit	4/01/2016	CALPERS - HEALTH	Employee Benefit Program / April 2016	3,123.76
Debit	4/6/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 4/1/2016	28,623.29
Debit	4/6/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 4/1/2016	2,380.84
Debit	4/15/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 4/1/2016	145.97
<i>Warrants:</i>				
117731	03/16/2016	AAA AWARDS & MONOGRAMMING	City Name Tags for Patrol Deputies	82.08
117732	03/16/2016	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / February 2016	2,291.00
117732	03/16/2016	ANDERSONPENNA PARTNERS, INC.	Landscape Inspection Services / February 2016	4,891.00
117733	03/16/2016	AT&T	Telephone / 452-0600 / February 2016	830.57
117734	03/16/2016	AT&T	Telephone / 770-9359 / February 2016	18.62
117735	03/16/2016	AT&T	White Pages / March 2016	4.53
117736	03/16/2016	SELMA BERSTEIN	Taxi Voucher Refund	17.50
117737	03/16/2016	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / February 2016	2,783.75
117738	03/16/2016	BRAILLE INSTITUTE	Community Services Grant / Fourth Quarter Payment / Calendar Year 2015	5,000.00
117739	03/16/2016	CAA	Water Quality Consulting Services / February 2016	3,051.00
117740	03/16/2016	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / March 2016	8,156.25
117741	03/16/2016	TOM COLLINS	Taxi Voucher Refund	50.00
117742	03/16/2016	COPYFORCE	Printing Services - Public Records Request	24.30
117743	03/16/2016	COUNTY OF ORANGE	Automated Fingerprint ID System / February 2016	440.75
117744	03/16/2016	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / March 2016	340.61
117745	03/16/2016	GENERAL DATA CO	Office Printer Maintenance	120.00
117746	03/16/2016	HINDERLITER DELLAMAS	Sales and Use Tax Consulting Services / 1st Quarter 2016	1,211.60
117747	03/16/2016	KONE, INC.	City Hall Elevator Maintenance / March 2016	245.58
117748	03/16/2016	MANAGED HEALTH NETWORK	Employee Benefits Program / March 2016	14.63
117749	03/16/2016	VOID	VOID	0.00
117750	03/16/2016	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / March 2016	325.00
117750	03/16/2016	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / February 2016	308.50
117750	03/16/2016	NIEVES LANDSCAPE, INC.	Right of Way Landscape Maintenance / March 2016	10,725.41
117751	03/16/2016	O'CONNELL LANDSCAPE	EP-1079AB / Refund of Permit Deposit Balance	1,209.70

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/20/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
117752	03/16/2016	ORANGE COUNTY REGISTER-NOTICES	Public Notices / February 2016	483.00
117753	03/16/2016	PEAK LIGHTING & ELECTRIC, INC.	Residential Streetlight Maintenance / February 2016	682.89
117754	03/16/2016	PRACTICAL DATA SOLUTIONS	IT Services / February 2016	1,300.00
117755	03/16/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / February 2016	28.28
117756	03/16/2016	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / February 2016	1,954.60
117757	03/16/2016	SOUTHERN CALIFORNIA EDISON	Right of Way / February 2016	2,156.01
117758	03/16/2016	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / January-February 2016	968.95
117759	03/16/2016	SANDY SPANO	Taxi Voucher Refund	20.00
117760	03/16/2016	STAPLES	General Office Supplies	186.31
117761	03/16/2016	TEAM ONE MANAGEMENT	Janitorial Services / December 2015	635.00
117762	03/16/2016	THE GAS COMPANY	City Hall Utilities / February 2016	41.19
117763	03/16/2016	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / March 2016	142.99
117764	03/16/2016	WARE DISPOSAL, INC.	Waste Container Removal	559.00
117765	03/16/2016	WM CURBSIDE, LLC	HHW / E-Waste Collection & Sharps Program / February 2016	2,871.80
117766	03/16/2016	STEPHEN WONTROBSKI	Taxi Voucher Refund	19.50
117767	03/23/2016	AT&T	Telephone / 581-3974 / March 2016	101.84
117768	03/23/2016	AT&T	Telephone / 583-1105 / March 2016	18.16
117769	03/23/2016	BOARD OF EQUALIZATION	Use Tax Filing / 2015 Calendar Year	27.00
117770	03/23/2016	BUSINESS PLANS, INCORPORATED	MyCafeteria Plan / Document Set-Up Fee	350.00
117771	03/23/2016	CAPTIONING UNLIMITED	Closed Captioning / 3/16/2016 City Council Meeting	200.00
117772	03/23/2016	CNA	Employee Fringe Benefit Program / April-June 2016	410.36
117773	03/23/2016	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / April 2016	340.61
117774	03/23/2016	EL TORO WATER DISTRICT	Fire Code Requirement - Backflow - City Hall / March 2016	28.00
117775	03/23/2016	EL TORO WATER DISTRICT	City Hall Water and Sewer Services / March 2016	115.51
117776	03/23/2016	LINDA GAN-VANDERLINDE	Reimbursement / Refreshments for Cyber Crime Event / 3/18/2016	125.61
117777	03/23/2016	HARDY & HARPER, INC.	City Hall Pavement Maintenance	15,627.00
117778	03/23/2016	MICHAEL BAKER INTERNATIONAL	Planning Services / February 2016	5,765.00
117779	03/23/2016	MUNICIPAL CODE CORP	Codification of City Ordinances	1,210.48
117780	03/23/2016	NUVIS	Moulton Parkway Water Efficient Median Project / November 2015-February 2016	4,190.00
117781	03/23/2016	ORANGE COUNTY SHERIFF	Medal of Valor Luncheon Registration / Councilmembers and Staff / 4/21/2016	540.00
117782	03/23/2016	PCLIQUIDATIONS.COM	Phone Replacement	62.58
117783	03/23/2016	PRINCIPAL FINANCIAL GROUP	Long-Term Disability Insurance / April 2016	437.59
117784	03/23/2016	PRINTING SYSTEMS, INC.	Replenishment of Accounts Payable Checks	282.44
117785	03/23/2016	RUTAN & TUCKER, LLP	Legal Services / December 2015 - January 2016	1,365.00
117786	03/23/2016	SADDLEBACK WINDOWS AND DOORS	CDBG Residential Energy Efficiency Improvement Program / FY 2015-16	16,291.00
117787	03/23/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / March 2016	99.54
117788	03/23/2016	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / February 2016	333.55
117789	03/23/2016	STAPLES	General Office Supplies	224.66
117790	03/23/2016	TALIMAR SYSTEMS, INC.	Two Months Rental / Temporary Workstations / 50%	1,442.00
117791	03/23/2016	CHRISTINA TSANG	Taxi Voucher Refund	45.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/20/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
117792	03/23/2016	WAGE WORKS	Benefit Administration Compliance Fee / February 2016	100.00
117793	03/23/2016	DORIS WALSH	Taxi Voucher Refund	50.00
117794	03/23/2016	MARY WARRING	Taxi Voucher Refund	15.00
117795	03/30/2016	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / February 2016	7,564.00
117795	03/30/2016	CALIFORNIA YELLOW CAB	Taxi Voucher Services / February 2016	12,936.00
117796	03/30/2016	PHILIP COPELAND	Taxi Voucher Refund	19.00
117797	03/30/2016	COPYFORCE	Printing Services - Public Records Request	19.86
117798	03/30/2016	SHIRLEY COREY	Taxi Voucher Refund	112.50
117799	03/30/2016	GENERAL DATA CO	Fax Machine Maintenance	222.60
117800	03/30/2016	MANAGED HEALTH NETWORK	Employee Benefits Program / April 2016	14.63
117801	03/30/2016	ONISKO & SCHOLZ, LLP	Accounting Services / March 2016	6,205.00
117802	03/30/2016	ORKIN	Pest Control Services / March 2016	105.01
117803	03/30/2016	PEAK LIGHTING & ELECTRIC, INC.	Residential Streetlight Maintenance / March 2016	682.89
117804	03/30/2016	ROXANNA TODD HODGES FOUNDATION	Community Services Grant / Fourth Quarter / Calendar Year 2015	1,250.00
117805	03/30/2016	SOUTH COUNTY OUTREACH	Community Services Grant / Fourth Quarter / Calendar Year 2015	5,000.00
117806	03/30/2016	SOUTHERN CALIFORNIA EDISON	City Hall Utilities / March 2016	1,218.76
117807	03/30/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / March 2016	26.17
117808	03/30/2016	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / April 2016	142.99
117809	04/06/2016	AT&T	Telephone / 458-3487 / March 2016	34.97
117810	04/06/2016	AT&T	Telephone / 639-0500 / March 2016	204.80
117811	04/06/2016	AT&T	Telephone / 770-9359 / March 2016	18.62
117812	04/06/2016	CALIFORNIA BUILDING STANDARDS COMMISSION	Building Permit Fee Assessment / January-March 2016	976.50
117813	04/06/2016	CAPTIONING UNLIMITED	Closed Captioning / 3/30/2016 City Council Meeting	100.00
117814	04/06/2016	CYNTHIA CONNERS	Auto Allowance / April 2016	300.00
117815	04/06/2016	COUNTY OF ORANGE	Automated Fingerprint ID System / March 2016	440.75
117816	04/06/2016	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation and Seismic Hazard Mapping Fee / 1st Quarter 2016	495.59
117817	04/06/2016	HACK, BERT	Auto Allowance / April 2016	300.00
117818	04/06/2016	ROBERT NOEL HATCH	Auto Allowance / April 2016	300.00
117819	04/06/2016	SHARI HORNE	Auto Allowance / April 2016	300.00
117820	04/06/2016	KONICA MINOLTA	Copier Lease / April 2016	483.84
117821	04/06/2016	KONICA MINOLTA BUSINESS	Copier Services / 1st Quarter 2016	254.67
117822	04/06/2016	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / April 2016	325.00
117823	04/06/2016	OFFICE DEPOT	General Office Supplies	152.25
117824	04/06/2016	PRACTICAL DATA SOLUTIONS	IT Monthly Services / March 2016	1,300.00
117824	04/06/2016	PRACTICAL DATA SOLUTIONS	Temporary Relocation of Computer Workstations and Telephone Units	3,480.13
117825	04/06/2016	RUTAN & TUCKER, LLP	Legal Services / December 2015	3,532.50
117826	04/06/2016	SONITROL	City Hall Fire Monitoring / April 2016	64.38
117827	04/06/2016	SOUTH COAST FIRE PROTECTION	Annual Inspection - City Fire Extinguishers / FY 2015-16	129.00
117828	04/06/2016	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / March 2016	1,949.29
117829	04/06/2016	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / February-March 2016	897.72

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/20/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
117830	04/06/2016	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / March 2016	55.69
117831	04/06/2016	STAPLES	General Office Supplies	200.16
117832	04/06/2016	YOLIE TRIPPY	Lodging Reimbursement / City Clerks Association of California TTC Training	288.15
117832	04/06/2016	YOLIE TRIPPY	Expense Reimbursement / Refrigerator - City Hall	164.15
Total Bank Debits and Warrants:				<u>\$451,107.73</u>

Credit Card Statement Detail / February 6 - March 5, 2016

No Credit Card Transactions During This Time Period

Total Credit Cards: -

Petty Cash Expenditure Detail

Stater Bros CJPIA - Safe Workplace Training - Light Refreshment	12.77
COSTCO CJPIA - Safe Workplace Training - Light Refreshment	19.97
Dollar Tree Stores, Inc. Paper Plates - Various City Hall Events/Meetings	4.32
Stater Bros Water and Ice - Quarterly Shredding Event 2/20/2016	17.94
Office Depot Office Supply	10.25
US Postal Service Certified Mail	12.70
Stater Bros Cyber Crime Seminar - Light Refreshment	17.13
US Postal Service Certified Mail	6.74
	<u>101.82</u>

TOTAL **\$451,209.55**

6.4 SENIOR MOBILITY TRANSPORTATION SERVICES

This page is intentionally blank.

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
CABCO YELLOW, INC. DOING BUSINESS AS CALIFORNIA YELLOW CAB
FOR SENIOR MOBILITY TRANSPORTATION SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of July 2016 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Cabco Yellow, Inc. doing business as California Yellow Cab ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2016 and ending at 11:59 p.m. on June 30, 2018. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2020.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT shall perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT. All work to be performed by CONSULTANT shall be coordinated with, and approved by City Manager of CITY or his or her designee. CONSULTANT shall not begin work on any individual task or assignment until authorized by the City Manager of CITY or his or her designee to proceed.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or the City Manager of CITY or his or her designee. CONSULTANT shall be compensated for any such additional services only in the amounts and in the manner agreed to by the City Council or City Manager of CITY or his or her designee.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected

ITEM 6.4

amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

(b) No later than the 15th of each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the categories required by CITY, which are subject to change at the discretion of CITY. CITY shall independently review each invoice submitted by CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event that any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of this AGREEMENT by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work in its discretion within sixty (60) days after submitted to CITY. Any rejection of work by CITY shall be by written explanation. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents, notwithstanding any billing or compensation disputes that may then exist between CITY and CONSULTANT.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's and any of CONSULTANT's subcontractors' performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all drafts of studies or planning documents, correspondence, notices, ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the end of the term of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY, Federal government, State of California, Orange County Transportation Authority, or their designated representatives. Copies of such documents or records shall be provided directly to the requesting party for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

(d) CONSULTANT shall prepare and submit to CITY reports concerning the performance of the work in this AGREEMENT as CITY shall require.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, official, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control.

ITEM 6.4

Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officers, officials, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, officials, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

(d) This AGREEMENT shall in no way prohibit CITY from entering into other agreements or contracts, hiring staff or making other such arrangements with other persons and/or entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience, personnel, equipment, and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. CITY shall not be responsible for monitoring CONSULTANT's compliance with federal, state, and local laws, statutes, codes, ordinances, or regulations. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

(b) CONSULTANT shall not be debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, or from receiving Federal contracts, subcontracts, or financial or nonfinancial assistance or benefits, under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35) or other Federal laws, statutes, codes, ordinances,

regulations or rules, at any time during the term of this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended from time to time or replaced by a successor statute, and in connection therewith, shall not employ unauthorized aliens as defined therein. The term "unauthorized aliens" means and includes "undocumented foreign nationals" as defined in the proposed Federal Correcting Hurtful and Alienating Names in Government Expression (CHANGE) Act (H.R. 3785, introduced October 21, 2015). Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is

ITEM 6.4

in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

(b) CONSULTANT, its officers, officials, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, official, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its officers, officials, employees, agents or subcontractors, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and

local law, statute, code, ordinance, regulation, or rule.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of CITY's sole negligence or willful acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of CITY or his or her designee. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with SECTION 10 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and

ITEM 6.4

continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's personnel assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon sixty (60) days written notice of termination to CITY. In the event such notice is given, CITY may require CONSULTANT to cease immediately all work in progress.

(c) If CONSULTANT fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY immediately upon demand by CITY, notwithstanding any billing disputes that may then exist under this AGREEMENT. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 "COMPENSATION AND METHOD OF PAYMENT" of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 "COMPENSATION AND METHOD OF PAYMENT" of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in a reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopy or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: City of Laguna Woods
 Attn: City Manager
 24264 El Toro Road
 Laguna Woods, CA 92637

To CONSULTANT: Cabco Yellow, Inc.
 ATTN: President
 520 West Dyer Road
 Santa Ana, CA 92707

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by the City Council or City Manager of CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Orange. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of California in which CITY is located.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 32. NO THIRD PARTY BENEFICIARIES.

This AGREEMENT, its provisions, and its covenants, are for the sole and exclusive benefit of CITY and CONSULTANT. No other parties or entities are intended to be,

nor shall be considered, beneficiaries of the performance by either party of any of the obligations under this AGREEMENT.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

_____ Date

CONSULTANT:

By _____
Tim Conlon, President and General
Manager

_____ Date

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

_____ Date

EXHIBIT "A"
SCOPE OF SERVICES

General Travel Vouchers ("Taxi Bucks")

Taxi bucks are available to Laguna Woods residents for any trip beginning or ending in Laguna Woods to or from any point in Orange County with the exception of John Wayne Airport. Residents purchase taxi bucks from CITY and use them in lieu of cash or other payment. CONSULTANT's drivers submit redeemed taxi vouchers to CONSULTANT, which then invoices CITY on a monthly basis. Travel arrangements are made by residents directly with CONSULTANT. No payment is provided for trips that are cancelled or missed by residents.

For ease of use within a core service area, trips to or from destinations located within four miles of any Laguna Woods address are charged a single, fixed price fare.

Non-Emergency Medical Transportation ("NEMT") – NEMT Vouchers

NEMT – NEMT Vouchers are available to Laguna Woods residents for certain non-emergency medical trips (e.g., routine doctors' appointments; does not include stand-alone pharmacy trips) beginning or ending in Laguna Woods to or from a facility in Orange County designated by CITY or the Long Beach Veterans Hospital. Residents purchase NEMT vouchers from CITY and use them in lieu of cash or other payment (with each NEMT voucher being valid for only certain locations). CONSULTANT's drivers submit redeemed NEMT vouchers to CONSULTANT, which then invoices CITY on a monthly basis. Travel arrangements are made by residents directly with CONSULTANT. No payment is provided for trips that are cancelled or missed by residents.

Non-Emergency Medical Transportation ("NEMT") – Staff Arrangement

NEMT – Staff Arrangement is available to Laguna Woods residents for any non-emergency medical trip (e.g., routine doctors' appointments; does not include stand-alone pharmacy trips) beginning or ending in Laguna Woods to or from any facility in Orange County or the Long Beach Veterans Hospital. Residents contact CITY to make travel arrangements and CITY contacts CONSULTANT to schedule trips at least one business day in advance. Residents do not provide any form of payment to CONSULTANT's driver; CONSULTANT invoices CITY on a monthly basis after trips have occurred. No payment is provided for trips cancelled in advance by either CITY or residents. Payment is provided for trips that are missed by residents.

Irvine Station (Transportation Center) Travel Vouchers

Irvine Station (Transportation Center) Travel Vouchers are available to Laguna Woods residents for taxi trips beginning or ending in Laguna Woods to the Irvine Station (15215 Barranca Parkway, Irvine, CA 92618). Residents purchase travel vouchers from CITY and use them in lieu of cash or other payment (with each travel voucher being valid for only the Irvine Station).

ITEM 6.4

CONSULTANT's drivers submit redeemed travel vouchers to CONSULTANT, which then invoices CITY on a monthly basis. Travel arrangements are made by residents directly with CONSULTANT. No payment is provided for trips that are cancelled or missed by residents.

General Requirements – The following shall apply to all of CONSULTANT's services:

1. CONSULTANT shall maintain a fleet of at least 50 individual vehicles and 50 individual drivers, each capable of being placed into service concurrently, and at least five of which shall be vans equipped with wheelchair lifts that are capable of transporting four or more passengers. Demand for the services may change from time-to-time and CONSULTANT shall be required to meet such demand without interruption.
2. CONSULTANT shall provide services 24-hours per day, seven-day per week, without exception (all federal and state holidays are included).
3. CONSULTANT shall provide a 24-hour, seven-day per week call center available by calling a toll free telephone number (a toll free "800" telephone number and/or an area code "949" telephone number). Only one call center shall be provided.
4. CONSULTANT shall utilize a two-way radio (or equivalent) voice dispatching system that allows for rapid voice communication to and from CONSULTANT's call center and individual vehicles. The system may be supplemented with, but not replaced by, data-based systems.
5. CONSULTANT's drivers shall pick-up every passenger within 45 minutes of the call center receiving a request (this requirement pertains to the time that a request is received by CONSULTANT and not the time that a request is dispatched to drivers).
6. CONSULTANT's drivers shall assist any passenger who requests assistance entering or exiting the vehicle. This may include, but is not limited to, assisting with wheelchairs, walkers, canes, and other mobility or medical assistive devices.
7. CONSULTANT shall not comingle routes. Only residents who are scheduled to travel (and up to two guests who shall be permitted to travel at no additional cost) shall occupy a single vehicle. CONSULTANT's drivers shall not transport passengers other than the resident who is scheduled to travel and their guests, nor make any unrequested stops.
8. Every vehicle used by CONSULTANT shall have a taxi meter with a current approval and inspection by the California Department of Weights and Measures.
9. No form of tip or other gratuity shall be required as a condition of transportation. CITY shall not discourage residents from offering tips subject to their sole personal discretion.
10. CONSULTANT's vehicles shall be generally uniform in appearance and bear its name and logo in a prominent location on all sides thereof.

ITEM 6.4

11. CONSULTANT's vehicles shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicle's clean appearance. Floors shall be free of paper or other debris and gum or other wet or sticky substances. Windows shall be free of dirt, dust, smudges, hands and fingerprints, on both the exterior and interior. Dashboards, rails and ledges shall be kept clean and free of dirt and grease. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis, except for wet or sticky spills, which shall be cleaned immediately. Wheelchair lifts (if applicable) shall be kept clean and in good repair. CITY reserves the right to, at its sole discretion, require CONSULTANT to remove from service any vehicle that does not meet its standards.
12. CONSULTANT shall designate a single, primary point-of-contact for CITY to forward complaints to. That person, or his or her designee whose contact information shall be provided to CITY, in writing, in advance of assuming the primary point-of-contact role, shall be available by telephone or email 24-hours, seven days per week, and shall also be available for in-person meetings in the city of Laguna Woods with 12 hours' notice.
 - a. Within 24 hours of each forwarded complaint, CONSULTANT's primary point-of-contact shall contact the complainant to resolve the problem. Within 48 hours of each forwarded complaint, CONSULTANT's primary point-of-contact shall provide CITY with a written summary of the complaint and steps taken to resolve it. CONSULTANT shall continue to generate such documentation until the complaint is resolved to the satisfaction of CITY. CITY reserves the right to, at its sole discretion, require CONSULTANT to remove from service any driver or vehicle due to a complaint or the finding of subsequent investigation and resolution.
13. CONSULTANT's invoices shall be submitted to CITY on a monthly basis using the formats specified by CITY, together with any additional or supplementary information that CITY may require including, at a minimum, all redeemed and voided (see number 18 below) taxi bucks and travel vouchers. Invoicing requirements may change from time-to-time, at CITY's sole discretion.
14. CONSULTANT shall maintain records of each trip and provide the same to CITY upon request. At a minimum, CONSULTANT shall document the name of the person who requested pick-up, his or her telephone number, the pick-up and drop-off addresses, the date and time that the request was received by CONSULTANT's call center, the time that the request was dispatched by CONSULTANT to its drivers, the name of the driver who provided service, and the time pick-up occurred. Recordkeeping requirements may change from time-to-time, at CITY's sole discretion.
15. CONSULTANT shall report to CITY, in writing, any out of the ordinary incident that occurs during trips, inclusive of arrival, passenger entrance and exit, and transportation (e.g., disputes between drivers and passengers, disputes between passengers, failure of passengers to provide proper vouchers, and passenger misconduct). Such reports shall be

ITEM 6.4

submitted to CITY no later than 48 hours following each incident. At a minimum, such report shall include a summary of the incident and trip information (see number 14 above). CITY reserves the right to require additional reporting at its sole discretion.

16. CONSULTANT shall report to CITY, in writing, any incident involving passenger injury or vehicle damage that occurs during trips, inclusive of arrival, passenger entrance and exit, and transportation. Such report shall be submitted to CITY immediately and, in no case, later than 24 hours following the incident. At a minimum, such report shall include a summary of the incident and trip information (see number 14 above). CITY reserves the right to require additional reporting at its sole discretion.
17. CONSULTANT's drivers shall require at least one passenger to present a valid CITY-issued identification card for the purpose of confirming that individual's participation in the Senior Mobility Program ("SMP"). CONSULTANT's drivers shall not provide transportation without a valid SMP identification card, nor shall CONSULTANT invoice CITY for any trips erroneously made without a valid SMP identification card.
18. CONSULTANT's drivers shall void all taxi bucks and vouchers redeemed by residents by punching a hole therein upon redemption. CONSULTANT's drivers shall not accept any voided taxi bucks or travel vouchers, nor shall CONSULTANT invoice CITY for any trips erroneously made using voided taxi bucks or vouchers.
19. CITY prints taxi bucks and vouchers with an expiration date (currently 30 days after the end of each July 1 through June 30 fiscal year, but subject to change from time-to-time at CITY's sole discretion). CONSULTANT's drivers shall not accept any expired taxi bucks or vouchers, nor shall CONSULTANT invoice CITY for any trips erroneously made using expired taxi bucks or vouchers.
20. CONSULTANT, all of its drivers, and all of its vehicles shall hold and maintain all applicable Orange County Taxi Administration Program ("OCTAP") permits.
21. Should CITY be required to, or at its sole discretion decide to, prohibit trips to specific addresses (e.g., a particular amusement park) or types of destinations (e.g., amusement parks, generally), CONSULTANT agrees to enforce said prohibitions beginning 15 days after notice is provided by CITY. Prohibitions are subject to change from time-to-time at CITY's sole discretion and may be specific to a particular address or broadly apply to a type of destination. CONSULTANT's drivers shall not provide transportation to prohibited addresses or types of destinations, nor shall CONSULTANT invoice CITY for any trips erroneously made to prohibited addresses or types of destinations.

CONSULTANT shall provide all services on an as needed basis. Neither this AGREEMENT nor any representation, states, conveys, implies, or infers a specific, minimum or expected amount of work or compensation. CITY reserves the right to change, modify, or cancel services at any point with or without notice to CONSULTANT, except as otherwise provided in SECTION 19 "TERMINATION OF AGREEMENT".

EXHIBIT "B"
COMPENSATION

CONSULTANT shall be compensated using the following rates:

Table 1-1: Compensation Schedule – General Travel Vouchers (“Taxi Bucks”) and Non-Emergency Medical Transportation (“NEMT”) – One-way trip:

Number of Miles	Flat Rate	Number of Miles	Flat Rate
1	\$12	26	\$67
2		27	\$70
3		28	\$72
4		29	\$74
5	\$14	30	\$76
6	\$16	31	\$78
7	\$18	32	\$82
8	\$21	33	\$84
9	\$23	34	\$87
10	\$26	35	\$89
11	\$29	36	\$92
12	\$31	37	\$94
13	\$34	38	\$97
14	\$36	39	\$99
15	\$39	40	\$102
16	\$42	41	\$104
17	\$44	42	\$106
18	\$47	43	\$109
19	\$49	44	\$111
20	\$52	45	\$114
21	\$55	46	\$116
22	\$57	47	\$119
23	\$59	48	\$121
24	\$62	49	\$124
25	\$64	50	\$126

Table 1-2: Compensation Schedule – Irvine Station (Transportation Center) Travel Vouchers – One-way trip:

Flat Rate
\$20

ITEM 6.4

The rates set forth in Table 1-1 and Table 1-2 are “all inclusive”. CITY shall not provide separate or supplemental compensation to CONSULTANT.

Hourly rates will not increase through June 30, 2018. If AGREEMENT is extended beyond June 30, 2018, CONSULTANT reserves the right to increase hourly rates by a maximum of \$2 per flat rate over the subsequent maximum term provided by AGREEMENT, subject to CITY’s acceptance, which shall be granted or denied at CITY’s sole discretion.

Without prejudice to CITY’s right to treat such breaches as an event of default, CONSULTANT shall pay to CITY liquidated damages (as liquidated damages and not as a penalty) in the amounts set forth below for each type of action warranting such damages:

- For each failure of CONSULTANT’s driver to arrive for a pick-up as scheduled for the Non-Emergency Medical Transportation – Staff Arrangement service: 150% of the fare.
- For each failure of CONSULTANT’s driver to arrive for a pick-up within 45 minutes of CONSULTANT’s call center receiving a request (see number 5 in EXHIBIT “A”): \$5.00 per minute.
- For each failure to process complaints as required by this AGREEMENT: \$100.00.
- Any report required of CONSULTANT shall be considered late until such time as the correct and complete report (see numbers 12(a), 13, 14, 15, and 16 in EXHIBIT “A”) is received by CITY. For each calendar day a report is late, the daily liquidated damage amount shall be: \$100.00.

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager of CITY or his or her designee or City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its officers, officials, employees or agents. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of CITY.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

ITEM 6.4

1. All Policies. Each insurance policy required by this AGREEMENT shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City Manager of CITY or his or her designee.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager of CITY or his or her designee otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each

ITEM 6.4

subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

4. CONSULTANT shall provide written notice to CITY within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or, (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, CONSULTANT shall, prior to the cancellation date, submit new evidence of insurance in conformance with this EXHIBIT "C" to the City Manager of CITY or his or her designee.

6.5

INFORMATION TECHNOLOGY SERVICES

This page is intentionally blank.

**EXTENSION OF THE
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
PRACTICAL DATA SOLUTIONS**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on May 28, 2014 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Practical Data Solutions ("CONSULTANT"), is made and entered into this ____ day of _____ 2016 by and among the CITY and CONSULTANT.

WHEREAS, the initial term of the AGREEMENT was for the period between May 29, 2014 and 11:59 p.m. on June 30, 2015; and

WHEREAS, the term of the AGREEMENT was previously extended for the period between July 1, 2015 and 11:59 p.m. on June 30, 2016; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT for one additional fiscal year.

NOW THEREFORE, the parties agree as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2016 and ending at 11:59 p.m. on June 30, 2017 with no changes to the terms and conditions of the AGREEMENT.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

Date

CONSULTANT:

By _____
John McDermott, Owner

Date

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

Date

This page is intentionally blank.

6.6
AS NEEDED WASTE MANAGEMENT
CONSULTING SERVICES

This page is intentionally blank.

Page 1 of 1

This page is intentionally blank.

7.1

BUILDING AND PLANNING SERVICES FEES

This page is intentionally blank.



City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: April 20, 2016 Regular Meeting
SUBJECT: Building and Planning Services Fees

Recommendation

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED BUILDING AND PLANNING SERVICES FEES

Background

ClearSource Financial, under contract with the City, recently completed a study of the “nexus” between the City’s fees and the reasonable costs of providing building and planning services. That Building and Planning Services Fee Study (Attachment A) is a part of the City’s annual evaluation of the adequacy and rationality of its fees, including its reasonable costs of providing services.

The Building and Planning Services Fee Study includes calculations of how fees would need to be established in order to recover the reasonable costs of providing services. State law prohibits the City from charging more than its reasonable costs. While the City is under no obligation to charge its reasonable costs, the practical implication of not doing so is that subsidies are then borne by taxpayers as the City covers its costs with property tax, sales tax, or other revenues that could otherwise be used to fund and maintain other programs, projects, and services.

Concurrent with the preparation of the Building and Planning Services Fee Study, a Central Services Cost Allocation Study was prepared to (1) estimate the share of citywide overhead costs eligible for recovery from building and planning services fees and (2) calculate a citywide indirect cost rate. The outcomes of that study have been incorporated into the Building and Planning Services Fee Study.

Discussion

At today’s meeting, the City Council will conduct a public hearing regarding the proposed building and planning services fee schedule (Attachment B), after which adoption will be considered. If adopted, the fee schedule could take effect no less than 60 days thereafter. Staff recommends an effective date of June 20, 2016.

In addition to being attached to this report, the proposed building and planning services fee schedule, including a list of all proposed fees, and the accompanying Building and Planning Services Fee Study, is publically available at Laguna Woods City Hall and on the City’s website at www.cityoflagunawoods.org.

Due to the City’s current moratorium on medical marijuana dispensaries, neither of the medical marijuana dispensary-related regulatory permit fees were evaluated as a part of the Building and Planning Services Fee Study.

Environmental Review

The adoption of building and planning fees is not a project under the requirements of the California Environmental Quality Act (CEQA), pursuant to sections 15061(b)(3) and 15273 of the CEQA Guidelines.

Fiscal Impact

The Building and Planning Services Fee Study calculated current cost recovery of the City's reasonable costs of providing services at an average of approximately 99% for the majority of building services and fixed fee planning services. The City recovers an average of approximately 100% of deposit-based planning services costs. The proposed fee schedule would modify cost recovery for most fees to 100% and would include both fee increases and fee reductions, as well as the transition of one fixed fee planning service to a deposit-based planning service.

Funds to support this project are included in the City's budget.

Attachments: A – Building and Planning Services Fee Study
B – Proposed Resolution
Exhibit A – Proposed Building and Planning Services Fee Schedule

This page is intentionally blank.



City of Laguna Woods

Building and Planning Services Fee Study

- March 2016 -



Table of Contents

Executive Summary.....	1
Recommendations	3
Legislative Guidance	4
Study Methodology.....	5
General Findings	6
Building Fees	6
Planning Fees	7
Appendix	8

Executive Summary

Background

The City of Laguna Woods conducts periodic examinations of the various user and regulatory fees it collects. Routinely examining the costs of providing fee related services and making deliberate decisions about the recovery of costs and fee modifications helps cities maintain fiscal sustainability and respond to the changing needs of citizens, changes in regulations, and changes in local and regional economies.

The current study examines the City's costs of providing building and planning fee-related services. The outcomes and recommendations of the study are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees (charges) recommended as a result of this study are not a tax as defined in Article 13C of the California Constitution and that the proposed fees are no more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees. Additionally, this report is intended to show that the manner in which the costs are allocated to a payor bear a fair and reasonable relationship to the payor's burdens on, or benefits received from the activities and services provided by the City of Laguna Woods.

The primary goals of this study were to:

- Identify the full cost of providing building and planning fee-related services
- Calculate fully-burdened hourly rates for fee-related service providers
- Determine current cost recovery levels
- Examine existing fee calculation methodologies and modify, if necessary, to more closely align calculation methodology to the cost of services being provided
- Provide a sample fee schedule that illustrates fees assuming full or targeted cost recovery levels
- Compare current and full-cost recovery fees to those imposed by neighboring communities
- Estimate anticipated revenue impacts of modifying fees to reflect full or targeted cost recovery
- Deliver an updated schedule of fees after Council review and adoption of any fee modifications

Key Findings

- **Building**
 - More than 80 individual building fee categories were examined as part of this study.
 - Current cost recovery is roughly 99% for the majority of services examined.
 - The cost of service study calculated a \$138 fully-burdened hourly rate for fee-related building services. The prior study calculated a \$136 fully-burdened hourly rate. This represents an increase of 1%. The sample fee schedule provided in the Appendix of this report illustrates fee changes assuming recovery of 100% of the estimated cost of service.

- **Planning**

- Roughly 25 individual planning fee categories were examined as part of this study.
- Current fees recover roughly 99% of the cost of providing planning application review services for the majority of fixed fee services (e.g. temporary use permits, special event permits, sign permits).
- The City recovers roughly 100% of the cost of service for large-scale, highly variable projects that typically require “as-needed” contract planning review services.
- The cost of service study calculated a \$150 fully-burdened hourly rate for fee-related planning services. The prior fee study calculated a \$148 fully-burdened hourly rate. This represents an increase of 1%. The sample fee schedule provided in the Appendix of this report illustrates fee changes assuming recovery of 100% of the estimated cost of service.

Comparison of Current and Modified Fees Assuming Full-Cost Recovery to Those Imposed by Neighboring Communities – Although fees imposed by other jurisdictions have no direct link to the City of Laguna Woods’ costs of providing services, frequently, a city’s department representatives and elected officials will use the fees imposed by other agencies to assist in setting their own targeted cost recovery levels. Accordingly, fees for several common services were compared to those imposed by other agencies. The comparison showed that, **typically, planning and building fees in Laguna Woods fall within the lower to middle range of amounts collected.** However, depending on the service examined, the City of Laguna Woods’ fees may fall within the lower, middle, or upper range of amounts collected. This is a common finding due to the many factors that influence fees for specific services (e.g. service delivery methods, community values, organizational structure, and cost recovery goals). Comparison agencies included the cities of Aliso Viejo, Laguna Beach, Laguna Hills, Irvine, and the County of Orange. The Appendix of this report provides illustrative charts with comparison information.

Recommendations

The fees included as part of this study are set at the direction of the City Council. Consequently, the City Council may adopt fees and modify them at a future date as costs of service change, city policies or goals change, project volumes change, service recipient feedback is received, and annual revenue impact of fees is confirmed.

If the City decides to adopt modified fees it should:

- **Ensure that City staff begin fee collections using updated fee schedules** once the adopted fees are effective.
- **Actively monitor and bill for deposit-based fees** - Fees for highly variable services are often set to recover the estimated full cost of service, using an hourly billing methodology and collection of an initial deposit. In order to recover the targeted amounts expected from these fees, the City should be diligent about tracking time for planning fees and requesting additional amounts for projects with costs exceeding those collected via the initial deposit.
- **Periodically Review and Adjust Fees and Calculation Methodologies** – As part of this study, several changes were made to fee calculation methodologies. These changes were made in an effort to more closely align fees to the services provided. The city should continue its proactive efforts to refine fee structures to reflect the review and permitting services provided by the city. Additionally, the fee schedule allows for hourly billing of projects that fall outside the scope of those considered when developing the fee schedule. Also, if fees for services are unintentionally omitted from the adopted fee schedule, they should be added to the fee schedule as part of a future update.
- **Monitor feedback and permit statistics** - Monitor permit and application volumes and homeowner/contractor feedback to determine if fee modifications are resulting in any unanticipated changes in project frequency and to increase the level of detail available for revenue forecasting.

Additionally, the City may consider the following:

- **Adjust fees on an annual basis using inflationary index** - In order to maintain pace with regional cost inflation, the City should consider adjusting its fees on an annual basis. The all-urban Consumer Price Index for Los Angeles, Riverside, and Orange County is a readily available inflationary index that may be used for adjusting fees (alternative indices are available).
- **Conduct future fee studies on a regular basis** – In order to avoid situations where cost recovery levels fall below full or targeted levels, the City should consider conducting future fee studies whenever operations change significantly or, at a minimum, every two fiscal years.

Legislative Guidance

The objectives of the study, the methodology used to complete the study, and the proposed fees were significantly influenced by Article 13C of the California Constitution and Section 66014 of the California Government Code.

Article 13C states that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. Additionally, Article 13C identifies the following as items that are *not* defined as taxes:

- 1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
- 2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
- 3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
- 4) A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.
- 5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
- 6) A charge imposed as a condition of property development.
- 7) Assessments and property-related fees imposed in accordance with the provisions of Article XIII D.

Section 66014(a) of the California Government Code includes the following, “Notwithstanding any other provision of law, when a local agency charges fees for zoning variances; zoning changes; use permits; building inspections; building permits; ...the processing of maps under the provisions of the Subdivision Map Act...; or planning services...; those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged, unless a question regarding the amount of the fee charged in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.”

Study Methodology

This study calculated the estimated reasonable cost of providing various planning and building development review and construction permitting services.

Generally, the estimated reasonable cost of providing any of the development review services examined in this study can be calculated as the product of the estimated labor time required to process a typical request for service and the composite fully-burdened hourly labor rate of the staff responsible for providing services.

Estimated labor times were developed based on responses received from multiple interviews and targeted questionnaires of the staff primarily responsible for the provision of services examined in the study, along with an extensive review of actual construction permits issued during calendar years 2013 and 2015.

The composite fully-burdened hourly rates calculated in this study are based on the estimated annual hours spent providing fee related services for private development activities, and estimated labor, services and supplies, and citywide overhead expenditures:

- Estimated annual hours spent providing fee related services were developed based on responses received from multiple interviews and targeted questionnaires.
- Labor expenditures for in-house personnel were based on forecasts of Fiscal Year 2015/16 salary and benefits expenditures.
- Contract service personnel related costs were based on the rates outlined in the consultant agreements established for various building services. The rates used in this study assume a 1% increase from the initial rates outlined in the service agreements. The 1% increase is consistent with the change in the Consumer Price Index for Los Angeles-Riverside-Orange County since inception of the agreements and is within the 5% aggregate increase in rates allowable over the term of the agreements.
- All other services and supplies expenditures were based on Fiscal Year 2015/16 budgeted expenditures.

General Findings

Building Fees

The Planning and Environmental Services Department provides plan check and inspection services for all new construction, alterations, and additions throughout Laguna Woods, enforcing the provisions of the California Building Standards Code. Additionally the Department serves as a primary building code resource to contractors, architects, engineers, developers, business owners, and property owners in Laguna Woods.

More than 80 individual building fee categories were examined as part of this study. Significant findings from the cost of service analysis include:

- Current cost recovery is roughly 99% for the majority of services examined.
- The cost of service study calculated a \$138 fully-burdened hourly rate for fee-related building services. The prior study calculated a \$136 fully-burdened hourly rate. This represents an increase of 1%. The sample fee schedule provided in the Appendix of this report illustrates fee changes assuming recovery of 100% of the estimated cost of service.
- In an effort to develop fee categories that are aligned to development projects occurring in Laguna Woods, several modifications are proposed for demolition fees, window retrofit fees, skylight/solar tube fees, and HVAC change-out fees. The modifications are based on an assessment of project types occurring within the city during the prior year.
- The sample fee schedule, provided for illustrative purposes, incorporates structures common throughout California, but is specifically tailored to align to the development scenarios typically encountered in Laguna Woods.

Planning Fees

The Planning and Environmental Services Department leads the City's current and long-range planning efforts, including processing and review of applications for development within the City of Laguna Woods. Additionally the Department serves as a primary planning and zoning resource to contractors, architects, engineers, developers, business owners, and property owners in Laguna Woods.

Roughly 25 individual planning fee categories were examined as part of this study. Significant findings from the cost of service analysis include:

- Current fees recover roughly 99% of the cost of providing planning application review services for the majority of fixed fee services (e.g. temporary use permits, special event permits, sign permits).
- The City recovers roughly 100% of the cost of service for large-scale, highly variable projects that typically require "as-needed" contract planning review services.
- The cost of service study calculated a \$150 fully-burdened hourly rate for fee-related planning services. The prior fee study calculated a \$148 fully-burdened hourly rate. This represents an increase of 1%. The sample fee schedule provided in the Appendix of this report illustrates fee changes assuming recovery of 100% of the estimated cost of service.
- The Change Plan Fee is proposed to transition from a flat fee to a deposit-based fee in order to account for the wide variety in service effort associated with processing this review service (i.e. some Change Plan reviews require minimal effort, while others require extensive effort.).
- The sample fee schedule, provided for illustrative purposes, assumes flat fees for applications that typically require only minor review or applications with minimal variability in application processing time. For projects that are highly variable, or that require significant application review time, the sample fees assume an initial deposit is collected from the applicant, with the City billing hourly for application review services. As deposit amounts are drawn down the City would request deposit replenishment from the applicant. In deference to cash flow concerns that might arise on the part of applicants, required minimum deposits do not exceed \$10,000.
- The sample fee structures are common throughout California.

Appendix

The appendix provides detailed analytical findings from the study, including the amount of cost, or estimated cost, required to provide the services for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues. For any fees targeted to recover less than 100% of the estimated reasonable cost of service, it is anticipated that General Fund revenues of the City would fund the difference between the targeted recovery level and 100% recovery of the estimated cost of service. These amounts are identified in the Working Version of the Schedules of Building and Planning Fees. Additionally, the appendix includes a sample, for illustrative purposes, of the Master Schedule of Building and Planning Fees assuming full or targeted cost recovery levels.

Appendix Table of Contents

Contents	Page(s)
Calculation of Fully-Burdened Hourly Rates	2 - 10
Planning and Environmental Services Department - Building	3 - 6
Planning and Environmental Services Department - Planning	7 - 10
Calculation of the Costs of Providing Fee Related Services	11 - 20
Building	12 - 18
Planning	19 - 20
Regional Fee Comparison	21 - 23
Working Version of the Schedule of Building and Planning Fees (Assuming Full or Targeted Cost Recovery)	24 - 28
Building Fees	25 - 27
Planning Fees	28
Sample - Schedule of Building and Planning Fees (Assuming Full or Targeted Cost Recovery)	29 - 35
Building Fees	30 - 34
Planning Fees	35

Calculation of Fully-Burdened Hourly Rates

Calculation of Fully-Burdened Hourly Rate

Planning & Environmental Services Department - Building

City of Laguna Woods

Building and Planning Services Fee Study

Planning & Environmental Services (Building) - Allocation of Annual Labor Effort [a]

Position	Bldg Official	Bldg Insp'ctr Shift I-1	Bldg Insp'ctr Shift I-2	P'rmt Counter Svcs	Permit Assistant	Structural PC/Eng [b]	Total
Allocation to Building	100%	100%	100%	100%	100%	100%	
Calculation of Productive Hours							
Annual Hours - Standard	1,300	2,080	1,248	2,080	2,080	100	8,888
Less: Annual Leave	(60)	(96)	(72)	(96)	(96)	-	(420)
Productive Hours	1,240	1,984	1,176	1,984	1,984	100	8,468
Indirect Activities and Services							
General Administration and Mgmt	910	130	77	130	130	-	1,377
Certification and Training	-	-	-	-	-	-	-
Code, Policies, and Procedures Update	36	-	-	-	-	-	36
Code Enforcement and Compliance	24	-	-	-	-	-	24
Permit Processing and Support	24	-	-	-	1,111	-	1,135
Public Information and Assistance	130	-	-	195	195	-	520
Total Indirect Activities and Services Work Hours	1,124	130	77	325	1,436	-	3,092
Direct Hours	116	1,854	1,099	1,659	548	100	5,376
Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services	\$ 97,687	\$ 140,269	\$ 83,143	\$ 130,250	\$ 60,115	\$ 9,500	\$ 520,964
Total	\$ 97,687	\$ 140,269	\$ 83,143	\$ 130,250	\$ 60,115	\$ 9,500	\$ 520,964
Indirect Activities and Services							
General Administration and Mgmt	73%	7%	7%	7%	7%	0%	19%
Certification and Training	0%	0%	0%	0%	0%	0%	0%
Code, Policies, and Procedures Update	3%	0%	0%	0%	0%	0%	1%
Code Enforcement and Compliance	2%	0%	0%	0%	0%	0%	0%
Permit Processing and Support	2%	0%	0%	0%	56%	0%	7%
Public Information and Assistance	<u>10%</u>	<u>0%</u>	<u>0%</u>	<u>10%</u>	<u>10%</u>	<u>0%</u>	<u>6%</u>
Total Indirect Activities and Services Work Hours	91%	7%	7%	16%	72%	0%	32%
Direct Hours	9%	93%	93%	84%	28%	100%	68%

Notes

[a] Source: Contract services agreements and annual labor allocation feedback provided by Planning and Environmental Services Department staff.

[b] Estimated hours based on prior year invoices of roughly \$10K billed at \$100/hr. Contract hourly rate varies. For estimation purposes hourly rate for this study is \$95 per hour.

City of Laguna Woods

Building and Planning Services Fee Study

Planning & Environmental Services (Building) - Calculation of Fully-Burdened Hourly Rate

Estimated In-House Labor and Contract Services Expenditures [a][b][c]

Description	Total	Notes
Salaries	\$ -	
Benefits	\$ -	
Contract Services	\$ 520,964	
Total - Labor Expenditures	\$ 520,964	

Recurring Non-Labor Expenditures

Description	FY 2015/16 Budget	Adjustment	Subtotal	Notes
Planning & Environmental Services				
<u>General Expenses</u>				
Building Services	\$ 430,950	\$ (430,950)	\$ -	[d]
Building Services, Printing	\$ 3,600	\$ -	\$ 3,600	[e]
Building Services, Publications	\$ 1,000	\$ -	\$ 1,000	[f]
Code Enforcement Services	\$ 31,428	\$ (31,428)	\$ -	[g]
Community Waste Events and Collections	\$ 89,250	\$ (89,250)	\$ -	[g]
Planning Services	\$ 7,500	\$ (7,500)	\$ -	[g]
Non-Operating	\$ 353,920	\$ (353,920)	\$ -	[g]
Waste Management Services	\$ 45,000	\$ (45,000)	\$ -	[g]
Water Quality Services	\$ 91,813	\$ (91,813)	\$ -	[g]
<u>Compensation & Benefits</u>				
Salaries, Full-time	\$ 102,921	\$ (102,921)	\$ -	[h]
Community Events	\$ 3,404	\$ (3,404)	\$ -	[h]
Fringe Benefits	\$ 9,000	\$ (9,000)	\$ -	[h]
Payroll Taxes	\$ 7,003	\$ (7,003)	\$ -	[h]
Community Events	\$ 248	\$ (248)	\$ -	[h]
Retirement	\$ 11,501	\$ (11,501)	\$ -	[h]
Community Events	\$ 224	\$ (224)	\$ -	[h]
Long-term Disability	\$ 771	\$ (771)	\$ -	[h]
Subtotal	\$ 1,189,533	\$ (1,184,933)	\$ 4,600	

Departmental Overhead

Description	Dept OH Personnel	Bldg Share of Est Dept OH	Total	Notes
Estimated Departmental Overhead	\$ 135,072	25%	\$ 33,768	[i]

City of Laguna Woods
Building and Planning Services Fee Study
Planning & Environmental Services (Building) - Calculation of Fully-Burdened Hourly Rate

Citywide Overhead

Description	FY 16/17 C'wide Indirect Rate	Modified Direct Expenditures	Bldg Share of C'wide Overhead	Notes
Estimated Citywide Overhead	33%	\$ 559,332	\$ 184,580	[j][k]

Calculation of Fully-Burdened Hourly Rate

Description	Annual Allocation [a]	Labor	Non-Labor	Dept Overhead	Citywide Overhead	Total	Targeted Recovery from Fees	Amount Recoverable from Fees	Targeted Hourly Rate
General Administration and Mgmt	19%	\$ 98,802	\$ 872	\$ 6,404	\$ 35,006	\$ 141,085	100%	\$ 140,453	\$ 26
Certification and Training	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
Code, Policies, and Procedures Update	1%	\$ 2,836	\$ 25	\$ 184	\$ 1,005	\$ 4,050	100%	\$ 4,050	\$ 1
Code Enforcement and Compliance	0%	\$ 1,891	\$ 17	\$ 123	\$ 670	\$ 2,700	0%	\$ -	\$ -
Permit Processing and Support	7%	\$ 35,554	\$ 314	\$ 2,305	\$ 12,597	\$ 50,769	100%	\$ 50,769	\$ 9
Public Information and Assistance	6%	\$ 28,952	\$ 256	\$ 1,877	\$ 10,258	\$ 41,342	100%	\$ 41,342	\$ 8
Direct Hours	68%	\$ 352,929	\$ 3,116	\$ 22,876	\$ 125,044	\$ 503,966	100%	\$ 503,966	\$ 94
Total	100%	\$ 520,964	\$ 4,600	\$ 33,768	\$ 184,580	\$ 743,912	100%	\$ 740,580	\$ 138
								Direct Hours	5,376

Notes

[a] See worksheet labeled "Planning & Environmental Services (Building) - Allocation of Annual Labor Effort".

[b] Excludes portion of Assistant City Manager salary budgeted to this department, since the forecasted expenditures for the Assistant City Manager are allocated as part of the departmental overhead costs.

[c] The expenditures shown here are reflective of the current contract services costs anticipated to be incurred for Building Official, structural engineering plan review, over the counter plan review, and permit inspection. The City Council has authorized additional permit inspection services, but those services are not currently being utilized and are not considered in this analysis in order to avoid over-estimation of building fee-related expenses.

[d] Accounted for in labor and contract services section of the model. Adjustment to avoid double counting.

[e] For printing of development related forms and job cards.

[f] For building code books.

[g] Adjustment to exclude costs not linked to building fee-related services.

[h] These expenditures are composed of a portion of the salary and benefits expenditures for the Assistant City Manager. These costs have been adjusted out to avoid double counting. The Assistant City Manager expenditures are accounted for in the departmental overhead section of this model.

[i] Amount represents compensation and benefits of the Assistant City Manager.

[j] See Citywide Overhead Cost Allocation Plan for FY 16/17 - Full Cost Version.

[k] Building share of estimated citywide overhead calculated as follows: citywide indirect cost rate * modified direct expenditures for building fee-related services.

Calculation of Fully-Burdened Hourly Rate

Planning & Environmental Services Department - Planning

City of Laguna Woods

Building and Planning Services Fee Study

Planning & Environmental Services (Planning) - Allocation of Annual Labor Effort [a]

Position	Asst. City Manager [a]	Contract Services [b]	Total
Allocation to Planning	75%	100%	
Calculation of Productive Hours			
Annual Hours - Standard	1,560	250	1,810
Less: Annual Leave	90	-	90
Productive Hours	1,470	250	1,720
Indirect Activities and Services			
General Administration and Mgmt	98	-	98
Certification and Training	30	-	30
Code, Policies, and Procedures Update	78	-	78
Dept Overhead Support to Other Svcs	874	-	874
Code Enforcement and Compliance	-	-	-
Public Information and Assistance	78	-	78
Total Indirect Activities and Services Work Hours	1,158	-	1,158
Direct Hours	313	250	563
Salary	\$ 106,325	\$ -	\$ 106,325
Benefits	\$ 28,747	\$ -	\$ 28,747
Adjustment for Community Events	\$ (3,876)	\$ -	\$ (3,876)
Contract Services	\$ -	\$ 23,750	\$ 23,750
Total	\$ 131,196	\$ 23,750	\$ 154,946
Indirect Activities and Services			
General Administration and Mgmt	7%	0%	6%
Certification and Training	2%	0%	2%
Code, Policies, and Procedures Update	5%	0%	4%
Dept Overhead Support to Other Svcs	59%	0%	50%
Code Enforcement and Compliance	0%	0%	0%
Public Information and Assistance	5%	0%	4%
Total Indirect Activities and Services Work Hours	79%	0%	67%
Direct Hours	21%	100%	33%

Notes

[a] Source: Annual labor allocation estimates provided by Planning and Environmental Services staff.

[b] Assumes 250 annual hours for current planning services at \$95 per hour.

City of Laguna Woods

Building and Planning Services Fee Study

Planning & Environmental Services (Planning) - Calculation of Fully-Burdened Hourly Rate

Estimated In-House Labor and Contract Services Expenditures [a]

Description	Total	Notes
Salaries	\$ 106,325	
Benefits	\$ 28,747	
Benefits	\$ (3,876)	
Contract Services	\$ 23,750	
Total - Labor Expenditures	\$ 154,946	

Recurring Non-Labor Expenditures

Description	FY 2015/16 Budget	Adjustment	Subtotal	Notes
Planning & Environmental Services				
<u>General Expenses</u>				
Building Services	\$ 430,950	\$ (430,950)	\$ -	[b]
Building Services, Printing	\$ 3,600	\$ (3,600)	\$ -	[b]
Building Services, Publications	\$ 1,000	\$ (1,000)	\$ -	[b]
Code Enforcement Services	\$ 31,428	\$ (31,428)	\$ -	[b]
Community Waste Events and Collections	\$ 89,250	\$ (89,250)	\$ -	[b]
Planning Services	\$ 7,500	\$ (7,500)	\$ -	[c]
Non-Operating	\$ 353,920	\$ (353,920)	\$ -	[b]
Waste Management Services	\$ 45,000	\$ (45,000)	\$ -	[b]
Water Quality Services	\$ 91,813	\$ (91,813)	\$ -	[b]
<u>Compensation & Benefits</u>				
Salaries, Full-time	\$ 102,921	\$ (102,921)	\$ -	[d]
Community Events	\$ 3,404	\$ (3,404)	\$ -	[d]
Fringe Benefits	\$ 9,000	\$ (9,000)	\$ -	[d]
Payroll Taxes	\$ 7,003	\$ (7,003)	\$ -	[d]
Community Events	\$ 248	\$ (248)	\$ -	[d]
Retirement	\$ 11,501	\$ (11,501)	\$ -	[d]
Community Events	\$ 224	\$ (224)	\$ -	[d]
Long-term Disability	\$ 771	\$ (771)	\$ -	[d]
Subtotal	\$ 1,189,533	\$ (1,189,533)	\$ -	

City of Laguna Woods
Building and Planning Services Fee Study
Planning & Environmental Services (Planning) - Calculation of Fully-Burdened Hourly Rate

Departmental Overhead

Description	Dept OH Personnel	Planning Est. Share of Dept Overhead	Total	Notes
Estimated Departmental Overhead	\$ 135,072	0%	\$ -	[e]

Citywide Overhead

Description	FY 15/16 C'wide Indirect Rate	Modified Direct Expenditures	Plan'g Share of C'wide Overhead	Notes
Estimated Citywide Overhead	33%	\$ 154,946	\$ 51,132	[f][g]

Calculation of Fully-Burdened Hourly Rate

Description	Annual Allocation [a]	Labor	Non-Labor	Dept Overhead	Citywide Overhead	Total	Targeted Recovery from Fees	Amount Recoverable from Fees	Targeted Hourly Rate
General Administration and Mgmt	6%	\$ 8,702	\$ -	\$ -	\$ 2,872	\$ 11,573	41%	\$ 4,744	\$ 8
Certification and Training	2%	\$ 2,677	\$ -	\$ -	\$ 884	\$ 3,561	50%	\$ 1,781	\$ 3
Code, Policies, and Procedures Update	4%	\$ 6,961	\$ -	\$ -	\$ 2,297	\$ 9,259	50%	\$ 4,629	\$ 8
Dept Overhead Support to Other Svcs	50%	\$ 78,004	\$ -	\$ -	\$ 25,741	\$ 103,745	0%	\$ -	\$ -
Code Enforcement and Compliance	0%	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
Public Information and Assistance	4%	\$ 6,961	\$ -	\$ -	\$ 2,297	\$ 9,259	50%	\$ 4,629	\$ 8
Direct Hours	33%	\$ 51,640	\$ -	\$ -	\$ 17,041	\$ 68,682	100%	\$ 68,682	\$ 122
Total	100%	\$ 154,946	\$ -	\$ -	\$ 51,132	\$ 206,078	41%	\$ 84,464	\$ 150
								Direct Hours	563

Notes

- [a] See worksheet labeled "Planning & Environmental Services (Planning) - Allocation of Annual Labor Effort".
- [b] Adjustment to exclude expenditures not linked to current planning fee-related services.
- [c] Adjustment to exclude Contract Planning expenditures not related to applicant initiated planning activities.
- [d] These expenditures are composed of a portion of the salary and benefits expenditures for the Assistant City Manager for the following reasons. These expenditures are adjusted out to avoid double-counting. These expenditures are addressed in the in-house labor section of this model.
- [e] The Assistant City Manager is currently the primary contact point for current planning services. If additional personnel are added to this division in the future, the Planning division will receive a share of Departmental Overhead.
- [f] See Citywide Overhead Cost Allocation Plan for FY 16/17 - Full Cost Version.
- [g] Planning share of estimated citywide overhead calculated as follows: citywide indirect cost rate * modified direct expenditures for planning fee-related services.

Calculation of the Costs of Providing Fee Related Services

Calculation of the Costs of Providing Fee Related Services

Building

City of Laguna Woods
Building and Planning Services Fee Study
Cost of Service Calculation - Building Fees

Fee Description		Cost of Service (Summary)					Cost Recovery Summary				Notes
		Est. Labor Time (Hours)	x	Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery	
1	Water Heater Change Out (Non-Program)	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
2	Water Heater Change Out (Program) - First Unit	0.28	x	\$138	=	\$39	\$39	99%	\$39	100%	
3	Water Heater Change Out (Program) - Each Add'l Unit	0.08	x	\$138	=	\$11	\$11	99%	\$11	100%	
4	Water Heater Relocation	1.03	x	\$138	=	\$142	\$141	99%	\$142	100%	
5	Dishwasher Change Out	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
6	Tub to Tub Insert Only	1.03	x	\$138	=	\$142	\$141	99%	\$142	100%	
7	Tub to Tub Tile Back Only	1.45	x	\$138	=	\$200	\$197	99%	\$200	100%	
8	Shower to Shower Insert Only	1.03	x	\$138	=	\$142	\$141	99%	\$142	100%	
9	Shower to Shower Tile Only	1.87	x	\$138	=	\$257	\$254	99%	\$257	100%	
10	Tub to Shower Only	1.87	x	\$138	=	\$257	\$254	99%	\$257	100%	
11	Water/Drain Line (Install/Alter/Repair) w/out Structural	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
12	Water/Drain Line (Install/Alter/Repair) with Structural	1.75	x	\$138	=	\$241	\$238	99%	\$241	100%	
13	Line Repair (CIPP)/Svc Install - First 30 LF	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
14	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	0.42	x	\$138	=	\$57	\$57	99%	\$57	100%	
15	New HVAC / HVAC Change Out (Central System) - Residential	1.03	x	\$138	=	\$142	\$141	99%	\$142	100%	
16	New HVAC / HVAC Change Out (All Others) - Residential	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
17	Electrical - Fixtures and Receptacles	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
18	Washer/Dryer Hook Up	0.83	x	\$138	=	\$114	\$112	99%	\$114	100%	
19	Electrical Wheelchair Lift	3.03	x	\$138	=	\$418	\$413	99%	\$418	100%	
20	Re-Roof (Tile, Single-Ply) - First 1,000 SF	1.03	x	\$138	=	\$142	\$141	99%	\$142	100%	
21	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	0.20	x	\$138	=	\$28	\$27	99%	\$28	100%	[a]
22	Re-Roof (All Other) - First 1,000 SF	1.03	x	\$138	=	\$142	\$141	99%	\$142	100%	
23	Re-Roof (All Other) - Each Add'l 5,000 SF	0.20	x	\$138	=	\$28	\$27	99%	\$28	100%	[a]
24	Fenestration - Skylights/Solartubes (1 Hr. Buildings)	1.33	x	\$138	=	\$184	\$182	99%	\$184	100%	
25	Fenestration - Skylights/Solartubes (All Others)	0.83	x	\$138	=	\$114	\$182	160%	\$114	100%	
26	Fenestration - Window Retrofit	0.83	x	\$138	=	\$114	\$210	185%	\$114	100%	
27	Fenestration - Doors/Windows (One New - Framed)	1.54	x	\$138	=	\$212	\$210	99%	\$212	100%	[b]
28	Structural, Drywall	0.92	x	\$138	=	\$126	\$125	99%	\$126	100%	
29	Structural, Insulation, Drywall	1.33	x	\$138	=	\$184	\$182	99%	\$184	100%	
30	Lath	1.33	x	\$138	=	\$184	\$182	99%	\$184	100%	
31	Structural, Insulation, Lath	2.17	x	\$138	=	\$298	\$295	99%	\$298	100%	
32	Structural, Insulation, Shear, Lath	3.58	x	\$138	=	\$494	\$488	99%	\$494	100%	

City of Laguna Woods
Building and Planning Services Fee Study
Cost of Service Calculation - Building Fees

Fee Description		Cost of Service (Summary)					Cost Recovery Summary				Notes
		Est. Labor Time (Hours)	x	Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery	
33	Framing/Structural - 1 inspection	1.92	x	\$138	=	\$264	\$261	99%	\$264	100%	[c]
34	Framing/Structural - 2 inspections	2.33	x	\$138	=	\$321	\$318	99%	\$321	100%	[c]
35	Framing/Structural - 3 inspections	2.75	x	\$138	=	\$379	\$374	99%	\$379	100%	[c]
36	Temporary Shade Structure (Commercial)	1.62	x	\$138	=	\$223	\$220	99%	\$223	100%	
37	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	1.28	x	\$138	=	\$177	\$175	99%	\$177	100%	
38	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	1.95	x	\$138	=	\$269	\$265	99%	\$269	100%	
39	Patio/Balcony Cover/Enclosure - Site Specific Engineering	3.24	x	\$138	=	\$447	\$441	99%	\$447	100%	
40	Alteration - Residential (Res.) Kitchen	2.58	x	\$138	=	\$356	\$352	99%	\$356	100%	
41	Alteration - Res. Kitchen, plus HVAC OR Fenestration	3.00	x	\$138	=	\$413	\$408	99%	\$413	100%	
42	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	3.42	x	\$138	=	\$471	\$465	99%	\$471	100%	
43	Alteration - Res. Kitchen, plus 1 Bath	3.00	x	\$138	=	\$413	\$408	99%	\$413	100%	
44	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	3.42	x	\$138	=	\$471	\$465	99%	\$471	100%	
45	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	3.42	x	\$138	=	\$471	\$465	99%	\$471	100%	
46	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	3.83	x	\$138	=	\$528	\$522	99%	\$528	100%	
47	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	3.83	x	\$138	=	\$528	\$522	99%	\$528	100%	
48	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	4.25	x	\$138	=	\$585	\$579	99%	\$585	100%	
49	Alteration/Remodel - Res. 1 Bath	1.75	x	\$138	=	\$241	\$238	99%	\$241	100%	
50	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	2.58	x	\$138	=	\$356	\$352	99%	\$356	100%	
51	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	3.00	x	\$138	=	\$413	\$408	99%	\$413	100%	
52	Room Addition	6.00	x	\$138	=	\$827	\$817	99%	\$827	100%	
53	Alteration/Remodel w/ Room Addition	8.50	x	\$138	=	\$1,171	\$1,157	99%	\$1,171	100%	
54	Sign (Wall) - First	1.12	x	\$138	=	\$154	\$152	99%	\$154	100%	
55	Sign (Wall) - Each Add'l	0.08	x	\$138	=	\$11	\$11	99%	\$11	100%	
56	Sign (Monument) - First	1.78	x	\$138	=	\$246	\$243	99%	\$246	100%	
57	Sign (Monument) - Each Add'l	0.17	x	\$138	=	\$23	\$23	99%	\$23	100%	
58	Parking - Recoating and Restriping	1.37	x	\$138	=	\$188	\$186	99%	\$188	100%	
59	Antenna - Telecommunications	3.45	x	\$138	=	\$475	\$470	99%	\$475	100%	
60	Antenna - Equipment Shelter	1.53	x	\$138	=	\$211	\$209	99%	\$211	100%	
61	Solar - Residential Systems (Expedited Process)	1.53	x	\$138	=	\$211	\$209	99%	\$211	100%	
62	Solar - Residential Systems (All Others)	2.87	x	\$138	=	\$395	\$390	99%	\$395	100%	
63	Solar - Commercial Systems	8.20	x	\$138	=	\$1,130	\$1,000	89%	\$1,000	89%	[d]
64	Demolition - Residential Interior	1.33	x	\$138	=	\$184	\$182	99%	\$184	100%	

City of Laguna Woods
Building and Planning Services Fee Study
Cost of Service Calculation - Building Fees

Fee Description		Cost of Service (Summary)					Cost Recovery Summary				Notes
		Est. Labor Time (Hours)	x	Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery	
65	Demolition - Residential (All Other)	0.62	x	\$138	=	\$85	\$182	214%	\$85	100%	[e]
66	Demolition - Non-Residential	2.50	x	\$138	=	\$344	\$182	53%	\$344	100%	
67	Certificate of Occupancy - Temporary	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
68	Certificate of Occupancy	1.87	x	\$138	=	\$257	\$254	99%	\$257	100%	
69	Miscellaneous/All Other - First Inspection	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
70	Miscellaneous/All Other - Each Add'l Inspection	0.42	x	\$138	=	\$57	\$57	99%	\$57	100%	
71	Miscellaneous/All Other - Plan Check (Per Hr)	1.00	x	\$138	=	\$138	\$136	99%	\$138	100%	
72	Work Without Permit	1.20	x	\$138	=	\$165	\$163	99%	\$165	100%	
73	Re-Inspection - Missed Appointment	0.42	x	\$138	=	\$57	\$57	99%	\$57	100%	
74	Additional Inspections	0.62	x	\$138	=	\$85	\$84	99%	\$85	100%	
75	Replacement Job Card	0.25	x	\$138	=	\$34	\$20	58%	\$34	100%	
76	Cancelled Permit Refund Processing Fee	0.50	x	\$138	=	\$69	\$20	29%	\$25	36%	
77	State Energy Form Assistance (Upon Request) (Per Page)	0.25	x	\$138	=	\$34	\$4	12%	\$4	12%	
78	Building and Safety Appeal Application	1.00	x	\$138	=	\$138	\$136	99%	\$138	100%	
79	Alternate Materials Method Review (Per Hr)	1.00	x	\$138	=	\$138	\$136	99%	\$138	100%	
80	Inspection Outside of Normal Business Hours (Per Hr)	1.25	x	\$138	=	\$172	\$170	99%	\$172	100%	

Notes

[a] For purposes of calculating re-roof fees, fractional square footages shall be rounded up to the nearest 1,000 SF. For example 1,600 SF shall be rounded to 2,000 SF.

[b] For Installation of multiple doors or windows see Framing/Structural fees.

[c] Examples of items included in this fee include post, beam, beamtail, raftertail, corbel, shearpanel, and truss repair/replacement.

[d] California Government Code Section 66015(b)(1), establishes maximum fees for commercial rooftop solar energy systems. Fees shall not exceed \$1,000 for systems up to 50kW plus \$7 per kilowatt for each kilowatt between 51kW and 250kW, plus \$5 for each kilowatt above 250kW. Fees in excess of these amounts require written findings and resolution or ordinance.

[e] Fee for ceiling scrapes, lead paint removal, floor removal, etc.

City of Laguna Woods
Building and Planning Services Fee Study
Cost of Service Calculation - Building Fees
(New Construction & Tenant Improvements)

Hourly Rate		\$138	Estimated Labor Hours			Cost of Service					
Occupancy Classification		Threshold SqFt	Plan Check	Permit / Inspection	Total	Plan Check	Plan Check Fee per Add'l 100 SF	Permit / Inspection	Permit / Insp. Fee per Addt'l 100 SF	Total	Total Fee Per Addt'l 100 SF
1	Shell Building New Construction	500	7.50	7.50	15.00	\$1,033	\$24.11	\$1,033	\$44.77	\$2,066	\$68.88
		2,000	10.13	12.38	22.50	\$1,395	\$15.50	\$1,705	\$18.94	\$3,100	\$34.44
		5,000	13.50	16.50	30.00	\$1,860	\$9.30	\$2,273	\$11.37	\$4,133	\$20.66
		10,000	16.88	20.63	37.50	\$2,325	\$4.30	\$2,841	\$12.91	\$5,166	\$17.22
		20,000	20.00	30.00	50.00	\$2,755	varies	\$4,133	varies	\$6,888	varies
		> 20,000	varies	varies	varies	varies	varies	varies	varies	varies	varies
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	1.75	3.25	5.00	\$241	\$80.36	\$448	\$149.24	\$689	\$229.60
		250	2.63	4.88	7.50	\$362	\$48.22	\$672	\$89.54	\$1,033	\$137.76
		500	3.50	6.50	10.00	\$482	\$24.11	\$895	\$44.77	\$1,378	\$68.88
		1,000	4.38	8.13	12.50	\$603	\$11.25	\$1,119	\$20.89	\$1,722	\$32.14
		2,500	5.60	10.40	16.00	\$771	varies	\$1,433	varies	\$2,204	varies
		> 2,500	varies	varies	varies	varies	varies	varies	varies	varies	varies
3	All Other New Construction	500	12.00	12.00	24.00	\$1,653	\$38.57	\$1,653	\$71.63	\$3,306	\$110.21
		2,000	16.20	19.80	36.00	\$2,232	\$24.80	\$2,728	\$30.31	\$4,959	\$55.10
		5,000	21.60	26.40	48.00	\$2,976	\$14.88	\$3,637	\$18.18	\$6,612	\$33.06
		10,000	27.00	33.00	60.00	\$3,719	\$6.89	\$4,546	\$20.66	\$8,265	\$27.55
		20,000	32.00	48.00	80.00	\$4,408	varies	\$6,612	varies	\$11,021	varies
		> 20,000	varies	varies	varies	varies	varies	varies	varies	varies	varies
4	Tenant Improvements New Construction	250	1.40	2.60	4.00	\$193	\$38.57	\$358	\$71.63	\$551	\$110.21
		500	2.10	3.90	6.00	\$289	\$19.29	\$537	\$35.82	\$827	\$55.10
		1,000	2.80	5.20	8.00	\$386	\$6.43	\$716	\$11.94	\$1,102	\$18.37
		2,500	3.50	6.50	10.00	\$482	\$6.27	\$895	\$11.64	\$1,378	\$17.91
		5,000	4.64	8.61	13.25	\$639	varies	\$1,186	varies	\$1,825	varies
		> 5,000	varies	varies	varies	varies	varies	varies	varies	varies	varies

Notes

* Current fees vary based on the estimated calculated value of the project for fee setting purposes.

City of Laguna Woods
Building and Planning Services Fee Study
Cost of Service Calculation - Building Fees
(New Construction & Tenant Improvements)

Hourly Rate		\$138	Current Fee						Current Cost Recovery				
Occupancy Classification		Threshold SqFt	Plan Check	Plan Check Fee per Add'l 100 SF	Permit / Inspection	Permit / Insp. Fee per Add'l 100 SF	Total	Total Fee Per Add'l 100 SF	Current Fee	Cost of Svc PC & Prmt Base Cost	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
1	Shell Building New Construction	500	\$1,021	\$23.82	\$1,021	\$44.24	\$2,042	\$68.07	\$2,042	\$2,066	99%	\$2,066	100%
		2,000	\$1,378	\$15.31	\$1,685	\$18.72	\$3,063	\$34.03	\$3,063	\$3,100	99%	\$3,100	100%
		5,000	\$1,838	\$9.19	\$2,246	\$11.23	\$4,084	\$20.42	\$4,084	\$4,133	99%	\$4,133	100%
		10,000	\$2,297	\$4.25	\$2,808	\$12.76	\$5,105	\$17.02	\$5,105	\$5,166	99%	\$5,166	100%
		20,000	\$2,723	varies	\$4,084	varies	\$6,807	varies	\$6,807	\$6,888	99%	\$6,888	100%
		> 20,000	varies		varies		varies		varies	varies		deposit	
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$238	\$79.41	\$442	\$147.48	\$681	\$226.89	\$681	\$689	99%	\$689	100%
		250	\$357	\$47.65	\$664	\$88.49	\$1,021	\$136.13	\$1,021	\$1,033	99%	\$1,033	100%
		500	\$476	\$23.82	\$885	\$44.24	\$1,361	\$68.07	\$1,361	\$1,378	99%	\$1,378	100%
		1,000	\$596	\$11.12	\$1,106	\$20.65	\$1,702	\$31.76	\$1,702	\$1,722	99%	\$1,722	100%
		2,500	\$762	varies	\$1,416	varies	\$2,178	varies	\$2,178	\$2,204	99%	\$2,204	100%
		> 2,500	varies		varies		varies		varies	varies		deposit	
3	All Other New Construction	500	\$1,634	\$38.12	\$1,634	\$70.79	\$3,267	\$108.90	\$3,267	\$3,306	99%	\$3,306	100%
		2,000	\$2,205	\$24.50	\$2,695	\$29.95	\$4,901	\$54.45	\$4,901	\$4,959	99%	\$4,959	100%
		5,000	\$2,940	\$14.70	\$3,594	\$17.97	\$6,534	\$32.67	\$6,534	\$6,612	99%	\$6,612	100%
		10,000	\$3,676	\$6.81	\$4,492	\$20.42	\$8,168	\$27.23	\$8,168	\$8,265	99%	\$8,265	100%
		20,000	\$4,356	varies	\$6,534	varies	\$10,890	varies	\$10,890	\$11,021	99%	\$11,021	100%
		> 20,000	varies		varies		varies		varies	varies		deposit	
4	Tenant Improvements New Construction	250	\$191	\$38.12	\$354	\$70.79	\$545	\$108.90	\$545	\$551	99%	\$551	100%
		500	\$286	\$19.06	\$531	\$35.39	\$817	\$54.45	\$817	\$827	99%	\$827	100%
		1,000	\$381	\$6.35	\$708	\$11.80	\$1,089	\$18.15	\$1,089	\$1,102	99%	\$1,102	100%
		2,500	\$476	\$6.19	\$885	\$11.50	\$1,361	\$17.70	\$1,361	\$1,378	99%	\$1,378	100%
		5,000	\$631	varies	\$1,172	varies	\$1,804	varies	\$1,804	\$1,825	99%	\$1,825	100%
		> 5,000	varies		varies		varies		varies	varies		deposit	

Notes

* Current fees vary based on the estimated calculated value of the project for fee setting purposes.

City of Laguna Woods
Building and Planning Services Fee Study
Cost of Service Calculation - Building Fees
(New Construction & Tenant Improvements)

Hourly Rate		\$138	Proposed Fee						Proposed Cost Recovery				
Occupancy Classification		Threshold SqFt	Plan Check	Plan Check Fee per Add'l 100 SF	Permit / Inspection	Permit / Insp. Fee per Add'l 100 SF	Total	Total Fee Per Add'l 100 SF	Proposed Fee	Cost of Svc PC & Prmt Base Cost	Proposed Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
1	Shell Building New Construction	500	\$1,033	\$24.11	\$1,033	\$44.77	\$2,066	\$68.88	\$2,066	\$2,066	100%	\$2,066	100%
		2,000	\$1,395	\$15.50	\$1,705	\$18.94	\$3,100	\$34.44	\$3,100	\$3,100	100%	\$3,100	100%
		5,000	\$1,860	\$9.30	\$2,273	\$11.37	\$4,133	\$20.66	\$4,133	\$4,133	100%	\$4,133	100%
		10,000	\$2,325	\$4.30	\$2,841	\$12.91	\$5,166	\$17.22	\$5,166	\$5,166	100%	\$5,166	100%
		20,000	\$2,755	varies	\$4,133	varies	\$6,888	varies	\$6,888	\$6,888	100%	\$6,888	100%
		> 20,000	varies		varies		varies		varies	varies		deposit	
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$241	\$80.36	\$448	\$149.24	\$689	\$229.60	\$689	\$689	100%	\$689	100%
		250	\$362	\$48.22	\$672	\$89.54	\$1,033	\$137.76	\$1,033	\$1,033	100%	\$1,033	100%
		500	\$482	\$24.11	\$895	\$44.77	\$1,378	\$68.88	\$1,378	\$1,378	100%	\$1,378	100%
		1,000	\$603	\$11.25	\$1,119	\$20.89	\$1,722	\$32.14	\$1,722	\$1,722	100%	\$1,722	100%
		2,500	\$771	varies	\$1,433	varies	\$2,204	varies	\$2,204	\$2,204	100%	\$2,204	100%
		> 2,500	varies		varies		varies		varies	varies		deposit	
3	All Other New Construction	500	\$1,653	\$38.57	\$1,653	\$71.63	\$3,306	\$110.21	\$3,306	\$3,306	100%	\$3,306	100%
		2,000	\$2,232	\$24.80	\$2,728	\$30.31	\$4,959	\$55.10	\$4,959	\$4,959	100%	\$4,959	100%
		5,000	\$2,976	\$14.88	\$3,637	\$18.18	\$6,612	\$33.06	\$6,612	\$6,612	100%	\$6,612	100%
		10,000	\$3,719	\$6.89	\$4,546	\$20.66	\$8,265	\$27.55	\$8,265	\$8,265	100%	\$8,265	100%
		20,000	\$4,408	varies	\$6,612	varies	\$11,021	varies	\$11,021	\$11,021	100%	\$11,021	100%
		> 20,000	varies		varies		varies		varies	varies		deposit	
4	Tenant Improvements New Construction	250	\$193	\$38.57	\$358	\$71.63	\$551	\$110.21	\$551	\$551	100%	\$551	100%
		500	\$289	\$19.29	\$537	\$35.82	\$827	\$55.10	\$827	\$827	100%	\$827	100%
		1,000	\$386	\$6.43	\$716	\$11.94	\$1,102	\$18.37	\$1,102	\$1,102	100%	\$1,102	100%
		2,500	\$482	\$6.27	\$895	\$11.64	\$1,378	\$17.91	\$1,378	\$1,378	100%	\$1,378	100%
		5,000	\$639	varies	\$1,186	varies	\$1,825	varies	\$1,825	\$1,825	100%	\$1,825	100%
		> 5,000	varies		varies		varies		varies	varies		deposit	

Notes

* Current fees vary based on the estimated calculated value of the project for fee setting purposes.

Calculation of the Costs of Providing Fee Related Services

Planning

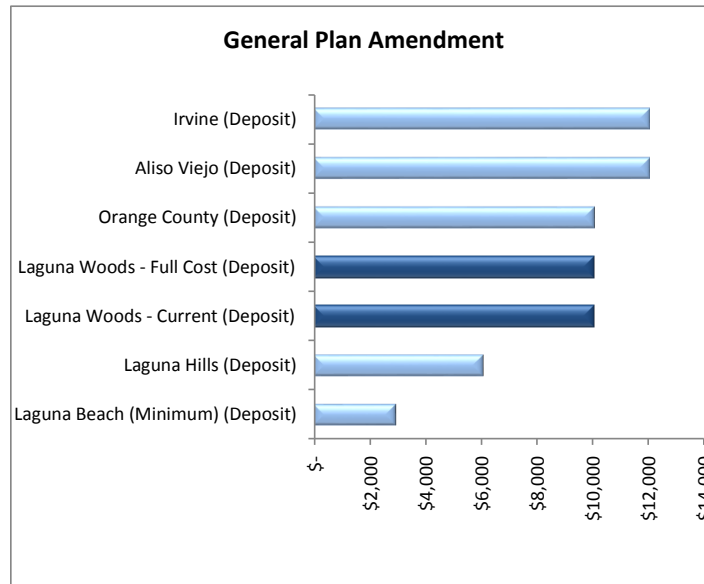
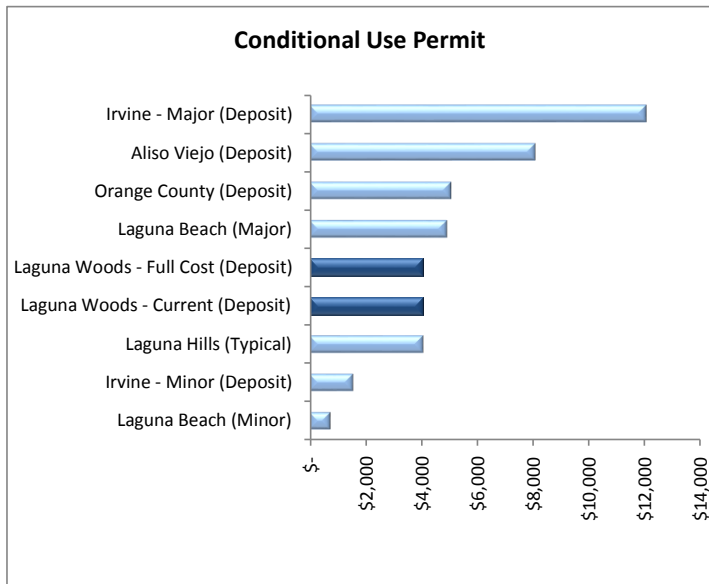
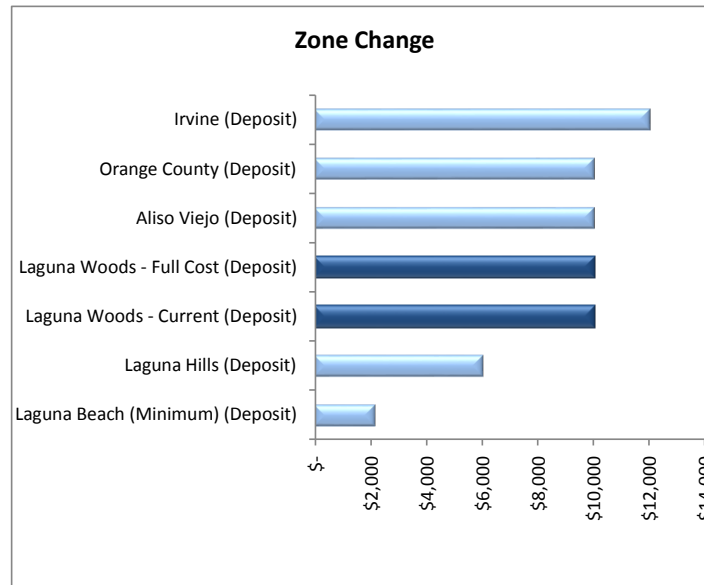
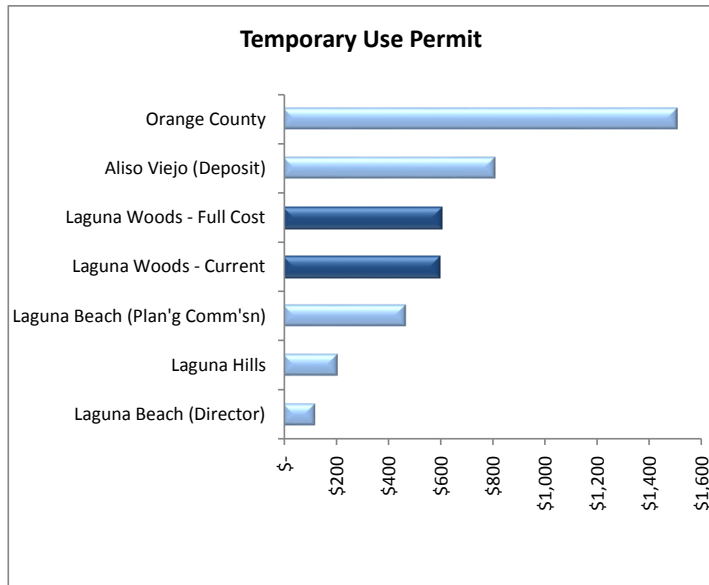
City of Laguna Woods
Building and Planning Services Fee Study
Cost of Service Calculation - Planning Fees

Fee Description		Cost of Service (Summary)					Volume and Revenue Statistics					Notes	
		Est. Labor Time (Hours)	x	Targeted Hourly Rate	=	Cost of Service	Current Fee		Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery			Modified Cost Recovery
1	Community Facilities Yearly Sign Permit	0.50	x	\$150	=	\$75	\$74	Flat	99%	\$75	Flat	100%	[a] [b] [c]
2	Film Permit	4.00	x	\$150	=	\$600	\$592	Flat	99%	\$600	Flat	100%	
3	Med. Marijuana Dispensary Permit - Renewal	12.50	x	\$150	=	\$1,875	\$1,850	Flat	99%	\$1,850	Flat	99%	
4	Notice of Exemption	2.00	x	\$150	=	\$300	\$296	Flat	99%	\$300	Flat	100%	
5	Outdoor Seating Permit	2.50	x	\$150	=	\$375	\$370	Flat	99%	\$375	Flat	100%	
6	Sign Permit - Part of Sign Program	0.50	x	\$150	=	\$75	\$74	Flat	99%	\$75	Flat	100%	
7	Sign Permit - Permanent	2.00	x	\$150	=	\$300	\$296	Flat	99%	\$300	Flat	100%	
8	Sign Permit - Temporary	0.50	x	\$150	=	\$75	\$74	Flat	99%	\$75	Flat	100%	
9	Special Event Permit	2.00	x	\$150	=	\$300	\$296	Flat	99%	\$300	Flat	100%	
10	Temporary Use Permit	4.00	x	\$150	=	\$600	\$592	Flat	99%	\$600	Flat	100%	
11	Tree Removal Permit	1.50	x	\$150	=	\$225	\$222	Flat	99%	\$225	Flat	100%	
12	Zoning Letter	1.25	x	\$150	=	\$188	\$185	Flat	99%	\$188	Flat	100%	
13	Appeal (City Council)	14.50	x	\$150	=	\$2,175	\$500	Flat	23%	\$500	Flat	23%	
Deposit-Based Fee Services												[d]	
14	Change Plan	16.00	x	\$150	=	\$2,400	n/a	Flat	varies	\$2,000	Deposit	100%	[e]
15	Conditional Use Permit	28.75	x	\$150	=	\$4,313	\$4,000	Deposit	100%	\$4,000	Deposit	100%	[b]
16	Development Agreement	133.50	x	\$150	=	\$20,025	\$10,000	Deposit	100%	\$10,000	Deposit	100%	
17	Environmental Impact Report	varies	x	\$150	=	varies	\$10,000	Deposit	100%	\$10,000	Deposit	100%	
18	General Plan Amendment	131.50	x	\$150	=	\$19,725	\$10,000	Deposit	100%	\$10,000	Deposit	100%	
19	Zoning Code Amendment	131.50	x	\$150	=	\$19,725	\$10,000	Deposit	100%	\$10,000	Deposit	100%	
20	Initial Study/Neg. Dec./Mitigated Neg Dec.	varies	x	\$150	=	varies	\$5,000	Deposit	100%	\$5,000	Deposit	100%	
21	Med. Marijuana Dispensary Permit - Initial	29.50	x	\$150	=	\$4,425	\$4,000	Deposit	100%	\$4,000	Deposit	100%	
22	Sign Program	19.00	x	\$150	=	\$2,850	\$2,500	Deposit	100%	\$2,500	Deposit	100%	
23	Site Development Permit	28.00	x	\$150	=	\$4,200	\$4,000	Deposit	100%	\$4,000	Deposit	100%	
24	Specific Plan	133.50	x	\$150	=	\$20,025	\$10,000	Deposit	100%	\$10,000	Deposit	100%	
25	Variance	25.00	x	\$150	=	\$3,750	\$3,500	Deposit	100%	\$3,500	Deposit	100%	
26	Zone Change	116.50	x	\$150	=	\$17,475	\$10,000	Deposit	100%	\$10,000	Deposit	100%	
27	Other Services Not Identified	varies	x	\$150	=	varies	varies	Deposit	100%	varies	Deposit	100%	

- Notes**
- [a] Film permit fee applies for major filming (production)
- [b] Medical Marijuana Dispensary permit fees were not examined as part of this study due to the City's moratorium on medical marijuana dispensaries.
- [c] Notice of Exemption fee includes a pass-through of any County filing fees.
- [d] For deposit amounts, revenue at current fee assumes \$95 billing rate with a 40% citywide overhead rate, multiplied by estimated project hours and annual volume.
- [e] The Change Plan Fee is proposed to transition from a flat fee to a deposit-based fee. The current fee is \$1,406.

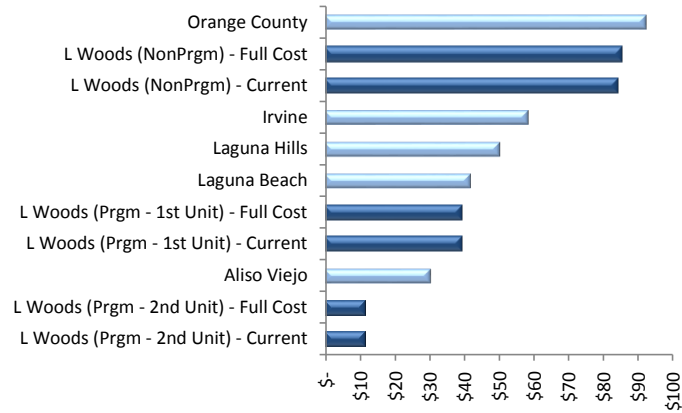
Regional Fee Comparison

City of Laguna Woods
 Building and Planning Services Fee Study
 Regional Comparison of Estimated Fees for Selected Services



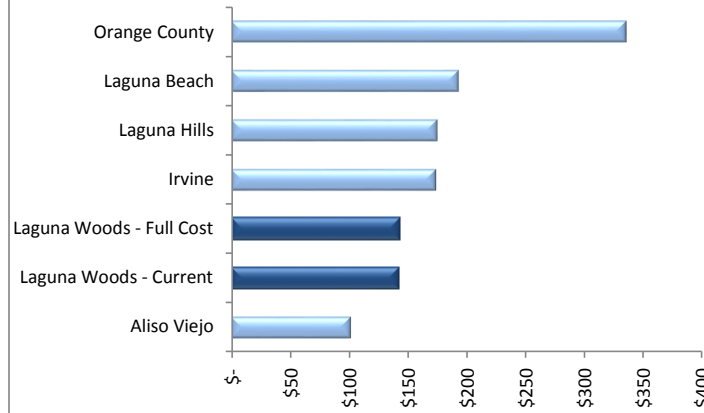
* Comparison agency fee estimates are shown for illustrative purposes only. They are based on ClearSource's interpretation of agency fee schedules and/or verbal feedback received from agency representatives, typically counter technicians. All amounts shown should be considered estimates, subject to change based on factors such as calculated valuation of the project, square footage, review complexity, etc.

Water Heater Replacement



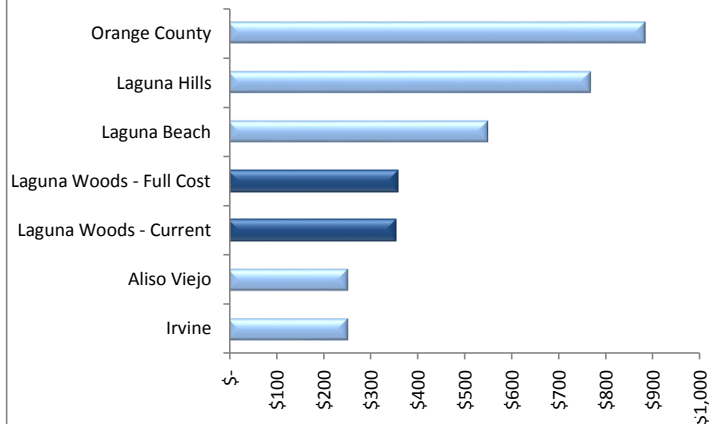
***Typically, more than 80% of water heater change-outs in Laguna Woods pay the program fee rather than the non-program fee**

Re-Roof (Up to 1,000 SF)



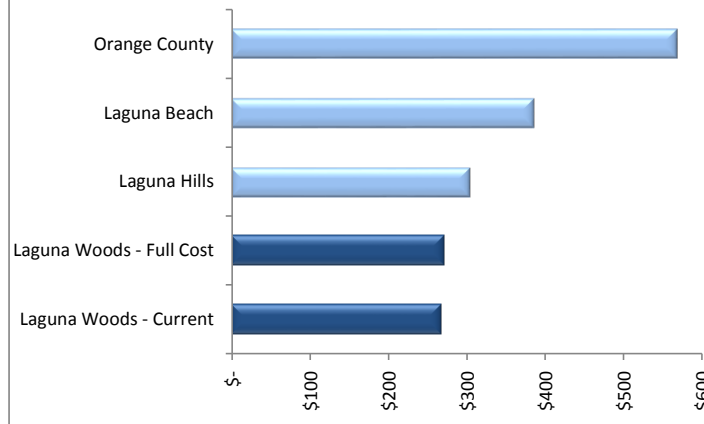
***Fees are estimates - actual amounts may vary depending on actual square footage, calculated value of re-roof, etc.**

Kitchen Alteration/Remodel



***Fees are estimates - actual amounts may vary depending on fixture counts, calculated value of remodel, etc.**

Patio Enclosure



***Fees are estimates - actual amounts may vary depending on calculated value of construction project, type of enclosure, etc.**

* Comparison agency fee estimates are shown for illustrative purposes only. They are based on ClearSource's interpretation of agency fee schedules and/or verbal feedback received from agency representatives, typically counter technicians. All amounts shown should be considered estimates, subject to change based on factors such as calculated valuation of the project, square footage, review complexity, etc.

Working Version of the Master Fee Schedule

City of Laguna Woods

Working Version of the Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

	Fee Description	Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Increase (Decrease) Amount	Modified Cost Recovery	Notes
1	Water Heater Change Out (Non-Program)	\$84	\$85	99%	\$85	\$1	100%	
2	Water Heater Change Out (Program) - First Unit	\$39	\$39	99%	\$39	\$0	100%	[b]
3	Water Heater Change Out (Program) - Each Add'l Unit	\$11	\$11	99%	\$11	\$0	100%	[b]
4	Water Heater Relocation	\$141	\$142	99%	\$142	\$2	100%	
5	Dishwasher Change Out	\$84	\$85	99%	\$85	\$1	100%	
6	Tub to Tub Insert Only	\$141	\$142	99%	\$142	\$2	100%	
7	Tub to Tub Tile Back Only	\$197	\$200	99%	\$200	\$2	100%	
8	Shower to Shower Insert Only	\$141	\$142	99%	\$142	\$2	100%	
9	Shower to Shower Tile Only	\$254	\$257	99%	\$257	\$3	100%	
10	Tub to Shower Only	\$254	\$257	99%	\$257	\$3	100%	
11	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$84	\$85	99%	\$85	\$1	100%	
12	Water/Drain Line (Install/Alter/Repair) with Structural	\$238	\$241	99%	\$241	\$3	100%	
13	Line Repair (CIPP)/Svc Install - First 30 LF	\$84	\$85	99%	\$85	\$1	100%	
14	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$57	\$57	99%	\$57	\$1	100%	
15	New HVAC / HVAC Change Out (Central System) - Residential	\$141	\$142	99%	\$142	\$1	100%	
16	New HVAC / HVAC Change Out (All Others) - Residential	\$84	\$85	99%	\$85	\$1	100%	
17	Electrical - Fixtures and Receptacles	\$84	\$85	99%	\$85	\$1	100%	
18	Washer/Dryer Hook Up	\$112	\$114	99%	\$114	\$1	100%	
19	Electrical Wheelchair Lift	\$413	\$418	99%	\$418	\$5	100%	
20	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$141	\$142	99%	\$142	\$2	100%	[c]
21	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	\$27	\$28	99%	\$28	\$0	100%	[c]
22	Re-Roof (All Other) - First 1,000 SF	\$141	\$142	99%	\$142	\$2	100%	[c]
23	Re-Roof (All Other) - Each Add'l 5,000 SF	\$27	\$28	99%	\$28	\$0	100%	[c]
24	Fenestration - Skylights/Solartubes (1 Hr. Buildings)	\$182	\$184	99%	\$184	\$2	100%	
25	Fenestration - Skylights/Solartubes (All Others)	\$182	\$114	160%	\$114	(\$68)	100%	
26	Fenestration - Window Retrofit	\$210	\$114	185%	\$114	(\$96)	100%	
27	Fenestration - Doors/Windows (One New - Framed)	\$210	\$212	99%	\$212	\$3	100%	[d]
28	Structural, Drywall	\$125	\$126	99%	\$126	\$1	100%	
29	Structural, Insulation, Drywall	\$182	\$184	99%	\$184	\$2	100%	
30	Lath	\$182	\$184	99%	\$184	\$2	100%	
31	Structural, Insulation, Lath	\$295	\$298	99%	\$298	\$4	100%	
32	Structural, Insulation, Shear, Lath	\$488	\$494	99%	\$494	\$6	100%	
33	Framing/Structural - 1 inspection	\$261	\$264	99%	\$264	\$3	100%	[a] [e]
34	Framing/Structural - 2 inspections	\$318	\$321	99%	\$321	\$4	100%	[a] [e]
35	Framing/Structural - 3 inspections	\$374	\$379	99%	\$379	\$4	100%	[a] [e]
36	Temporary Shade Structure (Commercial)	\$220	\$223	99%	\$223	\$3	100%	
37	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$175	\$177	99%	\$177	\$2	100%	
38	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$265	\$269	99%	\$269	\$3	100%	
39	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$441	\$447	99%	\$447	\$5	100%	
40	Alteration - Residential (Res.) Kitchen	\$352	\$356	99%	\$356	\$4	100%	
41	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$408	\$413	99%	\$413	\$5	100%	
42	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$465	\$471	99%	\$471	\$6	100%	
43	Alteration - Res. Kitchen, plus 1 Bath	\$408	\$413	99%	\$413	\$5	100%	
44	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$465	\$471	99%	\$471	\$6	100%	
45	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	\$465	\$471	99%	\$471	\$6	100%	

City of Laguna Woods								
Working Version of the Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items								
Fee Description		Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Increase (Decrease) Amount	Modified Cost Recovery	Notes
46	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	\$522	\$528	99%	\$528	\$6	100%	[f]
47	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND	\$522	\$528	99%	\$528	\$6	100%	
48	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND	\$579	\$585	99%	\$585	\$7	100%	
49	Alteration/Remodel - Res. 1 Bath	\$238	\$241	99%	\$241	\$3	100%	
50	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$352	\$356	99%	\$356	\$4	100%	
51	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$408	\$413	99%	\$413	\$5	100%	
52	Room Addition	\$817	\$827	99%	\$827	\$10	100%	
53	Alteration/Remodel w/ Room Addition	\$1,157	\$1,171	99%	\$1,171	\$14	100%	
54	Sign (Wall) - First	\$152	\$154	99%	\$154	\$2	100%	
55	Sign (Wall) - Each Add'l	\$11	\$11	99%	\$11	\$0	100%	
56	Sign (Monument) - First	\$243	\$246	99%	\$246	\$3	100%	
57	Sign (Monument) - Each Add'l	\$23	\$23	99%	\$23	\$0	100%	
58	Parking - Recoating and Restriping	\$186	\$188	99%	\$188	\$2	100%	
59	Antenna - Telecommunications	\$470	\$475	99%	\$475	\$6	100%	
60	Antenna - Equipment Shelter	\$209	\$211	99%	\$211	\$2	100%	
61	Solar - Residential Systems (Expedited Process)	\$209	\$211	99%	\$211	\$2	100%	
62	Solar - Residential Systems (All Others)	\$390	\$395	99%	\$395	\$5	100%	
63	Solar - Commercial Systems	\$1,000	\$1,130	89%	\$1,000	\$0	89%	
64	Demolition - Residential Interior	\$182	\$184	99%	\$184	\$2	100%	
65	Demolition - Residential (All Other)	\$182	\$85	214%	\$85	(\$97)	100%	
66	Demolition - Non-Residential	\$182	\$344	53%	\$344	\$163	100%	
67	Certificate of Occupancy - Temporary	\$84	\$85	99%	\$85	\$1	100%	
68	Certificate of Occupancy	\$254	\$257	99%	\$257	\$3	100%	
69	Miscellaneous/All Other - First Inspection	\$84	\$85	99%	\$85	\$1	100%	
70	Miscellaneous/All Other - Each Add'l Inspection	\$57	\$57	99%	\$57	\$1	100%	
71	Miscellaneous/All Other - Plan Check (Per Hr)	\$136	\$138	99%	\$138	\$2	100%	
72	Work Without Permit	\$163	\$165	99%	\$165	\$2	100%	
73	Re-Inspection - Missed Appointment	\$57	\$57	99%	\$57	\$1	100%	
74	Additional Inspections	\$84	\$85	99%	\$85	\$1	100%	
75	Replacement Job Card	\$20	\$34	58%	\$34	\$14	100%	
76	Cancelled Permit Refund Processing Fee	\$20	\$69	29%	\$25	\$5	36%	
77	State Energy Form Assistance (Upon Request) (Per Page)	\$4	\$34	12%	\$4	\$0	12%	
78	Building and Safety Appeal Application	\$136	\$138	99%	\$138	\$2	100%	
79	Alternate Materials Method Review (Per Hr)	\$136	\$138	99%	\$138	\$2	100%	
80	Inspection Outside of Normal Business Hours (Per Hr)	\$170	\$172	99%	\$172	\$2	100%	

Notes

[a] The City uses specialized service providers to process certain plan review and inspection activities. These specialized services include, but are not limited to, structural engineering review services and specialized inspection services. The modified fees are intended to reflect the estimated costs of all typical plan review and inspection services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

[b] Photo inspection.

[c] For purposes of calculating re-roof fees, fractional square footages shall be rounded up to the nearest 1,000 SF. For example 1,600 SF shall be rounded to 2,000 SF.

[d] For Installation of multiple doors or windows see Framing/Structural fees.

[e] Examples of items included in this fee include post, beam, beamtail, raftertail, corbel, shearpanel, and truss repair/replacement.

[f] Fee for ceiling scrapes, lead paint removal, floor removal, etc.

City of Laguna Woods								
Working Version of the Schedule of Building Fees								
New Construction and Non-Residential Tenant Improvements								
Construction Class		SqFt	Current Fee	Est. Cost of Svc	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Increase (Decrease) Amount	Modified Cost Recovery
1	Shell Building New Construction	500	\$2,042	\$2,066	99%	\$2,066	\$24	100%
		2,000	\$3,063	\$3,100	99%	\$3,100	\$37	100%
		5,000	\$4,084	\$4,133	99%	\$4,133	\$49	100%
		10,000	\$5,105	\$5,166	99%	\$5,166	\$61	100%
		20,000	\$6,807	\$6,888	99%	\$6,888	\$81	100%
		> 20,000	varies	varies		deposit		
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$681	\$689	99%	\$689	\$8	100%
		250	\$1,021	\$1,033	99%	\$1,033	\$12	100%
		500	\$1,361	\$1,378	99%	\$1,378	\$16	100%
		1,000	\$1,702	\$1,722	99%	\$1,722	\$20	100%
		2,500	\$2,178	\$2,204	99%	\$2,204	\$26	100%
		> 2,500	varies	varies		deposit		
3	All Other New Construction	500	\$3,267	\$3,306	99%	\$3,306	\$39	100%
		2,000	\$4,901	\$4,959	99%	\$4,959	\$59	100%
		5,000	\$6,534	\$6,612	99%	\$6,612	\$78	100%
		10,000	\$8,168	\$8,265	99%	\$8,265	\$98	100%
		20,000	\$10,890	\$11,021	99%	\$11,021	\$130	100%
		> 20,000	varies	varies		deposit		
4	Tenant Improvements New Construction	250	\$545	\$551	99%	\$551	\$7	100%
		500	\$817	\$827	99%	\$827	\$10	100%
		1,000	\$1,089	\$1,102	99%	\$1,102	\$13	100%
		2,500	\$1,361	\$1,378	99%	\$1,378	\$16	100%
		5,000	\$1,804	\$1,825	99%	\$1,825	\$22	100%
		> 5,000	varies	varies		deposit		

Notes

[a] The City uses specialized service providers to process certain plan review and inspection activities. These specialized services include, but are not limited to, structural engineering review services and specialized inspection services. The proposed fees are intended to reflect the estimated costs of all typical plan review and inspection services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

City of Laguna Woods							
Working Version of the Schedule of Planning Fees							

	Fee Description	Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Increase (Decrease) Amount	Modified Cost Recovery	Notes
	Fixed Fee Services							
1	Community Facilities Yearly Sign Permit	\$74	\$75	99%	\$75	\$1	100%	
2	Film Permit	\$592	\$600	99%	\$600	\$8	100%	[a]
3	Med. Marijuana Dispensary Permit - Renewal	\$1,850	\$1,875	99%	\$1,850	\$0	99%	
4	Notice of Exemption	\$296	\$300	99%	\$300	\$4	100%	[b]
5	Outdoor Seating Permit	\$370	\$375	99%	\$375	\$5	100%	
6	Sign Permit - Part of Sign Program	\$74	\$75	99%	\$75	\$1	100%	
7	Sign Permit - Permanent	\$296	\$300	99%	\$300	\$4	100%	
8	Sign Permit - Temporary	\$74	\$75	99%	\$75	\$1	100%	
9	Special Event Permit	\$296	\$300	99%	\$300	\$4	100%	
10	Temporary Use Permit	\$592	\$600	99%	\$600	\$8	100%	
11	Tree Removal Permit	\$222	\$225	99%	\$225	\$3	100%	
12	Zoning Letter	\$185	\$188	99%	\$188	\$3	100%	
13	Appeal (City Council)	\$500	\$2,175	23%	\$500	\$0	23%	

	Fee Description	Current Initial Deposit	Est. Cost of Service	Current Cost Recovery	Modified Deposit [c]	Increase (Decrease)	Modified Cost Recovery	Notes
	Deposit-Based Fee Services							
14	Change Plan	n/a	\$2,400	varies	\$2,000		100%	[d]
15	Conditional Use Permit	\$4,000	\$4,313	100%	\$4,000	\$0	100%	
16	Development Agreement	\$10,000	\$20,025	100%	\$10,000	\$0	100%	
17	Environmental Impact Report	\$10,000	varies	100%	\$10,000	\$0	100%	
18	General Plan Amendment	\$10,000	\$19,725	100%	\$10,000	\$0	100%	
19	Zoning Code Amendment	\$10,000	\$19,725	100%	\$10,000	\$0	100%	
20	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$5,000	varies	100%	\$5,000	\$0	100%	
21	Med. Marijuana Dispensary Permit - Initial	\$4,000	\$4,425	100%	\$4,000	\$0	100%	
22	Sign Program	\$2,500	\$2,850	100%	\$2,500	\$0	100%	
23	Site Development Permit	\$4,000	\$4,200	100%	\$4,000	\$0	100%	
24	Specific Plan	\$10,000	\$20,025	100%	\$10,000	\$0	100%	
25	Variance	\$3,500	\$3,750	100%	\$3,500	\$0	100%	
26	Zone Change	\$10,000	\$17,475	100%	\$10,000	\$0	100%	
27	Other Services Not Identified	varies	varies	100%	varies			

Notes

[a] Film permit fee applies for major filming (production).

[b] Proposed notice of exemption fee includes a pass-through of any County filing fees.

[c] For deposit-based fees, the City intends to recover 100% of the costs of service including the actual costs of any contract service providers and internal City support.

[d] The Change Plan Fee is proposed to transition from a flat fee to a deposit-based fee. The current fee is \$1,406.

Master Fee Schedule

City of Laguna Woods

Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
1	Water Heater Change Out (Non-Program)	\$85	
2	Water Heater Change Out (Program) - First Unit	\$39	[b]
3	Water Heater Change Out (Program) - Each Add'l Unit	\$11	[b]
4	Water Heater Relocation	\$142	
5	Dishwasher Change Out	\$85	
6	Tub to Tub Insert Only	\$142	
7	Tub to Tub Tile Back Only	\$200	
8	Shower to Shower Insert Only	\$142	
9	Shower to Shower Tile Only	\$257	
10	Tub to Shower Only	\$257	
11	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$85	
12	Water/Drain Line (Install/Alter/Repair) with Structural	\$241	
13	Line Repair (CIPP)/Svc Install - First 30 LF	\$85	
14	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$57	
15	New HVAC / HVAC Change Out (Central System) - Residential	\$142	
16	New HVAC / HVAC Change Out (All Others) - Residential	\$85	
17	Electrical - Fixtures and Receptacles	\$85	
18	Washer/Dryer Hook Up	\$114	
19	Electrical Wheelchair Lift	\$418	
20	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$142	[c]
21	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	\$28	[c]
22	Re-Roof (All Other) - First 1,000 SF	\$142	[c]
23	Re-Roof (All Other) - Each Add'l 5,000 SF	\$28	[c]
24	Fenestration - Skylights/Solartubes (1 Hr. Buildings)	\$184	
25	Fenestration - Skylights/Solartubes (All Others)	\$114	
26	Fenestration - Window Retrofit	\$114	
27	Fenestration - Doors/Windows (One New - Framed)	\$212	[d]
28	Structural, Drywall	\$126	
29	Structural, Insulation, Drywall	\$184	
30	Lath	\$184	
31	Structural, Insulation, Lath	\$298	
32	Structural, Insulation, Shear, Lath	\$494	
33	Framing/Structural - 1 inspection	\$264	[e]
34	Framing/Structural - 2 inspections	\$321	[e]
35	Framing/Structural - 3 inspections	\$379	[e]
36	Temporary Shade Structure (Commercial)	\$223	
37	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$177	
38	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$269	
39	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$447	
40	Alteration - Residential (Res.) Kitchen	\$356	

City of Laguna Woods

Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
41	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$413	[f]
42	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$471	
43	Alteration - Res. Kitchen, plus 1 Bath	\$413	
44	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$471	
45	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	\$471	
46	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	\$528	
47	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$528	
48	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	\$585	
49	Alteration/Remodel - Res. 1 Bath	\$241	
50	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$356	
51	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$413	
52	Room Addition	\$827	
53	Alteration/Remodel w/ Room Addition	\$1,171	
54	Sign (Wall) - First	\$154	
55	Sign (Wall) - Each Add'l	\$11	
56	Sign (Monument) - First	\$246	
57	Sign (Monument) - Each Add'l	\$23	
58	Parking - Recoating and Restriping	\$188	
59	Antenna - Telecommunications	\$475	
60	Antenna - Equipment Shelter	\$211	
61	Solar - Residential Systems (Expedited Process)	\$211	
62	Solar - Residential Systems (All Others)	\$395	
63	Solar - Commercial Systems	\$1,000	
64	Demolition - Residential Interior	\$184	
65	Demolition - Residential (All Other)	\$85	
66	Demolition - Non-Residential	\$344	
67	Certificate of Occupancy - Temporary	\$85	
68	Certificate of Occupancy	\$257	
69	Miscellaneous/All Other - First Inspection	\$85	
70	Miscellaneous/All Other - Each Add'l Inspection	\$57	
71	Miscellaneous/All Other - Plan Check (Per Hr)	\$138	
72	Work Without Permit	\$165	
73	Re-Inspection - Missed Appointment	\$57	
74	Additional Inspections	\$85	
75	Replacement Job Card	\$34	
76	Cancelled Permit Refund Processing Fee	\$25	
77	State Energy Form Assistance (Upon Request) (Per Page)	\$4	
78	Building and Safety Appeal Application	\$138	
79	Alternate Materials Method Review (Per Hr)	\$138	
80	Inspection Outside of Normal Business Hours (Per Hr)	\$172	

City of Laguna Woods

Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description	[a] Fee Assuming Full or Targeted Cost Recovery	Notes
-----------------	---	-------

Notes

[a] The City uses specialized service providers to process certain plan review and inspection activities. These specialized services include, but are not limited to, structural engineering review services and specialized inspection services. The proposed fees are intended to reflect the estimated costs of all typical plan review and inspection services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

[b] Photo inspection.

[c] For purposes of calculating re-roof fees, fractional square footages shall be rounded up to the nearest 1,000 SF. For example 1,600 SF shall be rounded to 2,000 SF.

[d] For Installation of multiple doors or windows see Framing/Structural fees.

[e] Examples of items included in this fee include post, beam, beamtail, raftertail, corbel, shearpanel, and truss repair/replacement.

[f] Fee for ceiling scrapes, lead paint removal, floor removal, etc.

City of Laguna Woods

Schedule of Building Fees - New Construction and Non-Residential Tenant Improvements

			Plan Check [a]		Permit [a]		Total [a]	
			Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF
Description		Project Size Threshold						
1	Shell Building New Construction	500	\$1,033	\$24.11	\$1,033	\$44.77	\$2,066	\$68.88
		2,000	\$1,395	\$15.50	\$1,705	\$18.94	\$3,100	\$34.44
		5,000	\$1,860	\$9.30	\$2,273	\$11.37	\$4,133	\$20.66
		10,000	\$2,325	\$4.30	\$2,841	\$12.91	\$5,166	\$17.22
		20,000	\$2,755	varies	\$4,133	varies	\$6,888	varies
		> 20,000	varies		varies		varies	
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$241	\$80.36	\$448	\$149.24	\$689	\$229.60
		250	\$362	\$48.22	\$672	\$89.54	\$1,033	\$137.76
		500	\$482	\$24.11	\$895	\$44.77	\$1,378	\$68.88
		1,000	\$603	\$11.25	\$1,119	\$20.89	\$1,722	\$32.14
		2,500	\$771	varies	\$1,433	varies	\$2,204	varies
		> 2,500	varies		varies		varies	
3	All Other New Construction	500	\$1,653	\$38.57	\$1,653	\$71.63	\$3,306	\$110.21
		2,000	\$2,232	\$24.80	\$2,728	\$30.31	\$4,959	\$55.10
		5,000	\$2,976	\$14.88	\$3,637	\$18.18	\$6,612	\$33.06
		10,000	\$3,719	\$6.89	\$4,546	\$20.66	\$8,265	\$27.55
		20,000	\$4,408	varies	\$6,612	varies	\$11,021	varies
		> 20,000	varies		varies		varies	
4	Tenant Improvements New Construction	250	\$193	\$38.57	\$358	\$71.63	\$551	\$110.21
		500	\$289	\$19.29	\$537	\$35.82	\$827	\$55.10
		1,000	\$386	\$6.43	\$716	\$11.94	\$1,102	\$18.37
		2,500	\$482	\$6.27	\$895	\$11.64	\$1,378	\$17.91
		5,000	\$639	varies	\$1,186	varies	\$1,825	varies
		> 5,000	varies		varies		varies	

[a] The City uses specialized service providers to process certain plan review and inspection activities. These specialized services include, but are not limited to, structural engineering review services and specialized inspection services. The proposed fees are intended to reflect the estimated costs of all typical plan review and inspection services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

City of Laguna Woods

Schedule of Building Fees

Fee Description		Fee *	Notes
	Strong Motion Instrumentation (SMI)		
	Fee Calculation		
1	Residential	\$0.50 or valuation x .0001	
2	Commercial	\$0.50 or valuation x .00021	
	Building Standards Administration Special Revolving Fund (SB 1473) Fee Calculation		[a]
3	Valuation:		
	a) \$1 - \$25,000	\$1	
	b) \$25,001 - \$50,000	\$2	
	c) \$50,001 - \$75,000	\$3	
	d) \$75,001 - \$100,000	\$4	
	e) Every \$25,000 or fraction thereof above \$100,000	Add \$1	

Notes

[a] Source: California Health and Safety Code Section 18931.6

* Project valuation shall be determined by project amount submitted by permit applicant, or most current International Code Council (ICC) published Building Valuation Table as published in the Building Safety Journal, or by RS Means Square Foot Costs Manual, where ICC data is not available.

City of Laguna Woods

Schedule of Planning Fees

Fee Description		Fee Assuming Full or Targeted Cost Recovery	Notes
Fixed Fee Services			
1	Community Facilities Yearly Sign Permit	\$75	
2	Film Permit	\$600	[a]
3	Med. Marijuana Dispensary Permit - Renewal	\$1,850	
4	Notice of Exemption	\$300	[b]
5	Outdoor Seating Permit	\$375	
6	Sign Permit - Part of Sign Program	\$75	
7	Sign Permit - Permanent	\$300	
8	Sign Permit - Temporary	\$75	
9	Special Event Permit	\$300	
10	Temporary Use Permit	\$600	
11	Tree Removal Permit	\$225	
12	Zoning Letter	\$188	
13	Appeal (City Council)	\$500	

Fee Description		Initial Deposit	Notes
Deposit-Based Fee Services			[c]
14	Change Plan	\$2,000	
15	Conditional Use Permit	\$4,000	
16	Development Agreement	\$10,000	
17	Environmental Impact Report	\$10,000	
18	General Plan Amendment	\$10,000	
19	Zoning Code Amendment	\$10,000	
20	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$5,000	
21	Med. Marijuana Dispensary Permit - Initial	\$4,000	
22	Sign Program	\$2,500	
23	Site Development Permit	\$4,000	
24	Specific Plan	\$10,000	
25	Variance	\$3,500	
26	Zone Change	\$10,000	
27	Other Services Not Identified	varies	

Notes

[a] Film permit fee applies for major filming (production).

[b] A pass-through of any County filing fees will also be collected from the applicant.

[c] For deposit-based fees, the City intends to recover 100% of the costs of service including the actual costs of any contract service providers and internal City support.

This page is intentionally blank.

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED BUILDING AND PLANNING SERVICES FEES

WHEREAS, pursuant to applicable California law, cities may charge rates or fees that are equal to or less than the reasonably anticipated costs of providing the service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

WHEREAS, the City of Laguna Woods retained a qualified consultant to prepare a Building and Planning Services Fee Study and Central Services Cost Allocation Study upon which to base building and planning services fee calculations, both studies are now complete, and such studies were presented to the City Council and public at the regular meeting on April 20, 2016; and

WHEREAS, the City Council conducted a duly noticed public hearing at its regular meeting on April 16, 2016 regarding the proposed adoption of new and increased or modified building and planning services fees; and

WHEREAS, public noticing for the aforementioned public hearing exceeded the public notice required by law with two publication dates (March 31, 2016 and April 7, 2016) in the *Laguna Woods Globe*; and

WHEREAS, the building and planning services fee schedule attached hereto as Exhibit A, the Building and Planning Services Fee Study, and the Central Services Cost Allocation Study were made available to the public at or from Laguna Woods City Hall and on the City's website beginning on March 31, 2016; and

WHEREAS, after consideration of the information provided by City staff, the information contained in the Building and Planning Services Fee Study and the Central Services Cost Allocation Study, and all public comments and testimony received, the City Council finds that it is in the best interest of the City to adopt new and increase or modify fees for building and planning services.

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

SECTION 1. The building and planning services fee schedule attached hereto as Exhibit A is hereby adopted to be effective beginning on June 20, 2016. In adopting such fees, City Council finds that the amount of the fees do not exceed the reasonable cost of providing the services for which the fees are charged, and relies in part on the Building and Planning Services Fee Study and the Central Services Cost Allocation Study in making such findings.

SECTION 2. Upon the effective date of the building and planning services fee schedule attached hereto as Exhibit A, all previous building and planning services fees adopted by resolution of the City Council shall be repealed.

SECTION 3. The action set forth in this resolution is not a project under the requirements of the California Environmental Quality Act (CEQA), pursuant to sections 15061(b)(3) and 15273 of the CEQA Guidelines.

SECTION 4. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2016.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Resolution No. 16-XX** was duly adopted by
the City Council of the City of Laguna Woods at a regular meeting thereof, held on
the XX day of XX 2016, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

YOLIE TRIPPY, Deputy City Clerk

This page is intentionally blank.



City of Laguna Woods
Proposed Building and Planning Services Fee Schedule
- March 2016 -

City of Laguna Woods

Proposed Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
1	Water Heater Change Out (Non-Program)	\$85	
2	Water Heater Change Out (Program) - First Unit	\$39	[b]
3	Water Heater Change Out (Program) - Each Add'l Unit	\$11	[b]
4	Water Heater Relocation	\$142	
5	Dishwasher Change Out	\$85	
6	Tub to Tub Insert Only	\$142	
7	Tub to Tub Tile Back Only	\$200	
8	Shower to Shower Insert Only	\$142	
9	Shower to Shower Tile Only	\$257	
10	Tub to Shower Only	\$257	
11	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$85	
12	Water/Drain Line (Install/Alter/Repair) with Structural	\$241	
13	Line Repair (CIPP)/Svc Install - First 30 LF	\$85	
14	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$57	
15	New HVAC / HVAC Change Out (Central System) - Residential	\$142	
16	New HVAC / HVAC Change Out (All Others) - Residential	\$85	
17	Electrical - Fixtures and Receptacles	\$85	
18	Washer/Dryer Hook Up	\$114	
19	Electrical Wheelchair Lift	\$418	
20	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$142	[c]
21	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	\$28	[c]
22	Re-Roof (All Other) - First 1,000 SF	\$142	[c]
23	Re-Roof (All Other) - Each Add'l 5,000 SF	\$28	[c]
24	Fenestration - Skylights/Solartubes (1 Hr. Buildings)	\$184	
25	Fenestration - Skylights/Solartubes (All Others)	\$114	
26	Fenestration - Window Retrofit	\$114	
27	Fenestration - Doors/Windows (One New - Framed)	\$212	[d]
28	Structural, Drywall	\$126	
29	Structural, Insulation, Drywall	\$184	
30	Lath	\$184	
31	Structural, Insulation, Lath	\$298	
32	Structural, Insulation, Shear, Lath	\$494	
33	Framing/Structural - 1 inspection	\$264	[e]
34	Framing/Structural - 2 inspections	\$321	[e]
35	Framing/Structural - 3 inspections	\$379	[e]
36	Temporary Shade Structure (Commercial)	\$223	
37	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$177	
38	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$269	
39	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$447	
40	Alteration - Residential (Res.) Kitchen	\$356	

City of Laguna Woods

Proposed Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
41	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$413	[f]
42	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$471	
43	Alteration - Res. Kitchen, plus 1 Bath	\$413	
44	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$471	
45	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	\$471	
46	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	\$528	
47	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$528	
48	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	\$585	
49	Alteration/Remodel - Res. 1 Bath	\$241	
50	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$356	
51	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$413	
52	Room Addition	\$827	
53	Alteration/Remodel w/ Room Addition	\$1,171	
54	Sign (Wall) - First	\$154	
55	Sign (Wall) - Each Add'l	\$11	
56	Sign (Monument) - First	\$246	
57	Sign (Monument) - Each Add'l	\$23	
58	Parking - Recoating and Restriping	\$188	
59	Antenna - Telecommunications	\$475	
60	Antenna - Equipment Shelter	\$211	
61	Solar - Residential Systems (Expedited Process)	\$211	
62	Solar - Residential Systems (All Others)	\$395	
63	Solar - Commercial Systems	\$1,000	
64	Demolition - Residential Interior	\$184	
65	Demolition - Residential (All Other)	\$85	
66	Demolition - Non-Residential	\$344	
67	Certificate of Occupancy - Temporary	\$85	
68	Certificate of Occupancy	\$257	
69	Miscellaneous/All Other - First Inspection	\$85	
70	Miscellaneous/All Other - Each Add'l Inspection	\$57	
71	Miscellaneous/All Other - Plan Check (Per Hr)	\$138	
72	Work Without Permit	\$165	
73	Re-Inspection - Missed Appointment	\$57	
74	Additional Inspections	\$85	
75	Replacement Job Card	\$34	
76	Cancelled Permit Refund Processing Fee	\$25	
77	State Energy Form Assistance (Upon Request) (Per Page)	\$4	
78	Building and Safety Appeal Application	\$138	
79	Alternate Materials Method Review (Per Hr)	\$138	
80	Inspection Outside of Normal Business Hours (Per Hr)	\$172	

City of Laguna Woods

Proposed Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items

Fee Description	[a] Fee Assuming Full or Targeted Cost Recovery	Notes
-----------------	---	-------

Notes

[a] The City uses specialized service providers to process certain plan review and inspection activities. These specialized services include, but are not limited to, structural engineering review services and specialized inspection services. The proposed fees are intended to reflect the estimated costs of all typical plan review and inspection services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

[b] Photo inspection.

[c] For purposes of calculating re-roof fees, fractional square footages shall be rounded up to the nearest 1,000 SF. For example 1,600 SF shall be rounded to 2,000 SF.

[d] For Installation of multiple doors or windows see Framing/Structural fees.

[e] Examples of items included in this fee include post, beam, beamtail, raftertail, corbel, shearpanel, and truss repair/replacement.

[f] Fee for ceiling scrapes, lead paint removal, floor removal, etc.

City of Laguna Woods

Proposed Schedule of Building Fees - New Construction and Non-Residential Tenant Improvements

			Plan Check [a]		Permit [a]		Total [a]	
Description		Project Size Threshold	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF
1	Shell Building New Construction	500	\$1,033	\$24.11	\$1,033	\$44.77	\$2,066	\$68.88
		2,000	\$1,395	\$15.50	\$1,705	\$18.94	\$3,100	\$34.44
		5,000	\$1,860	\$9.30	\$2,273	\$11.37	\$4,133	\$20.66
		10,000	\$2,325	\$4.30	\$2,841	\$12.91	\$5,166	\$17.22
		20,000	\$2,755	varies	\$4,133	varies	\$6,888	varies
		> 20,000	varies		varies		varies	
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$241	\$80.36	\$448	\$149.24	\$689	\$229.60
		250	\$362	\$48.22	\$672	\$89.54	\$1,033	\$137.76
		500	\$482	\$24.11	\$895	\$44.77	\$1,378	\$68.88
		1,000	\$603	\$11.25	\$1,119	\$20.89	\$1,722	\$32.14
		2,500	\$771	varies	\$1,433	varies	\$2,204	varies
		> 2,500	varies		varies		varies	
3	All Other New Construction	500	\$1,653	\$38.57	\$1,653	\$71.63	\$3,306	\$110.21
		2,000	\$2,232	\$24.80	\$2,728	\$30.31	\$4,959	\$55.10
		5,000	\$2,976	\$14.88	\$3,637	\$18.18	\$6,612	\$33.06
		10,000	\$3,719	\$6.89	\$4,546	\$20.66	\$8,265	\$27.55
		20,000	\$4,408	varies	\$6,612	varies	\$11,021	varies
		> 20,000	varies		varies		varies	
4	Tenant Improvements New Construction	250	\$193	\$38.57	\$358	\$71.63	\$551	\$110.21
		500	\$289	\$19.29	\$537	\$35.82	\$827	\$55.10
		1,000	\$386	\$6.43	\$716	\$11.94	\$1,102	\$18.37
		2,500	\$482	\$6.27	\$895	\$11.64	\$1,378	\$17.91
		5,000	\$639	varies	\$1,186	varies	\$1,825	varies
		> 5,000	varies		varies		varies	

[a] The City uses specialized service providers to process certain plan review and inspection activities. These specialized services include, but are not limited to, structural engineering review services and specialized inspection services. The proposed fees are intended to reflect the estimated costs of all typical plan review and inspection services. However, for projects requiring the use of outside service providers, or projects that are more complex than typical, the City will collect fees that represent the actual costs incurred by the City.

City of Laguna Woods

Proposed Schedule of Building Fees

Fee Description		Fee *	Notes
	Strong Motion Instrumentation (SMI)		
	Fee Calculation		
1	Residential	\$0.50 or valuation x .0001	
2	Commercial	\$0.50 or valuation x .00021	
	Building Standards Administration Special Revolving Fund (SB 1473) Fee Calculation		[a]
3	Valuation:		
	a) \$1 - \$25,000	\$1	
	b) \$25,001 - \$50,000	\$2	
	c) \$50,001 - \$75,000	\$3	
	d) \$75,001 - \$100,000	\$4	
	e) Every \$25,000 or fraction thereof above \$100,000	Add \$1	

Notes

[a] Source: California Health and Safety Code Section 18931.6

* Project valuation shall be determined by project amount submitted by permit applicant, or most current International Code Council (ICC) published Building Valuation Table as published in the Building Safety Journal, or by RS Means Square Foot Costs Manual, where ICC data is not available.

City of Laguna Woods

Proposed Schedule of Planning Fees

Fee Description		Fee Assuming Full or Targeted Cost Recovery	Notes
Fixed Fee Services			
1	Community Facilities Yearly Sign Permit	\$75	
2	Film Permit	\$600	[a]
3	Med. Marijuana Dispensary Permit - Renewal	\$1,850	
4	Notice of Exemption	\$300	[b]
5	Outdoor Seating Permit	\$375	
6	Sign Permit - Part of Sign Program	\$75	
7	Sign Permit - Permanent	\$300	
8	Sign Permit - Temporary	\$75	
9	Special Event Permit	\$300	
10	Temporary Use Permit	\$600	
11	Tree Removal Permit	\$225	
12	Zoning Letter	\$188	
13	Appeal (City Council)	\$500	

Fee Description		Initial Deposit	Notes
Deposit-Based Fee Services			[c]
14	Change Plan	\$2,000	
15	Conditional Use Permit	\$4,000	
16	Development Agreement	\$10,000	
17	Environmental Impact Report	\$10,000	
18	General Plan Amendment	\$10,000	
19	Zoning Code Amendment	\$10,000	
20	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$5,000	
21	Med. Marijuana Dispensary Permit - Initial	\$4,000	
22	Sign Program	\$2,500	
23	Site Development Permit	\$4,000	
24	Specific Plan	\$10,000	
25	Variance	\$3,500	
26	Zone Change	\$10,000	
27	Other Services Not Identified	varies	

Notes

[a] Film permit fee applies for major filming (production).

[b] A pass-through of any County filing fees will also be collected from the applicant.

[c] For deposit-based fees, the City intends to recover 100% of the costs of service including the actual costs of any contract service providers and internal City support.

This page is intentionally blank.

8.1

**FISCAL YEAR 2015-16 BUDGET UPDATE
(ORAL REPORT)**

This page is intentionally blank.

8.2 CITY HALL BUILDING MAINTENANCE AND RECONFIGURATION

This page is intentionally blank.



City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: April 20, 2016 Regular Meeting
SUBJECT: City Hall Building Maintenance and Reconfiguration

Recommendation

Receive and file.

Background

In March 2016, staff discovered deterioration of City Hall's second floor, which manifest itself in an increasing number of "soft" spots. As a result of the work necessary to diagnose and repair the deterioration, as well as safety concerns in the interim, the second floor has been temporarily relocated to the City Council Chambers. Previously scheduled functions, including City Council meetings, are being held at alternate locations until the second floor is returned to normal use.

On March 30, 2016, the City Council authorized the transfer and expenditure of the Fiscal Year 2015-16 City Council Contingency budget to offset unanticipated City Hall building maintenance expenditures, including expenditures related to the temporary relocation of the second floor. The City Council Contingency budget is a \$50,000 line item that is specifically intended for unanticipated expenditures.

Discussion

Following the successful abatement of asbestos from the second floor kitchen, and subsequent investigation by the Building Official, City Engineer, and a consulting structural engineer, the cause of the deterioration has been preliminarily identified as relating to certain aspects of the second floor's construction, rather than water

intrusion, termite damage, dry rot, or other outside causes. Additional investigation is being undertaken to confirm the cause. Staff anticipates returning to the City Council with a scope of work and cost for repairs in the coming weeks, potentially at a special meeting to expedite the return of the second floor to normal use.

Fiscal Impact

The work necessary to repair City Hall's second floor and return it to normal use, as well as the associated temporary relocation costs, are not included in the City's budget. The scope and cost of all necessary repairs will not be known until further investigation is complete. Additional funds, in excess of the previously authorized Fiscal Year 2015-16 City Council Contingency expenditures, will be required.

8.3

**UNITED NATIONS GENERAL ASSEMBLY
CONVENTION ON THE ELIMINATION OF ALL
FORMS OF DISCRIMINATION AGAINST
WOMEN (AGENDIZED BY MAYOR PRO TEM
HORNE AND COUNCILMEMBER CONNERS)**

This page is intentionally blank.

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, SUPPORTING THE UNITED NATIONS GENERAL ASSEMBLY CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN

WHEREAS, the Convention on the Elimination of All Forms of Discrimination Against Women (“CEDAW”) was adopted by the United Nations General Assembly on December 18, 1979, became an international treaty as of September 3, 1981, and 186 United Nations member nations, have agreed to be bound by CEDAW’s provisions; and

WHEREAS, CEDAW provides a comprehensive framework for governments to examine their policies and practices in relation to women and girls and to rectify discrimination based on sex against half the world’s population; and

WHEREAS, although women have made major gains in the struggle for equality, much more needs to be accomplished to fully eradicate discrimination based on sex and to achieve one of the most basic human rights, equality; and

WHEREAS, the United States is the only industrialized nation to not yet ratify CEDAW; and

WHEREAS, many communities and states have called for ratification of CEDAW by the United States Congress; and

WHEREAS, city and county governments have an appropriate and legitimate role in affirming the importance of international law in communities as universal norms and to serve as guides for public policy.

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

SECTION 1. The City of Laguna Woods supports CEDAW and calls upon its federal representatives to do the same.

SECTION 2. On behalf of the City of Laguna Woods, the Mayor is hereby authorized to cause to be prepared, prepare, and submit correspondence related to the efforts described in this resolution.

SECTION 3. The Deputy City Clerk shall certify to the passage of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2016.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 16-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2016, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

YOLIE TRIPPY, Deputy City Clerk

UNITED NATIONS GENERAL ASSEMBLY CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN

INTRODUCTION TO AND TEXT OF THE CONVENTION

INTRODUCTION

On 18 December 1979, the Convention on the Elimination of All Forms of Discrimination against Women was adopted by the United Nations General Assembly. It entered into force as an international treaty on 3 September 1981 after the twentieth country had ratified it. By the tenth anniversary of the Convention in 1989, almost one hundred nations have agreed to be bound by its provisions.

The Convention was the culmination of more than thirty years of work by the United Nations Commission on the Status of Women, a body established in 1946 to monitor the situation of women and to promote women's rights. The Commission's work has been instrumental in bringing to light all the areas in which women are denied equality with men. These efforts for the advancement of women have resulted in several declarations and conventions, of which the Convention on the Elimination of All Forms of Discrimination against Women is the central and most comprehensive document.

Among the international human rights treaties, the Convention takes an important place in bringing the female half of humanity into the focus of human rights concerns. The spirit of the Convention is rooted in the goals of the United Nations: to reaffirm faith in fundamental human rights, in the dignity, and worth of the human person, in the equal rights of men and women. The present document spells out the meaning of equality and how it can be achieved. In so doing, the Convention establishes not only an international bill of rights for women, but also an agenda for action by countries to guarantee the enjoyment of those rights.

In its preamble, the Convention explicitly acknowledges that "extensive discrimination against women continues to exist", and emphasizes that such discrimination "violates the principles of equality of rights and respect for human dignity". As defined in article 1, discrimination is understood as "any distinction, exclusion or restriction made on the basis of sex...in the political, economic, social, cultural, civil or any other field". The Convention gives positive affirmation to the principle of equality by requiring States parties to take "all appropriate measures, including legislation, to ensure the full development and advancement of women, for the purpose of guaranteeing them the exercise and enjoyment of human rights and fundamental freedoms on a basis of equality with men"(article 3).

The agenda for equality is specified in fourteen subsequent articles. In its approach, the Convention covers three dimensions of the situation of women. Civil rights and the legal status of women are dealt with in great detail. In addition, and unlike other human rights treaties,

the Convention is also concerned with the dimension of human reproduction as well as with the impact of cultural factors on gender relations.

The legal status of women receives the broadest attention. Concern over the basic rights of political participation has not diminished since the adoption of the Convention on the Political Rights of Women in 1952. Its provisions, therefore, are restated in article 7 of the present document, whereby women are guaranteed the rights to vote, to hold public office and to exercise public functions. This includes equal rights for women to represent their countries at the international level (article 8). The Convention on the Nationality of Married Women - adopted in 1957 - is integrated under article 9 providing for the statehood of women, irrespective of their marital status. The Convention, thereby, draws attention to the fact that often women's legal status has been linked to marriage, making them dependent on their husband's nationality rather than individuals in their own right. Articles 10, 11 and 13, respectively, affirm women's rights to non-discrimination in education, employment and economic and social activities. These demands are given special emphasis with regard to the situation of rural women, whose particular struggles and vital economic contributions, as noted in article 14, warrant more attention in policy planning. Article 15 asserts the full equality of women in civil and business matters, demanding that all instruments directed at restricting women's legal capacity "shall be deemed null and void". Finally, in article 16, the Convention returns to the issue of marriage and family relations, asserting the equal rights and obligations of women and men with regard to choice of spouse, parenthood, personal rights and command over property.

Aside from civil rights issues, the Convention also devotes major attention to a most vital concern of women, namely their reproductive rights. The preamble sets the tone by stating that "the role of women in procreation should not be a basis for discrimination". The link between discrimination and women's reproductive role is a matter of recurrent concern in the Convention. For example, it advocates, in article 5, "a proper understanding of maternity as a social function", demanding fully shared responsibility for child-rearing by both sexes. Accordingly, provisions for maternity protection and child-care are proclaimed as essential rights and are incorporated into all areas of the Convention, whether dealing with employment, family law, health care or education. Society's obligation extends to offering social services, especially child-care facilities, that allow individuals to combine family responsibilities with work and participation in public life. Special measures for maternity protection are recommended and "shall not be considered discriminatory". (article 4). "The Convention also affirms women's right to reproductive choice. Notably, it is the only human rights treaty to mention family planning. States parties are obliged to include advice on family planning in the education process (article I O.h) and to develop family codes that guarantee women's rights "to decide freely and responsibly on the number and spacing of their children and to have access to the information, education and means to enable them to exercise these rights" (article 16.e).

The third general thrust of the Convention aims at enlarging our understanding of the concept of human rights, as it gives formal recognition to the influence of culture and tradition on restricting women's enjoyment of their fundamental rights. These forces take shape in stereotypes, customs and norms which give rise to the multitude of legal, political and economic constraints on the advancement of women. Noting this interrelationship, the preamble of the Convention stresses "that a change in the traditional role of men as well as the role of women in society and in the family is needed to achieve full equality of men and women". States parties are therefore obliged to work towards the modification of social and cultural patterns of individual conduct in order to eliminate "prejudices and customary and all other practices which are based on the idea of the inferiority or the superiority of either of the sexes or on stereotyped roles for men and women" (article 5). And Article 10.c. mandates the revision of textbooks, school programmes and teaching methods with a view to eliminating stereotyped concepts in the field of education. Finally, cultural patterns which define the public realm as a man's world and the domestic sphere as women's domain are strongly targeted in all of the Convention's provisions that affirm the equal responsibilities of both sexes in family life and their equal rights with regard to education and employment. Altogether, the Convention provides a comprehensive framework for challenging the various forces that have created and sustained discrimination based upon sex.

The implementation of the Convention is monitored by the Committee on the Elimination of Discrimination against Women (CEDAW). The Committee's mandate and the administration of the treaty are defined in the Articles 17 to 30 of the Convention. The Committee is composed of 23 experts nominated by their Governments and elected by the States parties as individuals "of high moral standing and competence in the field covered by the Convention".

At least every four years, the States parties are expected to submit a national report to the Committee, indicating the measures they have adopted to give effect to the provisions of the Convention. During its annual session, the Committee members discuss these reports with the Government representatives and explore with them areas for further action by the specific country. The Committee also makes general recommendations to the States parties on matters concerning the elimination of discrimination against women.

The full text of the Convention is set out herein

CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN

The States Parties to the present Convention,

Noting that the Charter of the United Nations reaffirms faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women,

Noting that the Universal Declaration of Human Rights affirms the principle of the inadmissibility of discrimination and proclaims that all human beings are born free and equal

in dignity and rights and that everyone is entitled to all the rights and freedoms set forth therein, without distinction of any kind, including distinction based on sex,

Noting that the States Parties to the International Covenants on Human Rights have the obligation to ensure the equal rights of men and women to enjoy all economic, social, cultural, civil and political rights,

Considering the international conventions concluded under the auspices of the United Nations and the specialized agencies promoting equality of rights of men and women,

Noting also the resolutions, declarations and recommendations adopted by the United Nations and the specialized agencies promoting equality of rights of men and women,

Concerned, however, that despite these various instruments extensive discrimination against women continues to exist,

Recalling that discrimination against women violates the principles of equality of rights and respect for human dignity, is an obstacle to the participation of women, on equal terms with men, in the political, social, economic and cultural life of their countries, hampers the growth of the prosperity of society and the family and makes more difficult the full development of the potentialities of women in the service of their countries and of humanity,

Concerned that in situations of poverty women have the least access to food, health, education, training and opportunities for employment and other needs,

Convinced that the establishment of the new international economic order based on equity and justice will contribute significantly towards the promotion of equality between men and women,

Emphasizing that the eradication of apartheid, all forms of racism, racial discrimination, colonialism, neo-colonialism, aggression, foreign occupation and domination and interference in the internal affairs of States is essential to the full enjoyment of the rights of men and women,

Affirming that the strengthening of international peace and security, the relaxation of international tension, mutual co-operation among all States irrespective of their social and economic systems, general and complete disarmament, in particular nuclear disarmament under strict and effective international control, the affirmation of the principles of justice, equality and mutual benefit in relations among countries and the realization of the right of peoples under alien and colonial domination and foreign occupation to self-determination and independence, as well as respect for national sovereignty and territorial integrity, will promote social progress and development and as a consequence will contribute to the attainment of full equality between men and women,

Convinced that the full and complete development of a country, the welfare of the world and the cause of peace require the maximum participation of women on equal terms with men in all fields,

Bearing in mind the great contribution of women to the welfare of the family and to the development of society, so far not fully recognized, the social significance of maternity and the role of both parents in the family and in the upbringing of children, and aware that the role of women in procreation should not be a basis for discrimination but that the upbringing of children requires a sharing of responsibility between men and women and society as a whole,

Aware that a change in the traditional role of men as well as the role of women in society and in the family is needed to achieve full equality between men and women,

Determined to implement the principles set forth in the Declaration on the Elimination of Discrimination against Women and, for that purpose, to adopt the measures required for the elimination of such discrimination in all its forms and manifestations,

Have agreed on the following:

PART I

Article 1

For the purposes of the present Convention, the term "discrimination against women" shall mean any distinction, exclusion or restriction made on the basis of sex which has the effect or purpose of impairing or nullifying the recognition, enjoyment or exercise by women, irrespective of their marital status, on a basis of equality of men and women, of human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field.

Article 2

States Parties condemn discrimination against women in all its forms, agree to pursue by all appropriate means and without delay a policy of eliminating discrimination against women and, to this end, undertake:

- (a) To embody the principle of the equality of men and women in their national constitutions or other appropriate legislation if not yet incorporated therein and to ensure, through law and other appropriate means, the practical realization of this principle;
- (b) To adopt appropriate legislative and other measures, including sanctions where appropriate, prohibiting all discrimination against women;

- (c) To establish legal protection of the rights of women on an equal basis with men and to ensure through competent national tribunals and other public institutions the effective protection of women against any act of discrimination;
- (d) To refrain from engaging in any act or practice of discrimination against women and to ensure that public authorities and institutions shall act in conformity with this obligation;
- (e) To take all appropriate measures to eliminate discrimination against women by any person, organization or enterprise;
- (f) To take all appropriate measures, including legislation, to modify or abolish existing laws, regulations, customs and practices which constitute discrimination against women;
- (g) To repeal all national penal provisions which constitute discrimination against women.

Article 3

States Parties shall take in all fields, in particular in the political, social, economic and cultural fields, all appropriate measures, including legislation, to ensure the full development and advancement of women, for the purpose of guaranteeing them the exercise and enjoyment of human rights and fundamental freedoms on a basis of equality with men.

Article 4

1. Adoption by States Parties of temporary special measures aimed at accelerating de facto equality between men and women shall not be considered discrimination as defined in the present Convention, but shall in no way entail as a consequence the maintenance of unequal or separate standards; these measures shall be discontinued when the objectives of equality of opportunity and treatment have been achieved.
2. Adoption by States Parties of special measures, including those measures contained in the present Convention, aimed at protecting maternity shall not be considered discriminatory.

Article 5

States Parties shall take all appropriate measures:

- (a) To modify the social and cultural patterns of conduct of men and women, with a view to achieving the elimination of prejudices and customary and all other practices which are based on the idea of the inferiority or the superiority of either of the sexes or on stereotyped roles for men and women;

(b) To ensure that family education includes a proper understanding of maternity as a social function and the recognition of the common responsibility of men and women in the upbringing and development of their children, it being understood that the interest of the children is the primordial consideration in all cases.

Article 6

States Parties shall take all appropriate measures, including legislation, to suppress all forms of traffic in women and exploitation of prostitution of women.

PART II

Article 7

States Parties shall take all appropriate measures to eliminate discrimination against women in the political and public life of the country and, in particular, shall ensure to women, on equal terms with men, the right:

- (a) To vote in all elections and public referenda and to be eligible for election to all publicly elected bodies;
- (b) To participate in the formulation of government policy and the implementation thereof and to hold public office and perform all public functions at all levels of government;
- (c) To participate in non-governmental organizations and associations concerned with the public and political life of the country.

Article 8

States Parties shall take all appropriate measures to ensure to women, on equal terms with men and without any discrimination, the opportunity to represent their Governments at the international level and to participate in the work of international organizations.

Article 9

1. States Parties shall grant women equal rights with men to acquire, change or retain their nationality. They shall ensure in particular that neither marriage to an alien nor change of nationality by the husband during marriage shall automatically change the nationality of the wife, render her stateless or force upon her the nationality of the husband.
2. States Parties shall grant women equal rights with men with respect to the nationality of their children.

PART III

Article 10

States Parties shall take all appropriate measures to eliminate discrimination against women in order to ensure to them equal rights with men in the field of education and in particular to ensure, on a basis of equality of men and women:

- (a) The same conditions for career and vocational guidance, for access to studies and for the achievement of diplomas in educational establishments of all categories in rural as well as in urban areas; this equality shall be ensured in pre-school, general, technical, professional and higher technical education, as well as in all types of vocational training;
- (b) Access to the same curricula, the same examinations, teaching staff with qualifications of the same standard and school premises and equipment of the same quality;
- (c) The elimination of any stereotyped concept of the roles of men and women at all levels and in all forms of education by encouraging coeducation and other types of education which will help to achieve this aim and, in particular, by the revision of textbooks and school programmes and the adaptation of teaching methods;
- (d) The same opportunities to benefit from scholarships and other study grants;
- (e) The same opportunities for access to programmes of continuing education, including adult and functional literacy programmes, particularly those aimed at reducing, at the earliest possible time, any gap in education existing between men and women;
- (f) The reduction of female student drop-out rates and the organization of programmes for girls and women who have left school prematurely;
- (g) The same Opportunities to participate actively in sports and physical education;
- (h) Access to specific educational information to help to ensure the health and well-being of families, including information and advice on family planning.

Article 11

1. States Parties shall take all appropriate measures to eliminate discrimination against women in the field of employment in order to ensure, on a basis of equality of men and women, the same rights, in particular:

- (a) The right to work as an inalienable right of all human beings;

(b) The right to the same employment opportunities, including the application of the same criteria for selection in matters of employment;

(c) The right to free choice of profession and employment, the right to promotion, job security and all benefits and conditions of service and the right to receive vocational training and retraining, including apprenticeships, advanced vocational training and recurrent training;

(d) The right to equal remuneration, including benefits, and to equal treatment in respect of work of equal value, as well as equality of treatment in the evaluation of the quality of work;

(e) The right to social security, particularly in cases of retirement, unemployment, sickness, invalidity and old age and other incapacity to work, as well as the right to paid leave;

(f) The right to protection of health and to safety in working conditions, including the safeguarding of the function of reproduction.

2. In order to prevent discrimination against women on the grounds of marriage or maternity and to ensure their effective right to work, States Parties shall take appropriate measures:

(a) To prohibit, subject to the imposition of sanctions, dismissal on the grounds of pregnancy or of maternity leave and discrimination in dismissals on the basis of marital status;

(b) To introduce maternity leave with pay or with comparable social benefits without loss of former employment, seniority or social allowances;

(c) To encourage the provision of the necessary supporting social services to enable parents to combine family obligations with work responsibilities and participation in public life, in particular through promoting the establishment and development of a network of child-care facilities;

(d) To provide special protection to women during pregnancy in types of work proved to be harmful to them.

3. Protective legislation relating to matters covered in this article shall be reviewed periodically in the light of scientific and technological knowledge and shall be revised, repealed or extended as necessary.

Article 12

1. States Parties shall take all appropriate measures to eliminate discrimination against women in the field of health care in order to ensure, on a basis of equality of men and women, access to health care services, including those related to family planning.
2. Notwithstanding the provisions of paragraph 1 of this article, States Parties shall ensure to women appropriate services in connection with pregnancy, confinement and the post-natal period, granting free services where necessary, as well as adequate nutrition during pregnancy and lactation.

Article 13

States Parties shall take all appropriate measures to eliminate discrimination against women in other areas of economic and social life in order to ensure, on a basis of equality of men and women, the same rights, in particular:

- (a) The right to family benefits;
- (b) The right to bank loans, mortgages and other forms of financial credit;
- (c) The right to participate in recreational activities, sports and all aspects of cultural life.

Article 14

1. States Parties shall take into account the particular problems faced by rural women and the significant roles which rural women play in the economic survival of their families, including their work in the non-monetized sectors of the economy, and shall take all appropriate measures to ensure the application of the provisions of the present Convention to women in rural areas.
2. States Parties shall take all appropriate measures to eliminate discrimination against women in rural areas in order to ensure, on a basis of equality of men and women, that they participate in and benefit from rural development and, in particular, shall ensure to such women the right:
 - (a) To participate in the elaboration and implementation of development planning at all levels;
 - (b) To have access to adequate health care facilities, including information, counselling and services in family planning;
 - (c) To benefit directly from social security programmes;

- (d) To obtain all types of training and education, formal and non-formal, including that relating to functional literacy, as well as, inter alia, the benefit of all community and extension services, in order to increase their technical proficiency;
- (e) To organize self-help groups and co-operatives in order to obtain equal access to economic opportunities through employment or self employment;
- (f) To participate in all community activities;
- (g) To have access to agricultural credit and loans, marketing facilities, appropriate technology and equal treatment in land and agrarian reform as well as in land resettlement schemes;
- (h) To enjoy adequate living conditions, particularly in relation to housing, sanitation, electricity and water supply, transport and communications.

PART IV

Article 15

1. States Parties shall accord to women equality with men before the law.
2. States Parties shall accord to women, in civil matters, a legal capacity identical to that of men and the same opportunities to exercise that capacity. In particular, they shall give women equal rights to conclude contracts and to administer property and shall treat them equally in all stages of procedure in courts and tribunals.
3. States Parties agree that all contracts and all other private instruments of any kind with a legal effect which is directed at restricting the legal capacity of women shall be deemed null and void.
4. States Parties shall accord to men and women the same rights with regard to the law relating to the movement of persons and the freedom to choose their residence and domicile.

Article 16

1. States Parties shall take all appropriate measures to eliminate discrimination against women in all matters relating to marriage and family relations and in particular shall ensure, on a basis of equality of men and women:
 - (a) The same right to enter into marriage;

(b) The same right freely to choose a spouse and to enter into marriage only with their free and full consent;

(c) The same rights and responsibilities during marriage and at its dissolution;

(d) The same rights and responsibilities as parents, irrespective of their marital status, in matters relating to their children; in all cases the interests of the children shall be paramount;

(e) The same rights to decide freely and responsibly on the number and spacing of their children and to have access to the information, education and means to enable them to exercise these rights;

(f) The same rights and responsibilities with regard to guardianship, wardship, trusteeship and adoption of children, or similar institutions where these concepts exist in national legislation; in all cases the interests of the children shall be paramount;

(g) The same personal rights as husband and wife, including the right to choose a family name, a profession and an occupation;

(h) The same rights for both spouses in respect of the ownership, acquisition, management, administration, enjoyment and disposition of property, whether free of charge or for a valuable consideration.

2. The betrothal and the marriage of a child shall have no legal effect, and all necessary action, including legislation, shall be taken to specify a minimum age for marriage and to make the registration of marriages in an official registry compulsory.

PART V

Article 17

1. For the purpose of considering the progress made in the implementation of the present Convention, there shall be established a Committee on the Elimination of Discrimination against Women (hereinafter referred to as the Committee) consisting, at the time of entry into force of the Convention, of eighteen and, after ratification of or accession to the Convention by the thirty-fifth State Party, of twenty-three experts of high moral standing and competence in the field covered by the Convention. The experts shall be elected by States Parties from among their nationals and shall serve in their personal capacity, consideration being given to equitable geographical distribution and to the representation of the different forms of civilization as well as the principal legal systems.

2. The members of the Committee shall be elected by secret ballot from a list of persons nominated by States Parties. Each State Party may nominate one person from among its own nationals.
3. The initial election shall be held six months after the date of the entry into force of the present Convention. At least three months before the date of each election the Secretary-General of the United Nations shall address a letter to the States Parties inviting them to submit their nominations within two months. The Secretary-General shall prepare a list in alphabetical order of all persons thus nominated, indicating the States Parties which have nominated them, and shall submit it to the States Parties.
4. Elections of the members of the Committee shall be held at a meeting of States Parties convened by the Secretary-General at United Nations Headquarters. At that meeting, for which two thirds of the States Parties shall constitute a quorum, the persons elected to the Committee shall be those nominees who obtain the largest number of votes and an absolute majority of the votes of the representatives of States Parties present and voting.
5. The members of the Committee shall be elected for a term of four years. However, the terms of nine of the members elected at the first election shall expire at the end of two years; immediately after the first election the names of these nine members shall be chosen by lot by the Chairman of the Committee.
6. The election of the five additional members of the Committee shall be held in accordance with the provisions of paragraphs 2, 3 and 4 of this article, following the thirty-fifth ratification or accession. The terms of two of the additional members elected on this occasion shall expire at the end of two years, the names of these two members having been chosen by lot by the Chairman of the Committee.
7. For the filling of casual vacancies, the State Party whose expert has ceased to function as a member of the Committee shall appoint another expert from among its nationals, subject to the approval of the Committee.
8. The members of the Committee shall, with the approval of the General Assembly, receive emoluments from United Nations resources on such terms and conditions as the Assembly may decide, having regard to the importance of the Committee's responsibilities.
9. The Secretary-General of the United Nations shall provide the necessary staff and facilities for the effective performance of the functions of the Committee under the present Convention.

Article 18

1. States Parties undertake to submit to the Secretary-General of the United Nations, for consideration by the Committee, a report on the legislative, judicial, administrative or other measures which they have adopted to give effect to the provisions of the present Convention and on the progress made in this respect:

(a) Within one year after the entry into force for the State concerned;

(b) Thereafter at least every four years and further whenever the Committee so requests.

2. Reports may indicate factors and difficulties affecting the degree of fulfilment of obligations under the present Convention.

Article 19

1. The Committee shall adopt its own rules of procedure.

2. The Committee shall elect its officers for a term of two years.

Article 20

1. The Committee shall normally meet for a period of not more than two weeks annually in order to consider the reports submitted in accordance with article 18 of the present Convention.

2. The meetings of the Committee shall normally be held at United Nations Headquarters or at any other convenient place as determined by the Committee.

Article 21

1. The Committee shall, through the Economic and Social Council, report annually to the General Assembly of the United Nations on its activities and may make suggestions and general recommendations based on the examination of reports and information received from the States Parties. Such suggestions and general recommendations shall be included in the report of the Committee together with comments, if any, from States Parties.

2. The Secretary-General of the United Nations shall transmit the reports of the Committee to the Commission on the Status of Women for its information.

Article 22

The specialized agencies shall be entitled to be represented at the consideration of the implementation of such provisions of the present Convention as fall within the scope of their activities. The Committee may invite the specialized agencies to submit reports on the implementation of the Convention in areas falling within the scope of their activities.

PART VI

Article 23

Nothing in the present Convention shall affect any provisions that are more conducive to the achievement of equality between men and women which may be contained:

- (a) In the legislation of a State Party; or
- (b) In any other international convention, treaty or agreement in force for that State.

Article 24

States Parties undertake to adopt all necessary measures at the national level aimed at achieving the full realization of the rights recognized in the present Convention.

Article 25

1. The present Convention shall be open for signature by all States.
2. The Secretary-General of the United Nations is designated as the depositary of the present Convention.
3. The present Convention is subject to ratification. Instruments of ratification shall be deposited with the Secretary-General of the United Nations.
4. The present Convention shall be open to accession by all States. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

Article 26

1. A request for the revision of the present Convention may be made at any time by any State Party by means of a notification in writing addressed to the Secretary-General of the United Nations.

2. The General Assembly of the United Nations shall decide upon the steps, if any, to be taken in respect of such a request.

Article 27

1. The present Convention shall enter into force on the thirtieth day after the date of deposit with the Secretary-General of the United Nations of the twentieth instrument of ratification or accession.

2. For each State ratifying the present Convention or acceding to it after the deposit of the twentieth instrument of ratification or accession, the Convention shall enter into force on the thirtieth day after the date of the deposit of its own instrument of ratification or accession.

Article 28

1. The Secretary-General of the United Nations shall receive and circulate to all States the text of reservations made by States at the time of ratification or accession.

2. A reservation incompatible with the object and purpose of the present Convention shall not be permitted.

3. Reservations may be withdrawn at any time by notification to this effect addressed to the Secretary-General of the United Nations, who shall then inform all States thereof. Such notification shall take effect on the date on which it is received.

Article 29

1. Any dispute between two or more States Parties concerning the interpretation or application of the present Convention which is not settled by negotiation shall, at the request of one of them, be submitted to arbitration. If within six months from the date of the request for arbitration the parties are unable to agree on the organization of the arbitration, any one of those parties may refer the dispute to the International Court of Justice by request in conformity with the Statute of the Court.

2. Each State Party may at the time of signature or ratification of the present Convention or accession thereto declare that it does not consider itself bound by paragraph 1 of this article. The other States Parties shall not be bound by that paragraph with respect to any State Party which has made such a reservation.

3. Any State Party which has made a reservation in accordance with paragraph 2 of this article may at any time withdraw that reservation by notification to the Secretary-General of the United Nations.

Article 30

The present Convention, the Arabic, Chinese, English, French, Russian and Spanish texts of which are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed the present Convention.

This page is intentionally blank.