

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting  
Wednesday, August 16, 2017  
2:00 p.m.

Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637

Shari L. Horne  
Mayor

Carol Moore  
Mayor Pro Tem

Cynthia Conners  
Councilmember



Noel Hatch  
Councilmember

Joe Rainey  
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.

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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](http://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.

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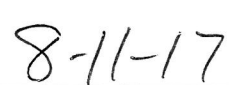
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AFFIDAVIT OF POSTING

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](http://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

  
\_\_\_\_\_  
Date

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PRESENTATIONS AND CEREMONIAL MATTERS**
- 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 July 19, 2017 and the special meeting on August 1, 2017.

- 6.2 City Treasurer's Report

*Recommendation:* Receive and file the City Treasurer's Report for the month of July 2017.

- 6.3 Warrant Register

*Recommendation:* Approve the warrant register dated August 16, 2017 in the amount of \$801,960.97.

- 6.4 Fiscal Year 2017-18 Budget Adjustments

*Recommendation:* Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, MODIFYING THE COMMITTED FUND BALANCES FOR THE PAID LEAVE CONTINGENCY FUND AND THE GENERAL FUND CONTINGENCY FUND FOR FISCAL YEAR 2017-18

6.5 Street, Right-of-Way, and Infrastructure Maintenance Services

*Recommendation:* Approve an agreement with PV Maintenance, Inc. for street, right-of-way, and infrastructure maintenance services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

**VII. PUBLIC HEARINGS**

7.1 Golden Rain Foundation General Plan Amendment, Zoning Code Amendment, and Zone Changes for Urban Activities Center Properties (GPA/ZC-1169)

*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 A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING AND REPORTING PROGRAM, AND AMENDMENTS TO THE LAGUNA WOODS GENERAL PLAN RELATED TO THE GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT, AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES (GPA/ZC-1169) PROJECT

AND

6. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING SECTION 13.08.040 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF A RESIDENTIAL COMMUNITY-MAINTENANCE ZONING OVERLAY, AND ADOPTING ZONE CHANGES RELATED TO THE GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT, AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES (GPA/ZC-1169) PROJECT

- 7.2 Sign Program SP-1193 to allow for various signage at 24281 Moulton Parkway, Laguna Woods, CA 92637

*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, APPROVING SIGN PROGRAM SP-1193 TO ALLOW FOR VARIOUS SIGNAGE AT 24281 MOULTON PARKWAY, LAGUNA WOODS, CA 92637

### 7.3 Electric Vehicle Charging Stations Regulations

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING CHAPTER 10.34 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

AND

6. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AN APPLICATION CHECKLIST FOR EXPEDITED, STREAMLINED PROCESSING OF PERMITS FOR ELECTRIC VEHICLE CHARGING STATIONS

7.4 Wireless Facilities Regulations

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTION 13.26.210 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE INSTALLATION AND MODIFICATION OF WIRELESS FACILITIES

**VIII. CITY COUNCIL BUSINESS**

8.1 “A Place for Paws” Dog Park

*Recommendation:* Direct staff to explore potential opportunities including, but not limited to, potential alternative locations and partnerships, that would allow for the operation of a dog park.

8.2 City Council Meeting Schedule

*Recommendation:* Approve modifications to the City Council meeting schedule for Fiscal Year 2017-18.

**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 Connors; Alternate: Mayor Horne

9.2 Orange County Fire Authority  
Councilmember Hatch

9.3 Orange County Library Advisory Board  
Mayor Pro Tem Moore; Alternate: Mayor Horne

9.4 Orange County Mosquito and Vector Control District  
Mayor Horne

9.5 San Joaquin Hills Transportation Corridor Agency  
Councilmember Connors; Alternate: Mayor Pro Tem Moore

9.6 South Orange County Watershed Management Area  
Mayor Pro Tem Moore; Alternate: Councilmember Hatch

9.7 Other Comments and Reports

**X. CLOSED SESSION**

**XI. CLOSED SESSION REPORT**

**XII. ADJOURNMENT**

Next Regular Meeting:

Wednesday, September 20, 2017 at 2 p.m.

Laguna Woods City Hall

24264 El Toro Road, Laguna Woods, California 92637

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**6.1-6.5**  
**CONSENT CALENDAR SUMMARY**

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# City of Laguna Woods Agenda Report

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**FOR:** August 16, 2017 Regular Meeting  
**SUBJECT:** Consent Calendar Summary

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## **Recommendation**

Approve all proposed actions on the August 16, 2017 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 August 16, 2017 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on July 19, 2017 (Attachment A) and the special meeting on August 1, 2017 (Attachment B).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of July 2017.
- 6.3 Approval of the warrant register dated August 16, 2017 in the amount of \$801,960.97. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.

- 6.4 Approval of a resolution modifying the committed fund balances for the Paid Leave Contingency Fund and the General Fund Contingency Fund for Fiscal Year 2017-18. In accordance with Administrative Policy 2.9, the Fiscal Year 2017-18 Budget was adopted with an estimate of the committed fund balance for the Paid Leave Contingency Fund, subject to finalization by City Council action after fiscal-year-end calculations are available. The proposed resolution would increase and finalize the committed fund balance for the Paid Leave Contingency Fund by \$14,661 and decrease the committed fund balance for the General Fund Contingency Fund by \$14,661. The City's total committed and assigned reserves would remain unchanged at \$2,686,800.
- 6.5 Approval of an agreement with PV Maintenance, Inc. for street, right-of-way, and infrastructure maintenance services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals ("RFP") for street, right-of-way, and infrastructure maintenance services was released on March 23, 2017 with proposals due by April 14, 2017. A single proposal was received from the County of Orange; however, the City and County were unable to reach mutually agreeable terms. On June 28, 2017, the City Council approved a two-month extension of the existing agreement with PV Maintenance, Inc. (the City's current street, right-of-way, and infrastructure maintenance service vendor), in order to provide for continuity of services and allow time for staff to negotiate a longer-term agreement. That longer-term agreement is proposed for approval with a term from September 2017 through June 2019.

**6.1**  
**CITY COUNCIL MINUTES**

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
REGULAR MEETING  
July 19, 2017  
2:00 P.M.  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

Mayor Horne 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, Hatch, Rainey, Horne  
                                  ABSENT:   Moore

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

**III. PLEDGE OF ALLEGIANCE**

Orange County District Attorney Tony Rackaukas led the flag salute.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1 Human Exploitation and Trafficking Presentation – Orange County District Attorney’s Office

District Attorney Rackaukas and his staff made a presentation.

Councilmembers made comments and asked questions.

**V. PUBLIC COMMENT – None**

**VI. CONSENT CALENDAR**

Moved by Councilmember Conners, seconded by Councilmember Hatch, and carried on a 4-0 vote, with Mayor Pro Tem Moore absent, to approve Consent Calendar items 6.1 – 6.4.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on June 21, 2017 and

the adjourned regular meeting on June 28, 2017.

6.2 City Treasurer’s Report

Received and filed the City Treasurer’s Report for the month of June 2017.

6.3 Warrant Register

Approved the warrant register dated July 19, 2017 in the amount of \$100,377.34.

6.4 Pavement Management Plan Project 1) Eastbound El Toro Road (Avenida Sevilla to Paseo de Valencia) Pedestrian Accessibility

1. Approved final plans and specifications reflecting completion of the “Pavement Management Plan Project 1) Eastbound El Toro Road (Avenida Sevilla to Paseo de Valencia) 2) Pedestrian Accessibility”, as recommended by the City Engineer.

AND

2. Accepted project completion of the contract agreement with El Camino Asphalt Paving Corp. for the “Pavement Management Plan Project 1) Eastbound El Toro Road (Avenida Sevilla to Paseo de Valencia) 2) Pedestrian Accessibility”.

AND

3. Release contract retention in the amount of \$2,750 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange.

AND

4. Exonerate project posted bonds 35 days following recordation of the Notice of Completion with the County of Orange.

**VII. PUBLIC HEARINGS – None**

**VIII. CITY COUNCIL BUSINESS**

8.1 Medical and Non-Medical Marijuana Cultivation Regulations

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hatch, seconded by Councilmember Conners, and carried on a 4-0 vote, with Mayor Pro Tem Moore absent, to approve second reading and adopt an

ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.08.010, 13.10.020, 13.12.020, 13.13.020, AND 13.26.026 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO MEDICAL AND NON-MEDICAL MARIJUANA CULTIVATION

8.2 Mayors National Climate Action Agenda  
(agendized by Mayor Horne)

Mayor Horne introduced the item.

Councilmembers discussed the item.

Ian Samson, resident, spoke in support of the proposed resolution.

By consensus, the City Council approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, JOINING THE MAYORS NATIONAL CLIMATE ACTION AGENDA (ALSO KNOWN AS THE CLIMATE MAYORS NETWORK) AND SUPPORTING RELATED CLIMATE AND GREENHOUSE GAS EMISSIONS REDUCTION EFFORTS

**IX. CITY COUNCIL REPORTS AND COMMENTS**

9.1 Coastal Greenbelt Authority

Councilmember Connors provided a report.

9.2 Orange County Fire Authority

Councilmember Hatch provided a report.

9.3 Orange County Library Advisory Board

No report was given due to Mayor Pro Tem Moore's absence.

9.4 Orange County Mosquito and Vector Control District

Mayor Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Connors provided a report.

9.6 South Orange County Watershed Management Area

No report was given due to Mayor Pro Tem Moore's absence.

9.7 Other Comments and Reports

Councilmember Rainey stated that he would visit HomeAid Orange County on July 20, 2017. He also commented on Veterans issues.

Mayor Horne stated that she and Councilmember Rainey will be interviewed on Village Television on July 21, 2017.

**X. CLOSED SESSION – None**

**XI. CLOSED SESSION REPORT – None**

**XII. ADJOURNMENT**

The meeting was adjourned at 3:03 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, August 16, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, Deputy City Clerk

Adopted: August 16, 2017

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SHARI L. HORNE, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
SPECIAL MEETING  
August 1, 2017  
1:00 P.M.  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

Mayor Horne called the Special Meeting of the City Council of the City of Laguna Woods to order at 12:30 p.m.

**II. ROLL CALL**

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

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

**III. PLEDGE OF ALLEGIANCE**

Laguna Woods Village Security Director Tim Moy led the pledge of allegiance.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1    Rosemary Elliott, Ben Cariaga, and Eulalio Diaz – Exemplary Public Safety Efforts

Laguna Woods Village Security Director Moy made comments.

Councilmembers made comments.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to approve and present the proclamation.

City Attorney Cosgrove suggested moving Item 5 before Item 4.2.

**V. PUBLIC COMMENTS**

Councilmember Conners commented on an event that she attended at the OC Fair.

Councilmembers made comments.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS (CONTINUED)**

4.2 Clown Week – August 1-7, 2017

Councilmembers made comments.

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried unanimously on a 5-0 vote, to approve the proclamation.

**VI. CITY COUNCIL BUSINESS**

6.1 Ad Hoc Smoking & Tobacco Sales Regulations Update Committee

City Manager Macon summarized the agenda report.

Moved by Councilmember Conners, seconded by Councilmember Hatch, and carried unanimously on a 5-0 vote, to appoint Mayor Horne and Councilmember Rainey to an Ad Hoc Smoking & Tobacco Sales Regulations Update Committee beginning immediately through December 31, 2017 to work with staff on the Smoking and Tobacco Sales Regulations Update significant work plan item.

Mayor Pro Tem Moore inquired about the role that other Councilmembers will play in the completion of this significant work plan item. City Attorney Cosgrove commented on Brown Act requirements related to ad hoc committees. City Manager Macon stated that there will be opportunities for all Councilmembers to participate in the process.

**VII. CLOSED SESSION**

7.1 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.

7.2 The City Council met in closed session under the authority of California Government Code Section 54957(b)(1) to consider the following: Public Employee Performance Evaluation – City Manager.

**VIII. CLOSED SESSION REPORT**

The City Council reconvened in open session at 2:57 p.m. City Attorney Cosgrove stated that there was no reportable action under Government Code Section 54951.1.

**IX. ADJOURNMENT**

The meeting was adjourned at 2:57 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, August 16, 2017, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, Deputy City Clerk

Adopted: August 16, 2017

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SHARI L. HORNE, Mayor

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**6.2**  
**CITY TREASURER'S REPORT**

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**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended July 31, 2017**

ITEM 6.2

**CASH AND INVESTMENTS**

	Beginning Balances As of 6/30/17	Earnings & Receipts	Disbursements	Transfers & Other Adjustments	Ending Balances As of 7/31/17	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
<b>Cash and Cash Equivalents</b>							
Analyzed Checking Account (Note 4)	\$ 966,104	\$ 269,652	\$ (523,715)	\$ -	\$ 712,041	6.59%	
Deposits in Transit - Earned Interest, Securities Account	\$ 971	\$ 940	\$ (971)	\$ -	\$ 940	0.01%	
Petty Cash	\$ 1,272	\$ 482	\$ (383)	\$ -	\$ 1,371	0.01%	
Total Cash and Cash Equivalents	\$ 968,347	\$ 271,074	\$ (525,069)	\$ -	\$ 714,351	6.61%	100.00%
<b>Pooled Money Investment Accounts (PIMA)</b>							
Local Agency Investment Fund (LAIF) (Notes 1 and 2)	\$ 4,155,898	\$ 13,393	\$ -	\$ -	\$ 4,169,292	38.57%	
Orange County Investment Pool (OCIP) (Note 3)	\$ 4,002,398	\$ 3,492	\$ (125)	\$ -	\$ 4,005,765	37.06%	
Total Pooled Money Investment Accounts	\$ 8,158,296	\$ 16,885	\$ (125)	\$ -	\$ 8,175,057	75.63%	90.00%
<b>Investments - Interest and Income Bearing</b>							
Certificates of Deposit (book value) (Note 5)	\$ 1,918,869	\$ 1,928	\$ (971)	\$ -	\$ 1,919,827	17.76%	
Total Investments	\$ 1,918,869	\$ 1,928	\$ (971)	\$ -	\$ 1,919,827	17.76%	20.00%
<hr/>							
<b>TOTAL CASH, CASH EQUIVALENTS, AND INVESTMENTS</b>	<b>\$ 11,045,513</b>	<b>\$ 289,887</b>	<b>\$ (526,165)</b>	<b>\$ -</b>	<b>\$ 10,809,235</b>		

**Summary of Total Cash, Cash Equivalents, and Investments (Note 4):**

	General Fund	Special Revenue Funds	Totals
Analyzed Checking	\$ (482,445)	\$ 1,194,486	\$ 712,041
Deposits in Transit	\$ 940	\$ -	\$ 940
Petty Cash	\$ 1,371	\$ -	\$ 1,371
LAIF	\$ 4,169,292	\$ -	\$ 4,169,292
OCIP	\$ 4,005,765	\$ -	\$ 4,005,765
Certificates of Deposit	\$ 1,919,827	\$ -	\$ 1,919,827
<b>Totals</b>	<b>\$ 9,614,749</b>	<b>\$ 1,194,486</b>	<b>\$ 10,809,235</b>

(See **NOTES** on Page 3 of 3)



**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended July 31, 2017**

ITEM 6.2

**INVESTMENT PORTFOLIO DETAIL**

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 5)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
<b>Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)</b>														
02006LM59	2016-1	ALLY BK MIDVALE UTAH	24 months	09/12/16	09/15/16	245,000	243,520	245,000	1.150	Semi-Annual	03/15/17	300	1.150	09/17/18
2366+LAM8	2016-2	CITY BANK	12 months	09/12/16	09/20/16	245,000	244,895	245,000	0.800	Annual	09/20/17	247	0.800	09/20/17
949763BJ4	2016-3	WELLS FARGO BANK	18 months	09/13/16	09/28/16	245,000	244,209	245,000	1.000	Monthly	10/28/16	295	1.000	03/28/18
140420F47	2016-4	CAPITAL ONE BANK USA	18 months	09/13/16	09/21/16	245,000	244,238	245,000	1.000	Semi-Annual	03/21/17	300	1.000	03/21/18
57116ANC8	2017-1	MARLIN BUSINESS BK SALT LAKE	18 months	01/13/17	01/13/17	245,000	244,591	245,000	1.250	Monthly	02/13/17	300	1.250	07/13/18
508176CH5	2017-2	LAKE CITY BANK	24 months	03/08/17	03/22/17	245,000	245,152	245,000	1.600	Monthly	04/22/17	300	1.600	03/22/19
45340KDY2	2017-3	INDEPENDENCE BANK OF KY	10 months	05/04/17	05/09/17	100,000	99,813	100,000	1.000	Monthly	06/09/17	242	1.000	03/09/18
02587DR26	2017-4	AMERICAN EXPRESS CENTURIAN	18 months	05/04/17	05/10/17	245,000	245,005	245,000	1.500	Semi-Annual	11/10/17	300	1.500	11/13/18
864088DC0	2017-5	STURGIS BANK & TRUST CO.	9 months	05/04/17	05/18/17	100,000	99,835	100,000	1.000	Monthly	06/18/17	206	1.000	02/20/18
		Accrued Interest - Month End				4,827	0	4,827						
<b>Total CDs</b>						<b>1,919,827</b>	<b>1,911,257</b>	<b>1,919,827</b>						

(\*) CDs are rated or ranked using an IDC Financial Publishing, Inc. compiled ranking, and includes a one-number summary rank of quality comprised of 35 key financial ratios. Ranks range from 1 (the lowest) to 300 (the highest) and fall into one of the following six groups:

Rank	Group
200-300	Superior
165-199	Excellent
125-164	Average
75-124	Below Average
2-74	Lowest Ratios
1	Highest Probability of Failure

**Pooled Money Investment Accounts (PIMA) (Notes 1, 2, and 3)**

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	4,169,292	4,169,292	4,169,292	1.051	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	4,005,765	4,005,765	4,005,765	1.084	N/A	N/A	N/A	N/A	N/A
<b>Total PIMA</b>						<b>8,175,057</b>	<b>8,175,057</b>	<b>8,175,057</b>						

(See **NOTES** on Page 3 of 3)



**City of Laguna Woods  
City Treasurer's Report  
For the Month Ended July 31, 2017**

**OTHER FUNDS - HELD IN TRUST**

	<b>Beginning Balances As of 6/30/17</b>	<b>Contributions / (Withdrawals)</b>	<b>Administrative Fees &amp; Investment Expense</b>	<b>Unrealized Gain / (Loss)</b>	<b>Ending Balances As of 7/31/17</b>
<b>Other Post-Employment Benefits (OPEB) Trust</b>					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 67,520	\$ -	\$ (5)	\$ 874	\$ 68,389
<b>Total Other Funds - Held in Trust</b>	<u>\$ 67,520</u>	<u>\$ -</u>	<u>\$ (5)</u>	<u>\$ 874</u>	<u>\$ 68,389</u>

**Notes:**

Note 1 - LAIF / During this period there were no transfers to or from the LAIF account.

Note 2 - LAIF / The stated earnings rate for LAIF balances is an average monthly yield applied to the City's weighted average balance within the total pool. Earnings are paid the month after the end of each quarter. Net interest earnings of \$13,393.11 for the quarter ended June 30, 2017 (3 month period) posted in July 2017. Interest earned is offset by expense, with the net interest reported by LAIF as a single transaction.

LAIF average monthly investment yield rate for July 2017 was 1.051%.

LAIF quarterly administrative costs were 0.059% for the quarter ended June 30, 2017. Rates for the quarter ended September 30, 2017 have not yet been posted.

Note 3 - OCIP / The stated earnings rate for OCIP balances is an average monthly yield applied to the City's weighted average balance within the total pool. Earnings are accrued monthly. July accrued interest was \$3,688.76 and will be deposited in August 2017. Interest earned is posited in full by OCIP and investment expenses are posted as a separate transaction (see additional note below).

OCIP average monthly investment yield rate for July 2017 was 1.084%.

OCIP administrative costs were 0.006% for July 2017. Fees since inception posted in July included \$108.49 for the months April - June and \$16.45 for July.

Note 4 - Analyzed Checking Account / Monthly activity reported does not reflect June and July vendor invoicing processed after the date of this report.

Note 5 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. Interest received on certificates of deposits for the month of July 2017 was \$939.65.

**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  
Margaret A. Cady, City Treasurer

8/11/17  
Dated

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**6.3**  
**WARRANT REGISTER**

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**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
8/16/2017**

ITEM 6.3

Date	Vendor Name	Description	Amount
<b>Debit</b>	<b>Automatic Bank Debits</b>		
Debit 7/12/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 7/7/2017	\$31,836.87
Debit 7/14/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 7/7/2017	2,366.54
Debit 7/21/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 7/7/2017	170.04
Debit 7/26/2017	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 7/21/2017	34,723.22
Debit 7/28/2017	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 7/21/2017	2,374.28
Debit 8/4/2017	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 7/21/2017	162.97
Debit 8/1/2017	CALPERS - HEALTH	Employee Benefit Program / August 2017	3,142.34
Debit 7/17/2017	US BANK	Bank Supplies and Fees - June 2017	27.46
Debit 7/27/2017	COUNTY OF ORANGE	Law Enforcement Services / June 2017	136,021.27
Debit 8/3/2017	COUNTY OF ORANGE	Law Enforcement Services / July 2017	216,434.57
<b>Number</b>	<b>Warrants:</b>		
1308 07/14/2017	AAA AWARDS & MONOGRAMMING	Office Supplies	64.65
1309 07/14/2017	ALLIED MECHANICAL AIR SYS, INC	City Hall Maintenance Services / April - June 2017	1,536.00
1310 07/14/2017	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / May 2017	1,740.00
1311 07/14/2017	APRIL BAUMGARTEN	Reimbursement - Mileage & Public Works Academy	295.28
1312 07/14/2017	AT&T	Telephone / 583-1105 / May 2017	19.72
1313 07/14/2017	AT&T	Telephone / 581-3974 / June 2017	123.38
1314 07/14/2017	AT&T	Telephone / 639-0500 / June 2017	205.53
1315 07/14/2017	AT&T	Telephone / 458-3487 / June 2017	37.53
1316 07/14/2017	AT&T	Telephone / 452-0600 / June 2017	1,032.56
1317 07/14/2017	AT&T	Telephone / 770-9359 / June 2017	20.26
1318 07/14/2017	BALLIET, MICHAEL	Waste & Recycling Consulting Services / May 2017	1,443.75
1319 07/14/2017	CAA	Water Quality Consulting Services / May - June 2017	6,678.00
1320 07/14/2017	CALIFORNIA BLDG STANDARDS COMM	Building Permit Fee Assessment / April - June 2017	201.76
1321 07/14/2017	CMTA	Annual Membership Dues / FY 2017-18	155.00
1322 07/14/2017	COASTAL CURRENT ELECTRIC	Cancelled Permit Refund	61.00
1323 07/14/2017	COPYFORCE	Printing Services	922.80
1323 07/14/2017	COPYFORCE	Printing Services	48.49
1323 07/14/2017	COPYFORCE	Printing Services	1,346.88
1323 07/14/2017	COPYFORCE	Printing Services	2,133.45
1324 07/14/2017	COUNTY OF ORANGE	LAFCO Cost Allocation / FY 2017-18	2,010.06
1325 07/14/2017	CSG CONSULTANTS INC	Plan Check Services / May 2017	2,295.00
1326 07/14/2017	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / July 2017	340.61
1327 07/14/2017	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation & Seismic Hazard Mapping Fee / April - June 2017	821.03
1328 07/14/2017	EL TORO WATER DISTRICT	Landscape Irrigation / June 2017	3,859.34
1329 07/14/2017	GOVERNMENT FINANCE OFFICERS	Annual Membership Dues / FY 2017-18	150.00

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
8/16/2017**

ITEM 6.3

<b>Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	
1330	07/14/2017	KONE INC.	City Hall Elevator Maintenance / June 2017	257.62
1331	07/14/2017	KONICA MINOLTA	Copier Charges / June 2017	369.54
1332	07/14/2017	KONICA MINOLTA	Copier Lease / June 2017	482.72
1333	07/14/2017	LILLEY PLANNING GROUP	Building Official Services / June 2017	2,028.00
1334	07/14/2017	MANAGED HEALTH NETWORK	Employee Benefits Program / July 2017	14.63
1335	07/14/2017	MARC DONOHUE	Administrative Services / June 2017	400.00
1336	07/14/2017	MARGARET CADY	Reimbursement - AICPA Membership Dues / FY 2017-18	364.00
1337	07/14/2017	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update / May 2017	9,856.25
1338	07/14/2017	MUNICIPAL CODE CORP	Codification of City Ordinances	4,175.95
1339	07/14/2017	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / June 2017	11,800.00
1339	07/14/2017	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / June 2017	406.25
1339	07/14/2017	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services	1,188.45
1340	07/14/2017	NUVIS	Landscape Architectural & Plan Check Services / April 2017	2,362.50
1341	07/14/2017	NV5, INC.	Building Inspection & Counter Services / May 2017	39,237.50
1342	07/14/2017	ORANGE COAST PLUMBING	City Hall Maintenance Services	698.32
1343	07/14/2017	PAR ELECTRICAL CONTRACTORS,	Deposit Project Balance Refund	2,000.00
1344	07/14/2017	PROTEL COMMUNICATIONS, INC	Telephone System Maintenance	478.00
1345	07/14/2017	RED HAWK FIRE & SECURITY, LLC	Fire & Security Monitoring / July - September 2017	240.00
1346	07/14/2017	RICHARD P GUARNERI	Waste Diversion Deposit Refund	250.00
1347	07/14/2017	ROBERT M BARRY	Financial Consulting Services / June 2017	2,345.00
1348	07/14/2017	RUTAN & TUCKER, LLP	Legal Services / May 2017	674.58
1349	07/14/2017	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency Improvement Program / FY 2016-17	28,216.00
1350	07/14/2017	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance / May 2017	1,205.00
1351	07/14/2017	SIGNS BY CREATIONS UNLIMITED	Shredding Event Signs	349.11
1352	07/14/2017	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS	Assessment Dues / FY 2017-18	1,689.00
1353	07/14/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / June 2017	26.27
1354	07/14/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / June 2017	26.13
1355	07/14/2017	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / June 2017	1,571.54
1356	07/14/2017	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / June 2017	26.09
1357	07/14/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / June 2017	97.00
1358	07/14/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers / May - June 2017	868.83
1359	07/14/2017	SOUTHERN CALIFORNIA EDISON	City Hall Utilities / June 2017	2,025.86
1360	07/14/2017	STAPLES	Office Supplies	206.38
1361	07/14/2017	TEAM ONE MANAGEMENT	Janitorial Services / June 2017	877.74
1362	07/14/2017	THE GAS COMPANY	City Hall Utilities / May 2017	42.49
1363	07/14/2017	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / July 2017	120.18
1364	07/14/2017	WM CURBSIDE, LLC	HHW, Medicine and Sharps Program / May 2017	3,390.00
1365	07/24/2017	AAA AWARDS & MONOGRAMMING	Office Supplies	37.71

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
8/16/2017**

ITEM 6.3

	<b>Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
1366	07/24/2017	ALICE DESCHON	Taxi Voucher Refund	100.00
1367	07/24/2017	AT&T	White Pages / July 2017	4.48
1368	07/24/2017	CALIFORNIA YELLOW CAB	Taxi Voucher Services / June 2017	13,755.00
1368	07/24/2017	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / June 2017	14,811.00
1369	07/24/2017	COPYFORCE	Printing Services	204.73
1369	07/24/2017	COPYFORCE	Printing Services	96.98
1370	07/24/2017	COUNTY OF ORANGE	Automated Fingerprint ID System / July 2017	597.00
1371	07/24/2017	DATA TICKET, INC	Daily Citation Processing / May 2017	0.70
1372	07/24/2017	DICKINSON ELECTRIC	Electrical Work / June 2017	240.00
1373	07/24/2017	EL CAMINO ASPHALT PAVING CORP	Pavement Management Project	52,250.00
1374	07/24/2017	GOGOVAPPS, INC	Code Enforcement & Water Quality Software / FY 2017-18	2,000.00
1375	07/24/2017	ICMA RETIREMENT CORPORATION	Annual Plan Fee / July - September 2017	125.00
1376	07/24/2017	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / June 2017	90.00
1377	07/24/2017	KONE INC.	City Hall Elevator Maintenance / July 2017	257.62
1378	07/24/2017	KONICA MINOLTA	Copier Contract Balance / July 2017	482.72
1379	07/24/2017	MATRIX CONSULTING GROUP	Tri-City Police Study / April - June 2017	6,311.00
1380	07/24/2017	MUNICIPAL CODE CORP	City Municipal Code Annual Support Fee / FY 2017-18	350.00
1381	07/24/2017	NV5, INC.	Pavement Management Project / May 2017	5,817.50
1382	07/24/2017	ORANGE COUNTY REGISTER-NOTICES	Public Notices / May 2017	1,477.00
1383	07/24/2017	PEAK LIGHTING & ELECTRIC, INC	Residential Street Light Maintenance / June 2017	682.89
1384	07/24/2017	PETTY CASH	Replenish petty cash (expenditures reported separately)	0.00
1385	07/24/2017	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / June 2017	6,978.00
1385	07/24/2017	PV MAINTENANCE INC	Catch Basin Cleaning / June 2017	2,244.00
1386	07/24/2017	RUTAN & TUCKER, LLP	Legal Services / March - April 2017	5,222.49
1387	07/24/2017	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance / June 2017	1,205.00
1388	07/24/2017	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers / June 2017	240.19
1389	07/24/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / June 2017	25.12
1390	07/24/2017	SOUTHERN CALIFORNIA EDISON	Street Lights in Right of Way / June 2017	1,916.77
1391	07/24/2017	SOUTHERN CALIFORNIA EDISON	Street Lights in Right of Way / June 2017	15.75
1392	07/24/2017	STAPLES	Office and Janitorial Supplies	114.53
1393	07/24/2017	SUNSET PROPERTY SERVICES	Street Sweeping Services / June 2017	2,723.96
1394	07/24/2017	THE GAS COMPANY	City Hall Utilities / June 2017	31.13
1395	07/24/2017	TYLER TECHNOLOGIES, INC.	Software Conversion & Support / June 2017	9,133.81
1396	07/24/2017	U.S. BANK	Courier Services / June 2017	66.95
1397	07/24/2017	WHITE NELSON DIEHL EVANS LLP	Audit Services / June 2017	3,900.00
1398	07/24/2017	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / June 2017	4,331.55
1399	08/03/2017	AT&T	Telephone / 581-3974 / July 2017	117.12
1400	08/03/2017	AT&T	Telephone / 583-1105 / June 2017	19.72

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
8/16/2017**

ITEM 6.3

<b>Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>	
1401	08/03/2017	CALIBER SIGNS & IMAGING INC	Coyote Warning Signs	1,043.04
1402	08/03/2017	CAPTIONING UNLIMITED	Closed Captioning / City Council Meetings	500.00
1403	08/03/2017	CITIES DIGITAL	Laserfiche Annual Support / August 2017 - August 2018	660.00
1404	08/03/2017	COPYFORCE	Printing Services	161.63
1405	08/03/2017	COUNTY OF ORANGE	800MHz Communication Charges / April - June 2017	360.00
1405	08/03/2017	COUNTY OF ORANGE	800MHz Communication Charges Partnership Cost / July - September 2017	710.00
1406	08/03/2017	CSG CONSULTANTS INC	Plan Check/Building Official Services / June 2017	2,401.25
1407	08/03/2017	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / August 2017	430.06
1408	08/03/2017	MICHAEL BAKER INTERNATIONAL	Planning Services / June 2017	10,915.90
1408	08/03/2017	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / June 2017	6,706.25
1409	08/03/2017	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / July 2017	11,800.00
1409	08/03/2017	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / July 2017	406.25
1410	08/03/2017	NV5, INC.	Traffic & Engineering Services / May 2017	10,013.75
1411	08/03/2017	ROBERT M BARRY	Financial Consulting Services / July 2017	595.00
1412	08/03/2017	RUTAN & TUCKER, LLP	Legal Services / June 2017	4,847.50
1413	08/03/2017	RUTH COHEN	Taxi Voucher Refund	74.00
1414	08/03/2017	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / July 2017	102.71
1415	08/03/2017	STAPLES	Office & Janitorial Supplies	339.09
1416	08/03/2017	U.S. BANK	Courier Services / Hotel Reservation - CJPIA Conference / July 2017	1181.23
1417	08/03/2017	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / August 2017	181.32
1418	08/08/2017	360 BUSINESS CONSULTING	Website Hosting / July 2017	200.00
1419	08/08/2017	ALISO CREEK PRINTING	City Letterhead and Envelopes	1,935.20
1420	08/08/2017	AT&T	Telephone / 458-3487 / July 2017	37.79
1420	08/08/2017	AT&T	Telephone / 452-0600 / July 2017	1,035.23
1420	08/08/2017	AT&T	Telephone / 639-0500 / July 2017	206.31
1420	08/08/2017	AT&T	Telephone / 770-9359 / July 2017	21.58
1421	08/08/2017	BLUE RIBBON TROPHY	Councilmember Name Badge	26.17
1422	08/08/2017	BRUCE JAMIESON	Waste Diversion Deposit Refund	250.00
1423	08/08/2017	CALIFORNIA JPIA	All Risk Property Insurance Policy / FY 2017-18	12,573.00
1424	08/08/2017	CAPTIONING UNLIMITED	City Council Meetings / July 2017	100.00
1424	08/08/2017	CAPTIONING UNLIMITED	City Council Meeting / August 2017	100.00
1425	08/08/2017	COUNTY OF ORANGE	Automated Fingerprint ID System / August 2017	597.00
1426	08/08/2017	EL TORO WATER DISTRICT	Landscape Irrigation / July 2017	4,171.29
1427	08/08/2017	KONICA MINOLTA	Copier Lease / August 2017	482.72
1428	08/08/2017	LILLEY PLANNING GROUP	Building Official Services / July 2017	1,872.00
1429	08/08/2017	MANAGED HEALTH NETWORK	Employee Benefits Program / August 2017	16.72
1430	08/08/2017	MARK PERONA	Taxi Voucher Refund	50.00
1431	08/08/2017	MICHAEL BAKER INTERNATIONAL	Planning Services / July 2017	3,827.50

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
8/16/2017**

ITEM 6.3

Date	Vendor Name	Description	Amount
1432	08/08/2017 NIEVES LANDSCAPE, INC.	Dog Park Cleaning / Odor Control / July 2017	165.00
1432	08/08/2017 NIEVES LANDSCAPE, INC.	Mowing / July 2017	225.00
1433	08/08/2017 ONE WAY CONSTRUCTION	Waste Diversion Deposit Refund	250.00
1434	08/08/2017 SOUTHERN CALIFORNIA EDISON	City Hall Utilities / July 2017	2,419.69
1434	08/08/2017 SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / July 2017	28.14
1434	08/08/2017 SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / July 2017	25.12
1434	08/08/2017 SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / July 2017	24.45
1434	08/08/2017 SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers / July 2017	909.63
1434	08/08/2017 SOUTHERN CALIFORNIA EDISON	Residential Streetlights / July 2017	1,500.40
1435	08/08/2017 STAPLES	Office Supplies	112.32
1436	08/08/2017 TALIMAR SYSTEMS, INC	Office Furniture	126.44
1437	08/08/2017 TEAM ONE MANAGEMENT	Janitorial Services / May 2017	705.54
1438	08/08/2017 THE GAS COMPANY	City Hall Utilities / July 2017	20.69
1439	08/08/2017 VECTUS	City Hall Internet Service / June - August 2017	1,197.00
<b>Total Bank Debits and Warrants:</b>			<b><u>\$801,786.90</u></b>
<b>Petty Cash Expenditure Detail</b>			
	FedEx Office	Courier Services	18.82
	Linda Vanderlinde	Mileage Reimbursement	41.74
	Orange County Clerk-Recorder	Site Development Permit / Document Recording	33.00
	Kustom Locksmith Service	Key Copies	23.71
	Office Depot	Office Supplies	45.14
	Stater Bros	Shredding Event Supplies	7.41
	The Home Depot	Key Copies	4.25
<b>Total Petty Cash:</b>			<b><u>174.07</u></b>

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6.4

**FISCAL YEAR 2017-18 BUDGET ADJUSTMENTS**

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**RESOLUTION NO. 17-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, MODIFYING THE COMMITTED FUND BALANCES FOR THE PAID LEAVE CONTINGENCY FUND AND THE GENERAL FUND CONTINGENCY FUND FOR FISCAL YEAR 2017-18

**WHEREAS**, the Fiscal Year 2017-18 Budget (“Budget”) was adopted by the City Council on June 28, 2017; and

**WHEREAS**, the Budget includes contingency funds for paid leave, self-insurance, and General Fund purposes; and

**WHEREAS**, in accordance with Administrative Policy 2.9, the Budget was adopted with an estimate of the committed fund balance for the Paid Leave Contingency Fund, subject to finalization by City Council action after fiscal-year-end calculations are available; and

**WHEREAS**, fiscal-year-end calculations for the Paid Leave Contingency Fund are now available and staff has recommended an increase in its committed fund balance based on actual accrued paid leave balances for City employees as of June 30, 2017; and

**WHEREAS**, in accordance with Administrative Policy 2.9, modification of the committed fund balance for the Paid Leave Contingency Fund also affects the committed fund balance for the General Fund Contingency Fund.

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

**SECTION 1.** Section 3 of Resolution No. 17-20 is hereby amended, in its entirety, to read as follows:

The General Fund committed and assigned reserves authorized are:

	<i>Fiscal Year 2017-18</i>	<i>Fiscal Year 2018-19</i>
Paid Leave Contingency Fund	\$96,270	\$81,609
Self-Insurance Contingency Fund	\$50,000	\$50,000

General Fund	\$2,540,530	\$2,639,191
Contingency Fund		
<b>TOTAL</b>	<b>\$2,686,800</b>	<b>\$2,770,800</b>

Committed and assigned reserves shall be maintained, administered, and expended in accordance with Administrative Policy 2.9.

**SECTION 2.** The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2017.

\_\_\_\_\_  
SHARI L. HORNE, 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. 17-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 2017, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

**6.5**  
**STREET, RIGHT-OF-WAY, AND**  
**INFRASTRUCTURE MAINTENANCE SERVICES**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
PV MAINTENANCE, INC.  
FOR STREET, RIGHT-OF-WAY, AND INFRASTRUCTURE  
MAINTENANCE SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 1st day of September 2017 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and PV Maintenance, Inc. ("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 September 1, 2017 and ending at 11:59 p.m. on June 30, 2019. Such term may be extended upon written agreement of both parties to this AGREEMENT.

**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.

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This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected 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 15<sup>th</sup> 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 the 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 the 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, 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 the 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, 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. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of

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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 officials, officers, 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 the 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, 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 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

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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, 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, 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 the 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 agents, officers, directors, subcontractors or employees, 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.

## ITEM 6.5

(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 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 the 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 of this AGREEMENT (Compliance with Applicable Laws; Permits and Licenses).

### **SECTION 18. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and 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 staff 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 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

#### **SECTION 20. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the 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 the 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: PV Maintenance, Inc.  
ATTN: President  
23282 Arroyo Vista  
Rancho Santa Margarita, CA 92688

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 the 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.

[SIGNATURES ON NEXT PAGE]

**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

**CONSULTANT:**

By \_\_\_\_\_  
Frank J. Garza, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David B. Cosgrove, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

CONSULTANT shall perform and complete street, right-of-way, and infrastructure maintenance services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

**Prevailing Wage**

**ALL SERVICES PERFORMED BY CONSULTANT UNDER THIS AGREEMENT ARE SUBJECT TO PREVAILING WAGE.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall pay to all persons employed for this work by CONSULTANT sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,1773.1"

**California Department of Industrial Relations**

CONSULTANT shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at all times during the term of this AGREEMENT. All services performed by CONSULTANT under this AGREEMENT are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**Firm Licensure**

A. CONSULTANT shall hold and maintain a valid State of California A (General Engineering Contractor) contractor's license at all times during the term of this AGREEMENT.

**Types of Service**

CONSULTANT shall provide the following services:

**WORK TASK DESCRIPTIONS**

The latest edition of the Standard Specifications for Public Works Construction and/or the Caltrans Standard Specifications, and related Standard Plans and Special Provisions, as solely selected by CITY, as modified by CITY and selected by CITY to be most appropriate for the work, shall govern the work. All work shall be to the satisfaction of CITY.

"Work Task Descriptions" herein include a general level of information regarding minimum performance standards for each work task to be completed. CONSULTANT shall complete

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work tasks at or above the required service levels within the time and schedule required.

For the purpose of pricing, most work tasks are considered separately based on whether they are to be completed as “Routine Work” or “Emergency Work.” Unless a different time is specified in this AGREEMENT, Routine Work shall be completed within 10 business days of request by CITY, unless an alternate timeframe is specified in this Scope of Work. Emergency Work shall be initiated within two (2) hours of request by CITY and completed as expeditiously as possible thereafter. CITY may, at its sole discretion, extend any maximum timeframe upon request of CONSULTANT.

**1A. Base Services Retainer - Streets & Sidewalks** (Units: Annual Lump Sum payable in equal monthly increments)

Define Units: This is a lump sum annual fee payable in equal monthly installments.

This lump sum shall include all costs of standby time, mobilization as defined and all other items of work not specifically included in a unit price work task herein including, but not limited to, the services of the point of contact, backup contact staff, emergency contact staff, communications, scheduling services, providing a storage yard for City equipment (e.g., electronic message board signs, lights, streetlight poles, signs, sign poles, and furniture), compliance with all National Pollutant Discharge Elimination System (NPDES) water quality requirements including Best Management Practices, the cost of insurances, the provision of all aspects of worker and public safety, compliance with all local, state and federal laws, and all other related work. Work Task 1A is for the portion of base services pertaining to streets, sidewalks, and other properties that are eligible expenditures under the State of California’s Gas Tax Guidelines. Specifically excluded from Work Task 1A is any work that occurs at Laguna Woods City Hall or City parks.

**1B. Base Services Retainer - City Hall & Parks** (Units: Annual Lump Sum payable in equal monthly increments)

Define Units: This is a lump sum annual fee payable in equal monthly installments.

This lump sum shall include all costs of standby time, mobilization as defined and all other items of work not specifically included in a unit price work task herein including, but not limited to, the services of the point of contact, backup contact staff, emergency contact staff, communications, scheduling services, providing a storage yard for City equipment (e.g., electronic message board signs, lights, streetlight poles, signs, sign poles, and furniture), compliance with all National Pollutant Discharge Elimination System (NPDES) water quality requirements including Best Management Practices, the cost of insurances, the provision of all aspects of worker and public safety, compliance with all local, state and federal laws, and all other related work. Work Task 1B is for the portion of base services pertaining to Laguna Woods City Hall, City parks, and other properties that are not eligible expenditures under the State of California’s Gas Tax Guidelines.

**2. AC Work - All projects, any combination of work (applies to #3-16)****3. Remove & Replace 4" AC** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) in square feet that is used to repair streets, regardless of depth. This will be performed on an as requested basis.

This activity encompasses the saw cutting, removal of AC and subgrade to provide for up to a full 4-inch section, compaction of disturbed subgrade, tack coating of surfaces with 2 coats of SS-1 h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of 2-inches of PG 64-10 Type 3 B3 AC for base and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet.

**4. Remove & Replace 6" AC** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) in square feet that is used to repair streets, regardless of depth. This will be performed on an as requested basis.

This activity encompasses the saw cutting, removal of AC and subgrade to provide for up to a full 6-inch section, compaction of disturbed subgrade, tack coating of surfaces with 2 coats of SS-1 h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 4-inches and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet.

**5. Remove & Replace 8" AC** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) in square feet that is used to repair streets, regardless of depth. This will be performed on an as requested basis.

This activity encompasses the saw cutting, removal of AC and subgrade to provide for up to a full 8-inch section, compaction of disturbed subgrade, tack coating of surfaces with 2 coats of SS-1 h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 6-inches in two lifts and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet.

**6. Remove & Replace 10" AC** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) in square feet that is used to repair streets, regardless of depth. This will be performed on an as requested basis.

This activity encompasses the saw cutting, removal of AC and subgrade to provide for up to a full 10-inch section, compaction of disturbed subgrade, tack coating of surfaces with 2 coats of SS-1 h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 8-inches in three lifts and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet.

**7. Remove & Replace 12" AC** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) in square feet that is used to repair streets, regardless of depth. This will be performed on an as requested basis.

This activity encompasses the saw cutting, removal of AC and subgrade to provide for up to a full 12-inch section, compaction of disturbed subgrade, tack coating of surfaces with 2 coats of SS-1 h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 10-inches in three lifts and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet.

**8. AC Berm - Type 02 6"** (Units: Linear Feet)

Define Units: This is measured by the surface length asphalt concrete (AC) in linear feet that is used to repair streets. This will be performed on an as requested basis.

This activity encompasses saw cutting, removal of AC Berm as directed by the City, compacting disturbed subgrade, and forming and placement of PG 64-10 Type 3 B3 AC for new berm.

**9. AC Berm - Type 02 8"** (Units: Linear Feet)

Define Units: This is measured by the surface length asphalt concrete (AC) in linear feet that is used to repair streets. This will be performed on an as requested basis.

This activity encompasses saw cutting, removal of AC Berm as directed by the City, compacting disturbed subgrade, and forming and placement of PG 64-10 Type 3 B3 AC for new berm.

**10. AC Crack Repair Cleaning & Filling** (Units: Linear Feet and Lump Sum)

Define Units: This is measured by the surface length of crack sealant in linear feet that is used to repair pavement cracks, regardless of depth. A lump sum is also charged per mobilization. This will be performed on an as requested basis.

This activity encompasses the operation of applying joint filler into pavement cracks to prevent and protect the pavement from decay. All cracks that are 1/8 inch in width or larger shall be routed, blown clean with a hot air lance, and filled with hot asphalt-rubber sealant material. Wide cracks should be filled with patch material. Prior to the application of hot asphalt-rubber sealant, joints and cracks shall be routed and cleaned to remove dust, dirt, moisture, and foreign material or old sealant. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, routing all cracks greater than 1/8 inch, cleaning cracks using compressed air, applying crack seal so there is a smooth finish, and cleaning the work site.

Pavement filling shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the pavement filling and refill any depressed filled cracks to the City's satisfaction.

**11. Cold Patch of AC Pavement - Temporary** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) potholes patched in square feet, regardless of depth. This will be performed on an as requested basis.

This activity encompasses hand patching of potholes, small depressions, and edge breaks in street surfaces to provide a smooth driving surface and temporarily prevent further deterioration of the pavement. This includes, but is not limited to, various subtasks for proper planning and performing the work such as establishing proper traffic control, clearing and grubbing, drying the area to be patched, patching depressions and minor cracking, and cleaning the work site.

Temporary cold patch shall be guaranteed to perform satisfactorily for up to six (6) months. During the guarantee period, the selected firm shall bear all costs to maintain the temporary cold patch to the City's satisfaction.

**12. Cold Patch of AC Pavement - Permanent** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) potholes patched in square feet, regardless of depth. This will be performed on an as requested basis.

This activity encompasses minor permanent patching of potholes, depressions, and edge breaks in street surfaces using Flomix, Aquaphalt, or other City approved hot mix asphalt

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concrete to provide a smooth driving surface per manufacturer's recommendations. This includes, but is not limited to, various subtasks for proper planning and performing the work such as establishing proper traffic control, clearing and grubbing, saw cutting, excavation, hand patching, minor skin patching, and cleaning the work site.

Permanent pothole patching shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the permanent pothole patching to the City's satisfaction.

### **13. AC Cold Plane up to 2"** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) area in square feet that is cold planed in preparation of an asphalt concrete hot mix overlay, regardless of depth. This will be performed on an as requested basis.

This activity encompasses cold planing of up to 2 inches of existing asphalt concrete surfacing. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, clearing and grubbing, applying temporary pavement legends and striping (tabs not accepted), and cleaning the work site.

Asphalt concrete shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the asphalt concrete to the City's satisfaction.

### **14. AC Hot Mix 2" Overlay** (Units: Tons)

Define Units: This is measured by the amount of asphalt concrete (AC) area in net tons placed. The tonnage will be measured by weigh tickets. This will be performed on an as requested basis.

This activity encompasses routing, cleaning and sealing all cracks, placing the asphalt concrete hot mix overlay, and compacting the overlay to 95% relative compaction. A level surface shall be achieved with no more than a 1/8 inch variation in 10 linear feet. The pavement edge joints and match lines shall be neatly and cleanly made. A tack coat of grade SS-1h emulsified asphalt shall be applied to all surfaces prior to placement of new AC, with the exception that tack coat is not required to be applied to aggregate base surfaces. This includes, but is not limited, to various subtasks for proper planning and performing the work such as establishing proper traffic control, clearing and grubbing, saw cutting, and cleaning the limits of the area to receive the AC overlay.

As required to perform the work, the selected firm shall submit the asphalt concrete mix design, in accordance with Greenbook Standard Specifications, to the City.

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Asphalt concrete overlay shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain or restore the asphalt concrete overlay to the City's satisfaction.

### **15. Pave AC Slot 4"** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) in square feet that is used to repair streets. This will be performed on an as requested basis.

This activity encompasses the saw cutting and removal and replacement of existing 4 inch AC pavement and subgrade as necessary to provide for the installation of concrete pad and/or curb and gutter. AC installation is part of this task and shall be installed in accordance with previously detailed specifications. Final repair shall include 2 inch grinding of repair area plus the existing adjoining AC, 2 feet beyond the saw cut and a 2 inch final lift of PG 64-10 Type 3 C3 AC. Installation of concrete is part of a separate work task.

### **16. Pave AC Slot 6"** (Units: Square Feet)

Define Units: This is measured by the surface area of asphalt concrete (AC) in square feet that is used to repair streets. This will be performed on an as requested basis.

This activity encompasses the saw cutting and removal and replacement of existing 6 inch AC pavement and subgrade as necessary to provide for the installation of an adjacent concrete pad and/or curb and gutter. AC installation is part of this task and shall be installed in accordance with previously detailed specifications. Final repair shall include 2 inch grinding of repair area plus the existing adjoining AC, 2 feet beyond the saw cut and a 2 inch final lift of PG 64-10 Type 3 C3 AC. Installation of concrete is part of a separate work task.

### **17. Remove & Replace 4" Sidewalk** (Units: Square Feet and Lump Sum)

Define Units: This is measured by the surface area of a sidewalk in square feet that is removed and replaced, up to 4 inches in depth. A lump sum is also charged per mobilization. This will be performed on an as requested basis.

This activity encompasses the repair of sidewalks by replacement of damaged or deteriorated sections to provide a level transition from slab to slab. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, clearing and grubbing, providing an alternate path of travel for pedestrians and golf carts (when practical), saw cutting and removing the sidewalk from joint to joint, pouring 520-C-2500 concrete with Type V cement, repairing any impacted irrigation, and cleaning the work site.

If the removal and replacement of a sidewalk will interfere with a tree root, the selected firm will coordinate with the City's Arborist and schedule work, as necessary, to accommodate actions by the City's tree maintenance contractor(s) related to the affected tree root. Tree

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removal and root shaving are specifically excluded from the selected firm's responsibilities under this work task.

Replaced sidewalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the replaced sidewalk to the City's satisfaction.

### **18. Remove and Replace Curb & Gutter** (Units: Linear Feet and Lump Sum)

Define Units: This is measured by the surface length of curb and gutter in linear feet that is removed and replaced. The height of the curb may variously be 6 inches, 8 inches, or the height to match the existing curb height with no change in compensation. A lump sum is also charged per mobilization. This will be performed on an as requested basis.

This activity encompasses the repair of damaged or deteriorated concrete curb and gutter to ensure proper drainage flow. Asphalt concrete slot repair will be paid for under work tasks 10 or 11. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, clearing and grubbing, saw cutting and removing the curb and gutter from joint to joint, pouring 520-C-2500 concrete with Type V cement, flow checking the gutter, repairing any impacted irrigation, and cleaning the work site.

If the removal and replacement of a sidewalk will interfere with a tree root, the selected firm will coordinate with the City's Arborist and schedule work, as necessary, to accommodate actions by the City's tree maintenance contractor(s) related to the affected tree root. Tree removal and root shaving are specifically excluded from the selected firm's responsibilities under this work task.

Replaced curb and gutter shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the curb and gutter to the City's satisfaction.

### **19. Sidewalk Grinding** (Units: Linear Feet)

Define Units: This is measured by the surface length of each sidewalk grinding location, up to 10 feet per location. This will be performed on an as requested basis.

This activity encompasses the grinding of concrete sidewalks to provide a smooth surface free of edge displacement, including at transitions between joints. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, clearing and grubbing, mechanical grinding of concrete, and cleaning the work site.

**20. Sidewalk Ramping** (Units: Linear Feet)

Define Units: This is measured by the surface length of each sidewalk ramping location, up to 10 feet per location. This will be performed on an as requested basis.

This activity encompasses the ramping of concrete sidewalks to provide a smooth surface free of edge displacement, including at transitions between joints. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, clearing and grubbing, placing asphalt for ramping, and cleaning the work site.

Sidewalk ramping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the sidewalk ramping to the City's satisfaction.

**21. White or Yellow Lane Restriping - All projects, any combination of work (applies to #22-31)****22. White Lane Restriping - 4" Solid** (Units: Linear Feet)

Define Units: This is measured by the surface length of white lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing white lane striping in the City to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

White striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the white striping, including repainting as necessary, to the City's satisfaction.

**23. White Lane Restriping - 4" Skip** (Units: Linear Feet)

Define Units: This is measured by the surface length of white lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing white lane striping in the City to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

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White striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the white striping, including repainting as necessary, to the City's satisfaction.

### **24. White Lane Restriping - 6' Solid or Skip** (Units: Linear Feet)

Define Units: This is measured by the surface length of white lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing white lane striping in the City to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

White striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the white striping, including repainting as necessary, to the City's satisfaction.

### **25. White Lane Restriping - 8' Solid or Skip** (Units: Linear Feet)

Define Units: This is measured by the surface length of white lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing white lane striping in the City to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

White striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the white striping, including repainting as necessary, to the City's satisfaction.

### **26. Yellow Lane Restriping - 4' Solid** (Units: Linear Feet)

Define Units: This is measured by the surface length of yellow lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing yellow lane striping in the City, and a single 3 inch black stripe coat in between all existing double yellow lane striping in the City, to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

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Yellow striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the yellow striping, including repainting as necessary, to the City's satisfaction.

### **27. Yellow Lane Restriping - 4" Skip** (Units: Linear Feet)

Define Units: This is measured by the surface length of yellow lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing yellow lane striping in the City, and a single 3 inch black stripe coat in between all existing double yellow lane striping in the City, to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Yellow striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the yellow striping, including repainting as necessary, to the City's satisfaction.

### **28. Yellow Lane Restriping - 4" Solid or Skip** (Units: Linear Feet)

Define Units: This is measured by the surface length of yellow lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing yellow lane striping in the City, and a single 3 inch black stripe coat in between all existing double yellow lane striping in the City, to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Yellow striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the yellow striping, including repainting as necessary, to the City's satisfaction.

### **29. Yellow Lane Restriping - 4" Solid or Skip** (Units: Linear Feet)

Define Units: This is measured by the surface length of yellow lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing yellow lane striping in the City, and a single 3 inch black stripe coat in between all existing double yellow lane striping in the City, to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work

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including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Yellow striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the yellow striping, including repainting as necessary, to the City's satisfaction.

**30. Yellow Lane Restriping - Double Solid** (Units: Linear Feet)

Define Units: This is measured by the surface length of yellow lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing yellow lane striping in the City, and a single 3 inch black stripe coat in between all existing double yellow lane striping in the City, to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Yellow striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the yellow striping, including repainting as necessary, to the City's satisfaction.

**31. Yellow Lane Restriping - Double Broken** (Units: Linear Feet)

Define Units: This is measured by the surface length of yellow lane striping that is painted. #21 also applies. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing yellow lane striping in the City, and a single 3 inch black stripe coat in between all existing double yellow lane striping in the City, to provide defined travel lanes and proper vehicle guidance. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Yellow striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the yellow striping, including repainting as necessary, to the City's satisfaction.

**32. Road Markings - All projects, any combination of work (applies to #33-34, #36-38)**

**33. Road Markings - Stop Bar & Chevron Restriping** (Units: Square Feet)

Define Units: This is measured by the surface area of stop bars and chevrons in square feet that are painted. #32 also applies. This will be performed on an as requested basis.

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This activity encompasses applying a single coat of paint to any existing stop bar and chevron in the City, to provide defined markings for vehicle and pedestrian control. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Stop bar and chevron striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the stop bar and chevron striping, including repainting as necessary, to the City's satisfaction.

### **34. Road Markings - Crosswalk Restriping** (Units: Square Feet)

Define Units: This is measured by the surface area of crosswalk striping in square feet that are painted. #32 also applies. This will be performed on as requested basis.

This activity encompasses applying a single coat of paint to any existing crosswalk in the City to provide defined markings for vehicle and pedestrian control. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Crosswalk striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the crosswalk striping, including repainting as necessary, to the City's satisfaction.

### **35. Road Markings - Curb Repainting** (Units: Linear Feet)

Define Units: This is measured by the surface length of curb striping in linear feet that is painted, measured on the top of the curb. #32 also applies. This will be performed on as requested basis.

This activity encompasses applying two coats of paint to any existing curb in the City to enforce parking or stopping regulations, or to improve visibility. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, cleaning and scraping the existing curb paint, applying paint with rollers or airless sprayers, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Curb paint shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the curb paint, including repainting as necessary, to the City's satisfaction.

**36. Road Markings - Street and Sidewalk Legend (Letter) Repainting** (Units: Each)

Define Units: This is measured by each street or sidewalk legend letter that is painted, regardless of size. All repainting of legends shall meet the size and shape of existing legends, whether or not the legends are standard size or oversized. #32 also applies. A “legend” is defined as any arrow or any whole word paid by letter, such as “Stop,” “Slow,” “Signal,” “Ahead,” and “No Golf Carts,” regardless of the number of letters painted, and including all types of painted arrows. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing street or sidewalk legend in the City to assist with vehicle and pedestrian control. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Street and sidewalk legend paint shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the street and sidewalk legend paint, including repainting as necessary, to the City’s satisfaction.

**37. Road Markings – Type IV Left, Right, or Straight Arrow Repainting** (Units: Each)

Define Units: This is measured by each Type IV left, right, or straight arrow that is painted, regardless of size. All repainting of arrows shall meet the size and shape of existing legends, whether or not the legends are standard size or oversized. #32 also applies. “Type IV” refers to the Type IV California Department of Transportation designation. This will be performed on an as requested basis.

This activity encompasses applying a single coat of paint to any existing Type IV left, right, or straight arrow in the City to assist with vehicle control. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Arrow paint shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the arrow paint, including repainting as necessary, to the City’s satisfaction.

**38. Road Markings – Type VI or Type VII Arrow Repainting** (Units: Each)

Define Units: This is measured by each Type VI or Type VII arrow that is painted, regardless of size. All repainting of arrows shall meet the size and shape of existing legends, whether or not the legends are standard size or oversized. #32 also applies. “Type VI” and “Type VII” refer to the Type VI and Type VII, respectively, California Department of Transportation designations. This will be performed on an as requested basis.

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This activity encompasses applying a single coat of paint to any existing Type VI or Type VII arrow in the City to assist with vehicle control. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

Arrow paint shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the selected firm shall bear all costs to maintain the arrow paint, including repainting as necessary, to the City's satisfaction.

### **39. Reflective Pavement Marker** (Units: Each and Lump Sum)

Define Units: This is measured by each reflective pavement marker that is installed. A lump sum is also charged per mobilization. This will be performed on an as requested basis. "Reflective pavement marker" does not include Botts' Dots or non-standard markers.

This activity encompasses replacing any existing reflective pavement marker in the City to assist with vehicle control. This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, applying paint, and cleaning the work site. Misapplied paint shall be immediately removed at no cost to the City.

### **40. Shopping Cart and Litter Removal - Streets & Sidewalks** (Units: Annual Lump Sum payable in equal monthly increments)

Define Units: This is a lump sum annual fee payable in equal monthly installments. This will be performed once per week.

This activity encompasses the removal of all unattended shopping carts to maintain the condition of streets and sidewalks, as well as operability, safety, and convenience. This activity shall be performed on every Monday morning (except when a federal holiday is observed on a Monday, in which case this activity shall be performed on the following Tuesday morning). A one-person crew shall visually inspect all street and sidewalk locations throughout the City, remove all unattended shopping carts, return any identifiable shopping carts to business locations within 5 miles of the City, store any unidentifiable or shopping carts belonging to business locations greater than 5 miles of the City at a location acceptable to the City for retrieval by the owners, discard shopping carts not retrieved by an owner after 30 days subject to the City's approval, and provide a weekly activity report of all shopping carts removed by the end of each regularly scheduled Shopping Cart Removal shift. Work Task 24 is for the portion of shopping cart removal pertaining to streets, sidewalks, and other properties that are eligible expenditures under the State of California's Gas Tax Guidelines. Specifically excluded from Work Task 40 is any work that occurs at Laguna Woods City Hall or City parks.

**41. Shopping Cart Removal - City Hall & Parks** (Units: Annual Lump Sum payable in equal monthly increments)

Define Units: This is a lump sum annual fee payable in equal monthly installments. This will be performed once per week.

This activity encompasses the removal of all unattended shopping carts to maintain the condition of property, as well as operability, safety, and convenience. This activity shall be performed on every Monday morning (except when a federal holiday is observed on a Monday, in which case this activity shall be performed on the following Tuesday morning). A one-person crew shall visually inspect all street and sidewalk locations throughout the City, remove all unattended shopping carts, return any identifiable shopping carts to business locations within 5 miles of the City, store any unidentifiable or shopping carts belonging to business locations greater than 5 miles of the City at a location acceptable to the City for retrieval by the owners, discard shopping carts not retrieved by an owner after 30 days subject to the City's approval, and provide a weekly activity report of all shopping carts removed by the end of each regularly scheduled Shopping Cart Removal shift. Work Task 41 is for the portion of shopping cart removal pertaining to Laguna Woods City Hall, City parks, and other properties that are not eligible expenditures under the State of California's Gas Tax Guidelines.

**43. Sign Post Removal, Installation & Replacement** (Units: Each)

Define Units: This is measured by each sign post removed, installed, or replaced, up to 14 feet in height, regardless of location. This will be performed on an as requested basis.

This activity encompasses the procurement and installation or replacement of sign posts for both standard and custom street signs, as well as the disposal of removed materials (if applicable). It also includes the removal of sign posts without replacement.

**43. Remove & Repair/Replace Standard or Custom Traffic Sign** (Units: Each and Materials)

Define Units: This is measured by each standard or custom traffic sign removed and repaired/replaced. This will be performed on an as requested basis. The cost of materials will also be charged.

This activity encompasses the removal and repair/replacement of standard or custom traffic signs (e.g., "Stop," "Yield," "Share the Sidewalk," and "Golf Cart Crossing"). This includes, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, removing signs, repairing/installing signs, disposing of removed signs or transporting the same to the storage yard for City equipment, and cleaning the work site.

**37. Extra Work** (Units: Time and Materials Basis)

Define Units: These services are provided on a time and materials basis, using the selected firm's rate schedule. These will be performed on an as requested basis.

Examples of extra work include, but are not limited to:

- Debris Removal
- Downed Tree Removal
- Drain & Culvert Cleaning
- Graffiti Removal
- Paint & Material Spill Removal
- Pressure Washing
- Sandblasting
- Purchase of Standard & Custom Traffic Signs
- Detectable Warning Surface Installation
- Street and Park Furniture Installation
- Office Furniture & Equipment Movement
- Other Street, Right-of-Way, and Infrastructure Services

**Standards for Personnel**

- B. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He or she shall have at least two (2) years of experience involving street maintenance and be fluent in the English language. Experience managing municipal contracts is highly desirable.
- C. CONSULTANT shall work with CITY to establish procedures for providing notification of required services including, at a minimum, the designation of a primary and alternate point of contact, one of whom shall be available to CITY, via telephone, at all times.
- D. At all times during street, right-of-way, and infrastructure maintenance services, CONSULTANT's personnel shall be dressed in clean, high visibility uniforms, appropriate

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to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not worn. Personnel not in full uniform shall be immediately removed from providing services.

- E. CONSULTANT's personnel shall possess all of the following:
  - a. Proper licensure and training for operation of equipment utilized.
  - b. Ability to operate equipment in accordance with the manufacturer's recommendations.
  - c. Ability to make required operator/mechanical adjustments to the equipment being used.
  - d. Knowledge of safety regulations as they relate to the work performed.
  - e. Knowledge of the safety and uniform standards required by this AGREEMENT.

### **Standards of Practice**

- F. CONSULTANT shall possess a documented California Division of Occupational Health and Safety (CalOSHA) compliant safety certification for each aerial lift that its personnel use.
- G. CONSULTANT shall keep all equipment in good working order and shall maintain, operate, and utilize the same in full compliance with applicable manufacturer's instructions, CalOSHA regulations, California Department of Transportation (DOT) requirements, and the California Manual of Uniform Traffic Control Devices (CAMUTCD).
- H. CONSULTANT shall setup, operate, and stage in a manner that presents the least amount of disruption to residents, businesses, the public, and traffic flow. Equipment shall never be stored or left unattended on a public street, CITY facility, or private property.
- I. CONSULTANT shall identify the location of all utilities, irrigation components, trees, and/or any public or private property element(s) that could be compromised by any work activity. This pre-inspection shall occur prior to any commencement of work. If identified, CONSULTANT shall take appropriate action to protect the same. If, during the course of the pre-inspection, CONSULTANT identifies damage that existed before the onset of work, CONSULTANT shall document the damage with photographs and report such damage to CITY prior to any commencement of work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo documentation and/or a written report to CITY shall be considered the responsibility of CONSULTANT.
- J. CONSULTANT shall prevent unnecessary noise resulting from its work and comply with the Laguna Woods Municipal Code's noise standards, as may change from time-to-time.

### **Clean-up and Waste Disposal**

- K. CONSULTANT shall not permit any personnel or member of the public to collect, salvage, or remove any debris resulting from street, right-of-way, and infrastructure maintenance services.

ITEM 6.5

- L. If CONSULTANT chooses to utilize a third-party to haul debris resulting from services, it shall be a requirement to use Waste Management of Orange County (Waste Management Collection and Recycling, Inc.).

**Injury or Death Incident Reporting**

- M. CONSULTANT shall report to CITY any incident that occurs during work, and results in any injury or death, within one (1) hour of occurrence. CONSULTANT shall prepare and submit a written report to CITY within twenty-four (24) hours of any such incident.

**Property Damage Reporting and Repair**

- N. Should any structure or property be damaged during CONSULTANT's work, CONSULTANT shall notify the property owners and CITY within one (1) hour of occurrence. CONSULTANT shall make all arrangements for repairs to damaged property within forty-eight (48) hours of occurrence, except utility lines, which shall be repaired within twenty-four (24) hours of occurrence. CONSULTANT shall be solely responsible for contacting all utilities, property owners, and contractors required to complete such repairs. Repairs shall be made in accordance with the appropriate building codes under permits issued by CITY (CITY will not waive fees) and other laws and regulations, as applicable. Repairs shall be made using components matching those that were damaged.

**EXHIBIT "B"**  
**COMPENSATION**

CONSULTANT shall be compensated using the following rates:

**Section 1**

<b>Work Task</b>	<b>Description</b>	<b>Unit</b>	<b>Pricing (Routine Work)</b>
1A	Base Services Retainer – Streets & Sidewalks	Lump Sum	\$9,200
1B	Base Services Retainer – City Hall & Parks	Lump Sum	\$2,900
2	AC Work - All projects, any combination of work (applies to #3-16)	Lump Sum	\$1,500
3	Remove & Replace 4" AC	Square Ft.	\$8.76
4	Remove & Replace 6" AC	Square Ft.	\$9.66
5	Remove & Replace 8" AC	Square Ft.	\$11.92
6	Remove & Replace 10" AC	Square Ft.	\$14.41
7	Remove & Replace 12" AC	Square Ft.	\$17.29
8	AC Berm - Type 02 6"	Linear Ft.	\$65.20
9	AC Berm - Type 02 8"	Linear Ft.	\$67.61
10	AC Crack Repair Cleaning & Filling	Linear Ft.	\$1.15
		Lump Sum	\$5,000
11	Cold Patch of AC Pavement - Temporary	Square Ft.	\$10.98
12	Cold Patch of AC Pavement - Permanent	Square Ft.	\$10.98
13	AC Cold Plane up to 2"	Square Ft.	\$7.28
14	AC Hot Mix 2" Overlay	Tons	\$336
15	Pave AC Slot 4"	Square Ft.	\$29.14
16	Pave AC Slot 6"	Square Ft.	\$30.51
17	Remove & Replace 4" Sidewalk	Square Ft.	\$16.37
		Lump Sum	\$1,450
18	Remove and Replace Curb & Gutter	Linear Ft.	\$56.15
		Lump Sum	\$1,450

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<b>Work Task</b>	<b>Description</b>	<b>Unit</b>	<b>Pricing (Routine Work)</b>
19	Sidewalk Grinding	Linear Ft.	\$15
20	Sidewalk Ramping	Linear Ft.	\$19
21	White or Yellow Lane Restriping - All projects, any combination of work (applies to #22-31)	Lump Sum	\$1,440
22	White Lane Restriping - 4" Solid	Linear Ft.	\$0.15
23	White Lane Restriping - 4" Skip	Linear Ft.	\$0.13
24	White Lane Restriping - 6" Solid or Skip	Linear Ft.	\$0.17
25	White Lane Restriping - 8" Solid or Skip	Linear Ft.	\$0.20
26	Yellow Lane Restriping - 4" Solid	Linear Ft.	\$0.15
27	Yellow Lane Restriping - 4" Skip	Linear Ft.	\$0.13
28	Yellow Lane Restriping - 6" Solid or Skip	Linear Ft.	\$0.17
29	Yellow Lane Restriping - 8" Solid or Skip	Linear Ft.	\$0.20
30	Yellow Lane Restriping - Double Solid	Linear Ft.	\$0.24
31	Yellow Lane Restriping - Double Broken	Linear Ft.	\$0.22
32	Road Markings - All projects, any combination of work (applies to #33-34, #36-38)	Lump Sum	\$980
33	Road Markings - Stop Bar & Chevron Restriping	Square Ft.	\$1.45
34	Road Markings - Crosswalk Restriping	Square Ft.	\$1.45
35	Road Markings - Curb Repainting	Linear Ft.	\$2.25
36	Road Markings - Street and Sidewalk Legend (Letter) Repainting	Each	\$9.95
37	Road Markings - Type IV Left, Right, or Straight Arrow Repainting	Each	\$17.25
38	Road Markings - Type VI or Type VII Arrow Repainting	Each	\$44.85
39	Reflective Pavement Marker	Lump Sum	\$1,440
		Each	\$4.60
40	Shopping Cart and Litter Removal - Streets & Sidewalks	Lump Sum	\$17,000
41	Shopping Cart and Litter Removal - Parks	Lump Sum	\$6,764
42	Sign Post Removal, Installation & Replacement	Each	\$156

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Work Task	Description	Unit	Pricing (Routine Work)
43	Remove & Repair/Replace Standard or Custom Traffic Sign	Each	\$60
		Materials	12.5% mark-up over cost (as evidenced by receipts)
44	Extra Work	Time & Materials Basis (See Section 2 below)	

“Emergency Work” shall be charged at rates not to exceed 1.5 times the price of Routine Work, or shall be charged as “Extra Work,” subject to prior agreement by CITY and CONSULTANT.

**Section 2**

Description	Unit	Pricing
<b><i>General Work</i></b>		
Supervisor	Hour	\$100.41
Lead Worker	Hour	\$111
Crewmember	Hour	\$104.64
Supervisor - After-Hours	Hour	\$150.09
Lead Worker - After-Hours	Hour	\$166.50
Crewmember - After-Hours	Hour	\$156.52
<b><i>Graffiti Removal Work</i></b>		
One-person Crew	Hour	\$98
Two-person Crew	Hour	\$196
One-person Crew - After-Hours	Hour	\$166.50
Two-person Crew - After-Hours	Hour	\$294
Pick-up Truck	Hour	\$22.32
Flatbed Truck	Hour	\$25.30
Pressure Washing	Hour	\$175
Pressure Washing - After-Hours	Hour	\$287.50
Sandblasting with Sweeper (four hour minimum)	Hour	\$656
<b><i>Paint and Material Removal Work</i></b>		

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Description	Unit	Pricing
All projects, any combination of work	Lump Sum	\$2,025
	Square Foot	\$4.05
Pressure Washing	Hour	\$175
Pressure Washing - After-Hours	Hour	\$345
Sandblasting with Sweeper (four hour minimum)	Hour	\$656
<i>Other Subcontractors, Equipment, and Materials (Any Section 2 Work)</i>	12.5% mark-up over cost (as evidenced by receipts)	

“After-Hours,” as used in Section 2, shall mean any work occurring between the hours of 4 p.m. and 7 a.m.

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

**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 agents, representatives or employees. 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 the CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the 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.

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

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, its 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

## ITEM 6.5

complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each 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 the 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.

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7.1

**GOLDEN RAIN FOUNDATION GENERAL PLAN  
AMENDMENT, ZONING CODE AMENDMENT,  
AND ZONE CHANGES FOR URBAN ACTIVITIES  
CENTER PROPERTIES (GPA/ZC-1169)**

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# City of Laguna Woods Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** August 16, 2017 Regular Meeting

**SUBJECT:** Golden Rain Foundation General Plan Amendment, Zoning Code Amendment, and Zone Changes for Urban Activities Center Properties (GPA/ZC-1169)

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## **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 A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING AND REPORTING

PROGRAM, AND AMENDMENTS TO THE LAGUNA WOODS  
GENERAL PLAN RELATED TO THE GOLDEN RAIN FOUNDATION  
GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT,  
AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER  
PROPERTIES (GPA/ZC-1169) PROJECT

AND

6. Approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADDING SECTION 13.08.040 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO THE ESTABLISHMENT OF A RESIDENTIAL COMMUNITY-MAINTENANCE ZONING OVERLAY, AND ADOPTING ZONE CHANGES RELATED TO THE GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT, AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES (GPA/ZC-1169) PROJECT

**Background**

The City has received an application from the Golden Rain Foundation for the project known as “Golden Rain Foundation General Plan Amendment, Zoning Code Amendment, and Zone Changes for Urban Activities Center Properties” and also referred to as “GPA/ZC-1169” (“proposed project”). The proposed project does not include any changes in existing land uses.

The Golden Rain Foundation’s stated intent in submitting the proposed project is to better align existing land uses with land use designations and zoning. Village Management Services (“VMS”) staff have indicated that they support the proposed project “... as several residents through the years have expressed their desire to retain the support facilities southwest of Moulton Parkway and El Toro Road and to not allow sale of the parcels that could lead to high-rise residential and retail commercial uses. Left unchanged, the existing land use designations and zoning would potentially allow both residential and commercial uses.<sup>1</sup>”

<sup>1</sup> Laguna Woods Village “Re: What’s Up in the Village: Fourth of July, Public Notice Clarification, and More!” Message to *Laguna Woods Village Breeze* distribution list. July 1, 2017. Email.

Project Location

The proposed project pertains to the following six parcels in the City of Laguna Woods, all of which are owned and maintained by the Golden Rain Foundation and are generally located south of El Toro Road and north of the Aliso Viejo Golf Course between Calle Sonora and Moulton Parkway:

Site	Assessor's Parcel Number
1	621-131-06
2	621-131-07
3	621-131-23
4	621-131-18
5	621-131-19
6	621-131-20

Map showings the approximate locations of all six parcels are included on pages 7 and 9 of the initial study and draft mitigated negative declaration (Attachment C).

Project Summary

The proposed project includes:

1. A General Plan Amendment affecting the City's General Plan Land Use Element to (a) change the land use designation for Sites 1-5 from Urban Activities Center (UAC) to Residential Community (RC); (b) change the land use designation for Site 6 from portions Open Space (OS) and portions Urban Activities Center (UAC) to entirely OS; and (c) delete the Urban Activities Center (UAC) land use designation, including related narrative and one implementation measure. *[See Attachments A and D]*

AND

2. A Zoning Code Amendment affecting various portions of the Laguna Woods Municipal Code to (a) delete the Urban Activities Center (UAC) zoning district, and (b) establish a new Residential Community – Maintenance (RC-MT) Zoning Overlay district. The Residential Community – Maintenance (RC-MT) Zoning Overlay would be established for the continued development and preservation of specialized maintenance and operational

support facilities that provide services to the base Residential Community (RC) zoning district, and to prohibit incompatible uses. *[See Attachment B]*

AND

3. Zone Changes affecting the City's Zoning Map to (a) change the zoning district for Sites 1-5 from Urban Activities Center (UAC) to Residential Community (RC) with the Residential Community – Maintenance (RC-MT) Zoning Overlay district, and (b) change the zoning district for Site 6 from portions Open Space-Recreation (OS-R) and portions Urban Activities Center (UAC) to entirely Open Space-Recreation (OS-R). *[See Attachments B and C]*

### **Discussion**

After reviewing the Golden Rain Foundation's land use application and considering environmental issues as required by the California Environmental Quality Act ("CEQA"), staff recommends that the City Council approve the proposed project.

### **Environmental Review**

The Initial Study prepared for the proposed project finds that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because of the incorporated mitigation measures and revisions in the project that have been made by or agreed to by the Golden Rain Foundation (Exhibit A to Attachment A). Therefore, a Mitigated Negative Declaration (Attachment C) and Mitigation Monitoring and Reporting Program (Exhibit A to Attachment A) have been prepared. None of the project sites are included on any hazardous material lists enumerated under Government Code Section 65962.5. Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program will be considered in connection with approval and adoption of the project.

The noticed, public review period for the Mitigated Negative Declaration was from June 29, 2017 to July 31, 2017. During that time, related documents – including the initial study and proposed mitigated negative declaration and mitigation monitoring plan – were available for public review at City Hall and on the City's website. While numerous individuals contacted the City for additional information on the project, only one written comment was received. The comment and the City's response is included as Attachment E.

**Fiscal Impact**

The City's costs related to this project are recovered from the applicant.

Report Prepared With: Rebecca M. Pennington, Development Programs Analyst

- Attachments:
- A – Proposed Resolution
    - Exhibit A – Proposed Mitigation Monitoring and Reporting Program
    - Exhibit B – Proposed Land Use Element
  - B – Proposed Ordinance
    - Exhibit A – Proposed Code Amendments
    - Exhibit B – Proposed Zoning Map
  - C – Initial Study and Draft Mitigated Negative Declaration
  - D – Proposed Land Use Element (redline)
  - E – Public Comment and Response

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**RESOLUTION NO. 17-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING AND REPORTING PROGRAM, AND AMENDMENTS TO THE LAGUNA WOODS GENERAL PLAN RELATED TO THE GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT, AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES (GPA/ZC-1169) PROJECT

**WHEREAS**, the Golden Rain Foundation submitted an application for the project known as “Golden Rain Foundation General Plan Amendment, Zoning Code Amendment, and Zone Changes for Urban Activities Center Properties” and also referred to as “GPA/ZC-1169” (“proposed project”); and

**WHEREAS**, the proposed project was initiated by the Golden Rain Foundation (“project proponent/applicant”) and not the City; and

**WHEREAS**, the City has certain obligations to review and process each submitted land use application in accordance with State law; and

**WHEREAS**, if adopted, the proposed General Plan Amendment (which is a part of the proposed project) will amend the Land Use Element of the City’s General Plan to change the land use designation for six parcels and delete the Urban Activities Center land use designation, including related narrative and one implementation measure, which is attached hereto as Exhibit B and incorporated herein by this reference; and

**WHEREAS**, the proposed project is considered a project under California Environmental Quality Act (“CEQA”) regulations; and

**WHEREAS**, pursuant to Article 7 of the City’s Local CEQA Procedures, and after reviewing the entire project record, it has been determined that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because of the incorporated mitigation measures and revisions in the project that have been made by or agreed to by the project proponent/applicant; and

**WHEREAS**, a Mitigated Negative Declaration, subject to a Mitigation Monitoring and Reporting Program (“MMRP”) which is attached hereto as Exhibit A and incorporated herein by this reference, has been prepared for the proposed project in accordance with CEQA and the Mitigated Negative Declaration was posted for public review from June 29, 2017 to July 31, 2017; and

**WHEREAS**, the Mitigated Negative Declaration for the proposed project was submitted by the City to the State Clearinghouse for review and no comments thereon were received from the State Clearinghouse; and

**WHEREAS**, on August 16, 2017, the City Council held a duly noticed public hearing on the proposed Code Amendments and Zone Changes at which it considered all of the information, evidence, and testimony presented, both written and oral.

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

**SECTION 1.** In accordance with Article 7 of the City’s Local CEQA Procedures and Section 15074 of the CEQA Guidelines, the City Council makes the following findings with respect to the Mitigated Negative Declaration:

1. The City Council finds on the basis of the evidence presented and the whole record before it, including the Initial Study and Mitigated Negative Declaration, and comments received, that there is no substantial evidence that the proposed project, as mitigated, will have a significant effect on the environment.
2. The Mitigation Monitoring and Reporting Program, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, will ensure compliance with the mitigation measures during the implementation of the proposed project.
3. The adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program reflects the City Council’s independent judgment and analysis.
4. The Mitigated Negative Declaration (including any revisions developed under 14 C.C.R § 15070(b)) and other documents or materials which

constitute the record of proceedings upon which this decision is based are located at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637, and the custodian of record of proceedings is the City Clerk.

5. The City Clerk is authorized and directed to prepare and file a Notice of Determination consistent with 14 C.C.R § 15075, within five (5) working days of the adoption of this resolution.

**SECTION 2.** In accordance with Section 9 of the City’s Local CEQA Procedures, the City Council finds that the Mitigated Negative Declaration has been completed in compliance with CEQA, the State CEQA Guidelines, and the City’s Local CEQA Procedures. The Mitigated Negative Declaration adequately addresses the general environmental setting of the proposed project, its environmental impacts, alternatives, and mitigation measures (if applicable) related to each impact and is hereby adopted. The Mitigation Monitoring and Reporting Program, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is also hereby adopted in accordance with State law.

**SECTION 3.** The City Council makes the following findings regarding the General Plan Amendment (a copy of which is attached hereto as Exhibit B and incorporated herein) included as a part of the proposed project:

1. In accordance with Government Code Section 65300.5, the proposed General Plan Amendment is consistent with other elements of the City’s General Plan.

The proposed project includes a General Plan Amendment to update the Land Use Element of the City’s General Plan in response to a request made by the Golden Rain Foundation to change the land use designation for five sites from Urban Activities Center (“UAC”) to Residential Community (“RC”), and change the land use designation for one site from portions Open Space (“OS”) and portions Urban Activities Center (“UAC”) to entirely OS. All proposed land use designations are existing land use designations within the City’s General Plan and there are no provisions thereof which serve to prohibit such designations from occurring the locations requested. Therefore, in accordance with Government Code Section 65300.5, this General Plan Amendment is internally consistent with the other elements of the General Plan. The City notes that some maps, exhibits, and references elsewhere in the General Plan have not been updated to currently reflect all the intervening changes in land use designations, and intends to make those

conforming changes as a part of the General Plan Comprehensive Update Project that is currently underway. Those changes are considered minor and administrative and not matters impacting consistency as set forth in Government Code Section 65300.5.

2. In accordance with Government Code Section 65300.9 (to the extent it is applicable), the proposed General Plan Amendment, if applicable, responds to changes in state and/or federal law.

Not applicable. There are no changes in state and/or federal law that directly apply to the General Plan Amendment.

3. The proposed General Plan Amendment has been referred to the County of Orange and any adjacent cities abutting or affected by the proposed action.

The proposed General Plan Amendment is found not to constitute a “substantial amendment” the City’s General Plan, in that it proposes only to change the land use designation for five sites from Urban Activities Center (“UAC”) to Residential Community (“RC”), and change the land use designation for one site from portions Open Space (“OS”) and portions Urban Activities Center (“UAC”) to entirely OS. All proposed land use designations are existing land use designations within the City’s General Plan, such that no new or comprehensive alterations to existing or planned future land uses are expected to result from the amendment. Further, the proposed General Plan Amendment will have no impact on limiting housing within the City. As such, the referral provisions of Government Code Section 65352 are found not to apply. Notwithstanding, however, the proposed General Plan Amendment has been referred to the County of Orange, adjacent cities abutting or affected by the proposed action, and other referral agencies, by way of referral of the Mitigated Negative Declaration through the State Clearinghouse, and through notification of a public hearing for the proposed General Plan Amendment.

4. The proposed General Plan Amendment will not be detrimental to the public health, safety, and welfare of the community.

The proposed General Plan Amendment will not result in any uses or activities that would impact the public health, safety, or welfare of the community. The Mitigated Negative Declaration adequately addresses the

general environmental setting of the proposed project, its environmental impacts, and mitigation measures (if applicable) related to each impact.

**SECTION 4.** Based on the findings herein, the City Council does hereby approve and adopt the amendment to the General Plan Land Use Element, including the amendments to the Land Use Map, as set forth in Exhibit B.

**SECTION 5.** The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2017.

\_\_\_\_\_  
SHARI L. HORNE, 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. 17-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 2017, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

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**CITY OF LAGUNA WOODS  
GOLDEN RAIN FOUNDATION GENERAL  
PLAN AMENDMENT, ZONING CODE  
AMENDMENT, AND ZONE CHANGES  
FOR URBAN ACTIVITIES CENTER  
PROPERTIES**

**DRAFT MITIGATION MONITORING AND REPORTING PROGRAM**

*Lead Agency:*

CITY OF LAGUNA WOODS  
24264 EL TORO ROAD  
LAGUNA WOODS, CA 92637

**JUNE 2017**

ITEM 7.1 - Exhibit A to Attachment A

## 1. INTRODUCTION

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Golden Rain Foundation General Plan Amendment, Zoning Code Amendment, and Zone Changes for Urban Activities Center Properties (GP/ZC-1169) project. A MMRP is required for the proposed project because the Initial Study/Mitigated Negative Declaration has identified potentially significant adverse impacts, and measures have been identified to mitigate those impacts. This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to "adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment."

## 2. MITIGATION MONITORING AND REPORTING PROGRAM

As the lead agency, the City of Laguna Woods will be responsible for monitoring compliance with all mitigation measures. Different City departments are responsible for monitoring various mitigation measures. The MMRP identifies the department with the responsibility for ensuring the measure is completed; however, it is expected that one or more departments will coordinate efforts to ensure compliance.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below.

- **Mitigation Measure:** The mitigation measures are taken from the Initial Study/Mitigated Negative Declaration (IS/MND), in the same order they appear in the IS/MND.
- **Timing:** Identifies at which stage of the project the mitigation must be completed.
- **Monitoring Responsibility:** Identifies the department in the City with responsibility for mitigation monitoring.
- **Verification (Date and Initials):** Provides a contact who reviewed the mitigation measure and the date the measure was determined complete.

**MITIGATION MONITORING AND REPORTING PROGRAM**

**MITIGATION MONITORING AND REPORTING PROGRAM MATRIX**

**CITY OF LAGUNA WOODS  
GOLDEN RAIN FOUNDATION GENERAL PLAN AMENDMENT, ZONING CODE AMENDMENT,  
AND ZONE CHANGES FOR URBAN ACTIVITIES CENTER PROPERTIES**

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
<b>AESTHETICS</b>			
<p>AES-1 Prior to City approval of a building or grading permit for any athletic field lighting, the applicant shall provide the City with a photometric plan that identifies the horizontal and vertical foot-candles of the proposed illumination. Said photometric plan shall be prepared to the satisfaction of the City Manager or his or her designee. No athletic field lighting shall be undertaken that produces an initial illuminance value greater than 0.10 horizontal and vertical foot-candles at the site boundary or greater than 0.01 horizontal foot-candles 10 feet beyond the site boundary. For boundaries that abut public or private streets, light trespass requirements may be met relative to the curb line instead of the site boundary. In addition, no more than 2 percent of the total initial designed fixture lumens shall be emitted at an angle of 90 degrees or higher from nadir (straight down). Finally, athletic field lighting shall be prohibited after 8 p.m. Monday through Saturday and after 7 p.m. on Sunday.</p>	<p>Prior to City approval of a building or grading permit for any athletic field lighting</p>	<p>City of Laguna Woods Planning &amp; Environmental Services Department</p>	
<b>AIR QUALITY</b>			
<p>AQ-1 Prior to City approval of any grading permit for any new or expanded use in the project area that involves the concurrent operation of more than three pieces of diesel-powered construction equipment, the applicant shall provide the City with an air quality impact analysis (AQIA) that evaluates the project's construction-phase air pollutant emissions. Said AQIA shall be prepared to the satisfaction of the City Manager or his or her designee and shall be prepared in accordance with the South Coast Air Quality Management District's (SCAQMD)</p>	<p>Prior to City approval of any grading permit for any new or expanded use in the project area that involves the concurrent</p>	<p>City of Laguna Woods Planning &amp; Environmental Services Department</p>	

**ITEM 7.1 - Exhibit A to Attachment A  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
guidelines in effect at the time the study is initiated. No project shall be undertaken unless that project's construction-phase air quality impacts are shown to be below, or mitigated to a level below, the SCAQMD's thresholds of significance in effect at the time the study is initiated.	operation of more than three pieces of diesel-powered construction equipment		
AQ-2 Prior to City approval (if required) and prior to the sale or lease of land for any use on any of the project sites primarily intended to serve a population other than Laguna Woods Village residents, the applicant shall provide the City with an Air Quality Impact Analysis (AQIA) that evaluates the project's long-term air pollutant emissions. Said AQIA shall be prepared to the satisfaction of the City Manager or his or her designee and shall be prepared in accordance with the South Coast Air Quality Management District's (SCAQMD) guidelines in effect at the time that the study is initiated. No project shall be undertaken unless that project's long-term air quality impacts are shown to be below, or mitigated to a level below, the SCAQMD's thresholds of significance in effect at the time the study is initiated.	Prior to City approval (if required) and prior to the sale or lease of land for any use on any of the project sites primarily intended to serve a population other than Laguna Woods Village residents	City of Laguna Woods Planning & Environmental Services Department	
<b>TRAFFIC</b>			
TRAF-1 Prior to City approval (if required) and prior to the sale or lease of land for any use on any of the project sites primarily intended to serve a population other than Laguna Woods Village residents, or which has a substantially higher employment intensity than existing land uses, the applicant shall provide the City with a transportation impact analysis (TIA) that evaluates the project's impact on the level of service of any intersection that receives more than 50 project trips during any hour. Said TIA shall be prepared to the satisfaction of the City Manager or his or her designee and shall be prepared in accordance with the City's traffic study guidelines in effect at the time the study is initiated. No such project shall be undertaken unless that project's traffic impacts are shown to be below, or mitigated to a level below, the City's traffic impact thresholds of significance (and in the case of the Moulton	Prior to City approval (if required) and prior to the sale or lease of land for any use on any of the project sites primarily intended to serve a population other than Laguna Woods Village residents	City of Laguna Woods Planning & Environmental Services Department	

**MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
Parkway/El Toro Road intersection, the County's CMP threshold) that are in effect at the time the study is initiated.			

ITEM 7.1 – Exhibit B to Attachment A

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# LAND USE ELEMENT

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# LAND USE ELEMENT

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## I. INTRODUCTION

California law requires that a land use element be prepared as part of a city's General Plan, as follows:

*Government Code Section 65302(a): A land use element which designates the proposed general distribution and general location and extent of uses of the land for housing, business, industry, open space, including agriculture, natural resources, recreation, and enjoyment of scenic beauty, education, public buildings and grounds, solid waste disposal facilities, and other categories of public and private uses of land. The land use element shall include a statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan. The land use element shall identify areas covered by the plan, which are subject to flooding and shall be reviewed annually with respect to those areas.*

The Land Use Element serves as a guide to community leaders for deciding upon future development of the City. The Land Use Element is central to development of the other Elements of the General Plan. The subject matter of each of the General Plan Elements e.g. Housing, Circulation, Open Space, etc. is inextricably linked to the Land Use Element.

The Land Use Element is organized into two sections:

### **Policy Document**

The Policy Document defines the Land Use Plan for future development in the City of Laguna Woods. The Plan includes general locations and approximate land areas for seven types of land uses: Low Density Residential, Medium Density Residential, High Density Residential, Residential Community, Commercial, Open Space, and Community Facilities (see *Exhibit A: Land Use Map*).

The Policy Document is based on a series of qualitative statements reflecting community values. These statements, or Objectives, are the starting point and guide to formulating the Land Use Plan. The Objectives reflect input from those who live and work in the City of Laguna Woods about the kinds of development that will be accepted as positive change.

# LAND USE ELEMENT

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Policies in the General Plan direct future courses of action for achieving Objectives. Policies are sufficiently flexible to allow for alternate courses of action. This is particularly important as circumstances may change during the estimated fifteen-year lifespan of the General Plan.

Implementation Measures are specific actions to be taken toward achieving the Land Use Plan. Implementation Measures establish the work program for meeting Objectives of the General Plan.

Zoning, subdivision, public works, and public service decisions will be the principal means available to the City as Implementation Measures for the Land Use Plan.

## **Background Report**

The Background Report provides information about the City of Laguna Woods at the time the General Plan was prepared. It describes conditions prior to the City's incorporation. Changes have been made since incorporation, as reflected in the General Plan.

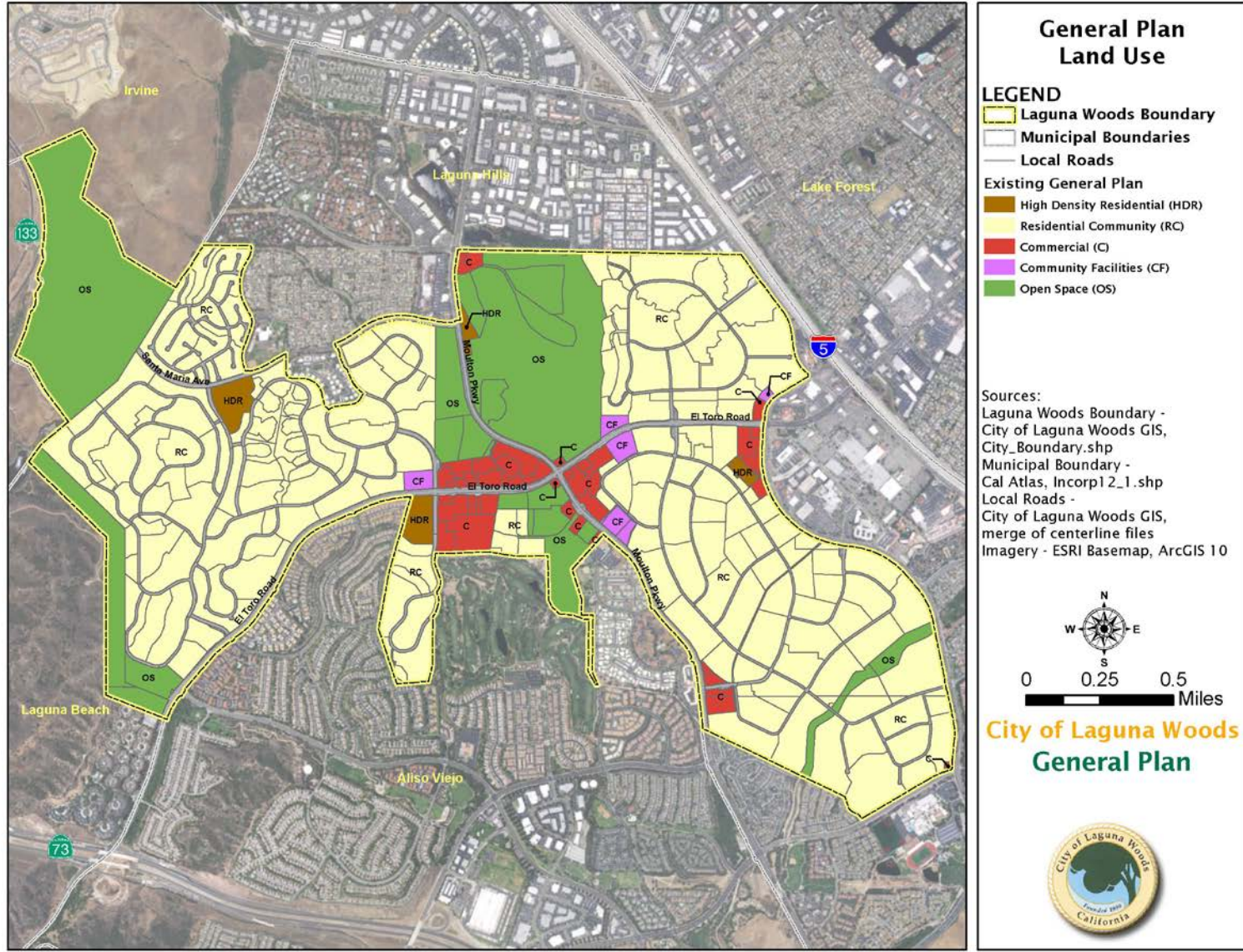
Planners conducted public workshops using results of their research to inform and elicit responses from community members about the future of the City of Laguna Woods and the General Plan. The Background Report is the product of analysis and interpretation of public input by the planners and provides the foundation for the Land Use Element.

The *Community Profile* provides a brief narrative description of demographic and land use characteristics of the City of Laguna Woods. *Existing Conditions* describes locations, acreages, uses, intensity, and types of development in the City of Laguna Woods at the inception of the General Plan.

*Issues, Opportunities, and Constraints* reflect professional planners' synthesis of factors most likely to influence future development in the City of Laguna Woods. *Flood Zones* identifies, consistent with State requirements for the General Plan, those areas subject to flooding.

# LAND USE ELEMENT

Exhibit A: Land Use Map



# LAND USE ELEMENT

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## II. POLICY DOCUMENT

### A. Land Use Designations

The Land Use Element identifies general locations and land areas for each of seven land use categories:

1. Low Density Residential
2. Medium Density Residential
3. High Density Residential
4. Residential Community
5. Commercial
6. Open Space
7. Community Facilities

The category “Residential” in the Land Use Element includes all dwelling units equipped for independent living i.e. kitchen, bathroom, and sleeping quarters. Facilities intended for transient living, such as hotels and motels and hospitals and skilled nursing units, are not typically included within the Residential use designation. Low, Medium, and High Density Residential categories describe the intensity of development by the number of units per acre of land (*Table LU - 1*).

The category “Residential Community” encompasses nearly all of the Laguna Woods Village (formerly known as Leisure World) planned residential community with the exception of Rossmoor Towers. “Residential Community” integrates a mix of single-family detached, single-family attached, two family, and multi-family residential, with supporting country clubs, parks, community services, local-serving noncommercial services, and open spaces. Common areas within this district are managed by private nonprofit community associations.

The “Commercial” designation covers a broad range of non-residential, non-industrial uses. Typical commercial uses include retail stores, restaurants, administrative offices, retail services such as dry cleaners and barbershops, automobile sales and services, and may include institutional uses such as hospitals and churches.

## **LAND USE ELEMENT**

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The “Open Space” designation in the Land Use Element is generally used for passive and active recreation such as parkland, tennis courts, and golf courses. These uses may be either publicly or privately owned. Facilities of governmental and quasi-governmental agencies such as cities, water districts, and electric utilities may be included within this category.

The “Community Facilities” designation is unique in that it is designed specifically to accommodate public and private community uses that serve residents, visitors, property owners, and workers in the City. Civic, government, utilities, schools, hospitals, cultural venues, churches, temples and places of worship may all be located within this designation.

### **B. Land Use Intensity**

State law requires that standards for intensity of development be included for each land use category. For residential uses, the number of dwelling units constructed on each acre indicates intensity of development. Population density is estimated by applying data for average number of persons per household to the number of dwellings per acre.

Residential Community is a unique type of residential designation. Properties located within Residential Community were developed through a comprehensive plan titled the Rossmoor Leisure World Planned Community District Regulations. This document provides standards for maximum numbers of dwelling units and residential acreage. Future development within this designation shall conform to originally intended maximum residential densities found within the area’s planned community guidelines, as amended, and the Laguna Woods Land Use and Development (Zoning) Code. Further, any development occurring within this designation shall continue the practice of tying together individual uses into a cohesive neighborhood with consistent massing of buildings, architecture, landscaping, and circulation.

Intensity of development in Commercial and Community Facilities areas is expressed as Floor Area Ratio (FAR). Floor Area Ratio is the maximum permissible building floor area divided by lot area ( $FAR = \text{Floor Area of Building} \div \text{Lot Area}$ ). For example, a FAR of “0.5” allows 5,000 square feet of building area on each ten thousand square feet of lot area ( $0.5 = 5,000 \div 10,000$ ). FAR allows the building area to be distributed on one, two, or more floors and is not in and of itself a standard for building height.

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Allowable development intensity for Open Space uses may be set forth as a function of both maximum building area and building height. A clubhouse, for example, may be limited to a maximum building “footprint” (total area of all building roofs) and a fixed height measured in feet.

The appropriate building intensity is established in the General Plan. *Table LU - 1* shows maximum building intensity for future development in each of the four Residential categories of the Land Use Element, expressed as dwelling unit density. *Table LU - 2* represents maximum building intensity for future development for properties designated as Commercial or Community Facilities. *Table LU - 3* shows maximum building intensity for properties designated as Open Space.

*Table LU - 1: Maximum Permissible Residential Densities*

Land Use Category	Dwelling Density	Assumed Population Density
Low-Density Residential	Fewer than 10 Units per Acre	12 persons per Acre
Medium-Density Residential	10 to fewer than 13 Units per Acre	15 persons per Acre
High-Density Residential	13 to 35 Units per Acre	42 persons per Acre
Residential Community Planning Units 1-A, 4-A, & 1-D	Fewer than 10 Units per Acre	12 persons per Acre
Residential Community Planning Units 7-A & 3-A	10 to fewer than 13 Units per Acre	15 persons per Acre

In addition to the maximum dwelling unit intensity standards outlined in the table above, the total number of dwelling units located within the Residential Community designation shall not exceed that allowed in area’s planned community guidelines, as amended. See *Exhibit E: Planned Community Land Use Map* for a visual representation of planning units.

*Table LU - 2: Maximum Permissible Commercial and Community Facilities Building Intensity*

# LAND USE ELEMENT

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Land Use Category	Floor Area Ratio
Commercial	0.30
Community Facilities	0.30

*Table LU - 3: Maximum Permissible Open Space Building Intensity*

Land Use Category	Building Footprint	Building Height
Open Space	25,000 Sq. Ft.	35 feet

## C. Land Use Plan

The Land Use Plan broadly defines the types and locations of future development. Formulation of the Land Use Plan was guided by the Objectives included at the end of this Policy Document.

Sufficient “Residential” land area for construction of new dwelling units consistent with Housing Element Goals is included in the Land Use Plan. Properties designated for commercial use afford opportunities for new retail space and expanding the range of consumer goods and services available in the community. Increases in the number of businesses that generate sales tax, and consequently, increased revenues to the City are expected with this plan.

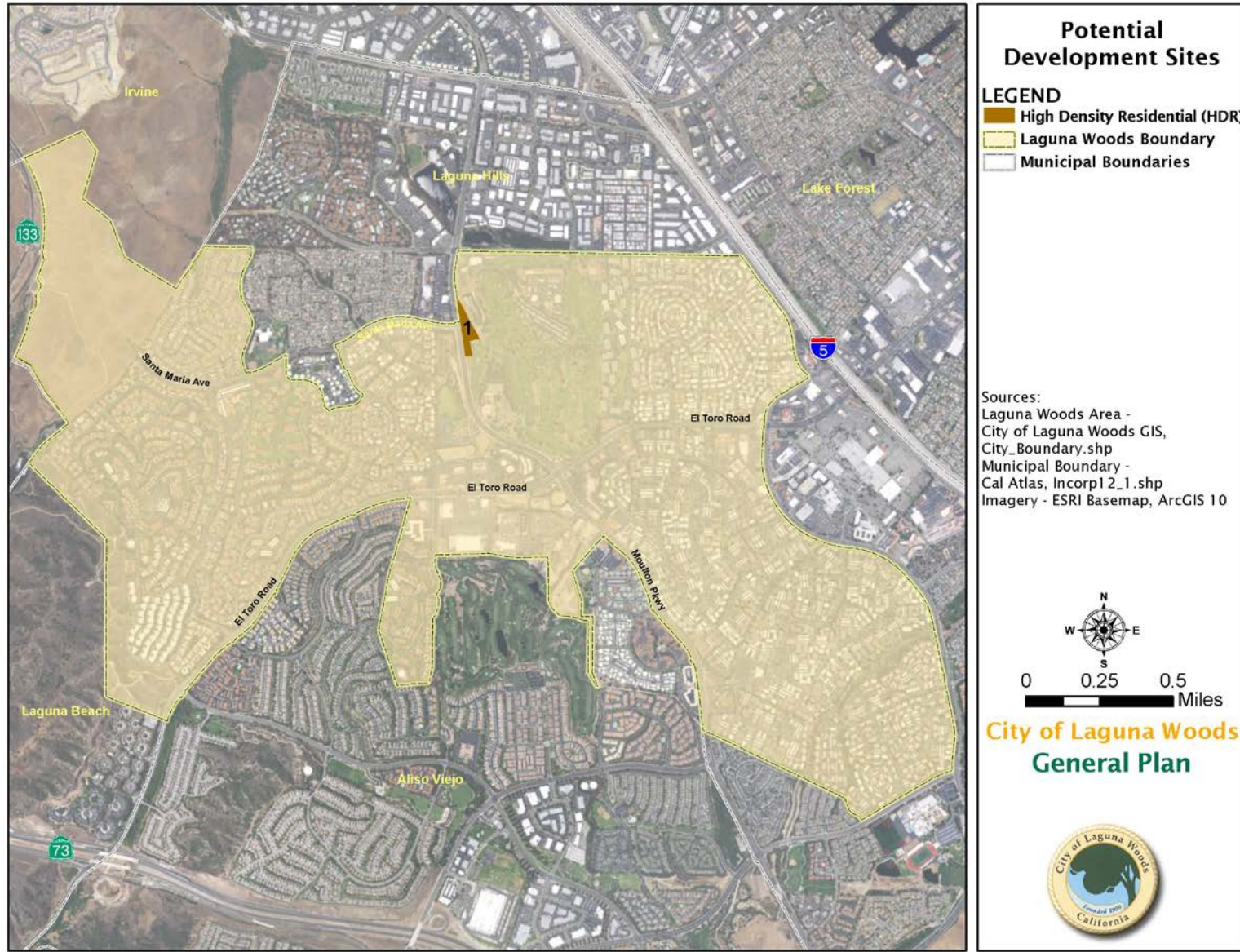
The Land Use Plan reflects changed land use designations for some parcels as necessary to achieve consistency among the General Plan land use designations, existing uses, and zoning designations.

### 1. Potential Development Sites

Potential development site locations are shown in *Exhibit B: Potential Development Sites* and *Table LU -4*. A narrative description follows.

# LAND USE ELEMENT

## Exhibit B: Potential Development Sites



# LAND USE ELEMENT

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*Table LU - 4: Potential Development Sites*

PARCEL	ACRES	EXISTING CONDITIONS	CURRENT DESIGNATION (POTENTIAL INTENSITY/DENSITY)
1	3.3	Located east side of Moulton Parkway @ Santa Maria; currently used as a Laguna Woods Village garden plot.	HIGH DENSITY RESIDENTIAL (115 dwellings @ 35 per acre)
<i>Total</i>	3.3		

## ***Parcel 1***

This is a 3.3-acre parcel on Moulton Parkway opposite the terminus of Santa Maria Avenue. This property, used as a garden plot by Laguna Woods Village (formerly known as Leisure World) residents, is designated “High Density Residential” on the General Plan Land Use map. This land use designation allows for construction of approximately 115 dwelling units.

## **2. Land Use Designation Changes for Developed Sites**

*Table LU -5* Identifies changes to the Land Use Plan map of the General Plan that are described in this document.

*Table LU -6* contrasts the distribution of land uses in the Interim General Plan, 2002 Land Use Plan, and 2007, 2010, 2015, and 2017 General Plan Amendments, with the distribution in the Land Use Plan included in this document.

## **3. Land Use Designation for 2002 Annexation Parcel**

In 2002, the City of Laguna Woods annexed into the City an approximately 10-acre parcel with frontage on El Toro Road opposite the terminus of Aliso Creek Road. This parcel is adjoined to the south and southwest and to the west by the Southern California Edison right-of-way. The property is designated as Open Space in the Land Use Plan of this Land Use Element.

## **4. Land Use Designation for Laguna Laurel Annexation**

In 2007, the City of Laguna Woods designated three parcels totaling approximately 171 acres that lie east of the future alignment of Laguna Canyon Road (State Highway 133) and west of the terminus of Santa Maria Avenue as Open Space in this Land Use Element and zoned the parcels as

## **LAND USE ELEMENT**

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Open Space – Passive. A Grant Deed of Conservation Easement was recorded on the three parcels in December 2001 by the then-current landowner (the Irvine Company) to protect the natural, ecological, scenic, recreational, and educational value of the property. Consistent with the provisions set forth in the Grant Deed of Conservation Easement, fences and gates; informational kiosks; interpretive, regulatory, and informational signs; and all other uses listed in Schedule 4 of the Grant Deed of Conservation Easement shall be permitted.

### **5. Land Use Designation for Laguna Road Parcels**

In 2007, the City of Laguna Woods designated seven parcels totaling approximately 7 acres as Open Space and zoned the parcels as Open Space - Passive. The parcels lie east of the future alignment of Laguna Canyon Road (State Highway 133) and west of the Laguna Laurel Annexation. These seven parcels were initially intended to be included as part of the Laguna Laurel Annexation; however, since these parcels may be affected by the Laguna Canyon Road widening and realignment project, they were removed from the Laguna Laurel Annexation and incorporated into the City's sphere of influence so they may be annexed into the City once re-construction of Laguna Canyon Road is complete.

### **6. Land Use Designation for the Laguna Woods Village Community**

In 2010, the City of Laguna Woods designated 1,416 acres of the existing Laguna Woods Village (formerly known as Leisure World) planned community as a new land use designation titled Residential Community. It was determined that the previous land use designations of Low Density Residential and Medium Density Residential did not adequately encompass the unique characteristics found within a large planned community. Therefore, the proposed reclassification will assign the large master planned community of Laguna Woods Village a land use designation that more closely represents the various types of residential and community uses found within this development.

### **7. Land Use Designation for Community Facilities**

In 2010, the City of Laguna Woods created a new General Plan land use designation titled Community Facilities. The purpose of this new land use category is to provide a suitable designation for public and private community

## **LAND USE ELEMENT**

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uses that serve, residents, visitors, businesses, property owners and workers in the City. Eight properties were reclassified from residential and commercial uses to the new community facilities designation. The new category includes Orange County Fire Authority Station #22 and five religious institutions.

### **8. Land Use Designation Changes for Undeveloped Sites**

In 2015, the Golden Rain Foundation filed a General Plan Amendment that re-designated approximately 60 acres of Urban Activities Center to Open Space. This included the redesignation of a single parcel that had split land use designations of Urban Activities Center and Open Space all to Open Space. As a result this reduced the area designated as Urban Activity Center to 15 acres.

### **9. Various Land Use Designation Changes and Deletion of Urban Activities Center Land Use Designation and Sphere of Influence**

In 2017, the Golden Rain Foundation filed a General Plan Amendment that re-designated all remaining Urban Activities Center parcels to either Residential Community or Open Space. With no other parcels in the City designated as Urban Activities Center, the Urban Activities Center land use designation, including related narrative and one implementation action, was deleted.

In 2017, the City also amended the General Plan Land Use Element to remove the sphere of influence in accordance with Orange County Local Agency Formation Commission (OCLAFCO) Resolution SOI 15-01 (8/12/2015).

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## Exhibit C: Urban Activity Center Land Use Changes

N/A – The Urban Activities Center land use designation was deleted in 2017.

# LAND USE ELEMENT

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## **Exhibit D: Sphere of Influence Map**

N/A – The City’s Sphere of Influence was removed pursuant to Orange County Local Agency Formation Commission (OCLAFCO) Resolution SOI 15-01 (8/12/2015).

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*Table LU - 5: Land Use Designation Changes for Developed Sites*

Land Use	Existing General Plan	2010 General Plan Amendment
Lutheran Church of the Cross	Medium Density Residential	Community Facilities
United Methodist Church	Medium Density Residential	Community Facilities
Temple Judea	Medium Density Residential	Community Facilities
Orange County Fire Authority Station #22	Commercial	Community Facilities
St. Nicholas Catholic Church	Medium Density Residential	Community Facilities
Geneva Presbyterian Church	Low Density Residential	Community Facilities
Laguna Woods Village (excluding Rossmoor Towers)	Low/Medium Density Residential	Residential Community
Laguna Woods Village Library	Commercial	Residential Community

*Table LU - 6: Net Changes in Acres by Land Use Designation*

Land Use Category	Interim General Plan	2002 Land Use Plan	2007 General Plan Amendment	2010 General Plan Amendment	2015 General Plan Amendment	2017 General Plan Amendment
Low-Density Residential	687	630	630	0 <sup>3</sup>	0 <sup>3</sup>	0

## LAND USE ELEMENT

Medium-Density Residential	798	786	786	0 <sup>3</sup>	0 <sup>3</sup>	0
High-Density Residential	27	30	30	28 <sup>5</sup>	28	28
Residential Community	--	--	--	1,394 <sup>3,4</sup>	1,394	1,407 <sup>7</sup>
Commercial	88	130	130	92 <sup>4</sup>	92	92
Open Space	324	289	467 <sup>2</sup>	440 <sup>5</sup>	500 <sup>6</sup>	496 <sup>7</sup>
Community Facilities	--	--	--	18 <sup>4</sup>	18	18
Urban Activities Center	--	69	69	75	15 <sup>6</sup>	0 <sup>7</sup>
Public Rights-of-Way	170	170	170	75 <sup>5</sup>	75	75
<b>Total</b>	<b>2,094</b>	<b>2,104<sup>1</sup></b>	<b>2,282<sup>2</sup></b>	<b>2,122<sup>5</sup></b>	<b>2,122</b>	<b>2,116<sup>7</sup></b>

<sup>1</sup>Reflects annexation in 2002 of a 10-acre property adjoining El Toro at the terminus of Aliso Creek Road.

<sup>2</sup>Reflects the Laguna Laurel Annexation and sphere of influence amendment in 2007 consisting of approximately 178 acres that lie to the east of Laguna Canyon Road (State Highway 133) and west of the terminus of Santa Maria Avenue.

<sup>3</sup>Reflects the 2010 reclassification of nearly all properties (with the exception of Rossmoor Towers) located within the gated community of Laguna Woods Village (Formerly known as Leisure World) to the land use designation titled Residential Community.

<sup>4</sup>Reflects the 2010 reclassification of approximately 20 acres of residential and commercial properties to the land use designation titled Community Facilities.

<sup>5</sup>Reflects adjustments made as a result of improvements in GIS mapping.

<sup>6</sup>Reflects the 2015 General Plan Land Use change from Urban Activities Center to Open Space.

<sup>7</sup>Reflects the 2017 General Plan Land Use change that removed all Urban Activities Center designations, adopted various new designations, and removed the sphere of influence.

# LAND USE ELEMENT

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## D. Objectives, Policies, and Implementation Measures

The future direction for the City is broadly defined by the Objectives included in each Element of the General Plan. Objectives reflect community values about the types and character of development accepted as positive change for the City.

Policies are directives for development decisions. These directives suggest courses of action that will shape the City consistent with the Objectives and the Land Use Plan they define.

Implementation Measures are specific actions that may be taken toward achieving the Land Use Plan following adoption of the General Plan. Many implementation measures relate to adopting and revising the City's zoning and subdivision ordinances, and to the capital improvement and public services programs.

**Objective I:** Promote land uses that accommodate the diverse needs of City of Laguna Woods residents.

**Policy I.A:** Facilitate development of a variety of housing types that appeal to a broad spectrum of prospective new residents.

### **Implementation Measure:**

I.A.1 Accommodate rezoning of properties consistent with Residential designations shown on the General Plan Land Use Map and with Housing Element goals for new dwelling unit construction.

I.A.2 Approve rezoning of Open Space land to non-residential use consistent with the General Plan Land Use Map only after sufficient land is zoned for Residential use consistent with Housing Element goals for new dwelling unit construction.

I.A.3 Adopt a Zoning Ordinance provision requiring that replacement, redevelopment, and/or relocation of any Laguna Woods Village (formerly known as Leisure

## LAND USE ELEMENT

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World) Clubhouse facility not result in a net loss of land area reserved and maintained for recreational uses.

**Policy I.B:** Actively participate with property owners and their representatives to expand the range of retail goods and services.

### **Implementation Measure:**

I.B.1 Prepare a City marketing brochure to supplement broker and property owner offerings to prospective commercial tenants and prospective residents.

I.B.2 Adopt zoning ordinance procedures for site-specific parking studies reflecting demand based on existing or proposed commercial tenant mix.

I.B.3 Accommodate requests of property owners for zone changes consistent with land use designations on the General Plan Land Use Map.

**Objective II:** Enhance the value and desirability of properties.

**Policy II.A:** Develop a strategy for promoting excellence in property maintenance and building design.

### **Implementation Measure:**

II.A.1 Adopt Zoning Ordinance standards for design review that include architectural guidelines for new and renovated commercial projects.

II.A.2 Include noise, view, light and glare, and traffic generation considerations in developing buffer zone requirements in the Zoning Ordinance to ensure compatibility of non-residential development with nearby residential uses.

## LAND USE ELEMENT

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- II.A.3 Continue to implement the scenic highway provisions of the Zoning Ordinance.
- II.A.4 Continue to include maintenance and periodic upgrading of landscaped medians in the City's annual budget.
- II.A.5 Continue the current Code Enforcement program including inspection and compliance provisions associated with the City's Stormwater Program.
- II.A.6 --
- II.A.7 Incorporate stormwater design considerations or Standard Urban Stormwater Mitigation Plans (SUSMP's) and the implementation of Best Management Practices (BMP's), to the maximum extent practicable, in new development and significant redevelopment projects to improve water quality and ensure compliance with the City Local Implementation Plan (LIP).

**Policy II.B:** Monitor land use decisions and legislation of other units of government that may affect the quality and value of properties in the City of Laguna Woods.

### **Implementation Measure:**

- II.B.1 Actively participate as a City in area-wide and regional forums in opposing a commercial airport at the former Marine Corps Air Station at El Toro.
- II.B.2 Monitor legislative updates provided by the California League of Cities.
- II.B.3 Work with nearby cities and special districts on issues of mutual benefit or interest.

## LAND USE ELEMENT

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**Objective III:** Promote innovation in design and development of properties that reflects the unique needs of the City of Laguna Woods market.

**Policy III.A:** Identify opportunities in new construction and re-use projects for optimizing accessibility for people with special needs.

### **Implementation Measure:**

III.A.1 Consider adopting zoning and subdivision requirements for connecting sidewalks and multi-purpose trails between new and existing commercial, institutional, and residential destinations.

III.A.2 Consider adopting zoning ordinance standards for alternative modes of transportation in commercial, institutional, and multiple family residential development.

**Objective IV:** Maintain and enhance revenues to the City.

**Policy IV.A:** Consider the fiscal impacts of land use decisions.

### **Implementation Measure:**

IV.A.1 Require applicants for new uses, to be defined by project size or type, to submit fiscal impact analyses including projected revenues to the City and costs of municipal services.

# LAND USE ELEMENT

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## III. BACKGROUND REPORT

*This Section describes conditions prior to the City's incorporation. Changes have been made since incorporation, as reflected in the General Plan.*

### A. Community Profile

The City of Laguna Woods encompasses a land area of approximately 3.3 square miles with a population of 16,507<sup>1</sup>. The bulk of commercial and institutional uses are situated along El Toro Road and Moulton Parkway within four-tenths of a mile of their intersection. Two smaller retail nodes are located at the El Toro Road and Paseo de Valencia intersection and at the Moulton Parkway and Ridge Route Drive intersection.

The City of Laguna Woods is unique in that nearly all existing residential uses are age-restricted for adults aged 55 years and older. Of the 13,252 dwelling units in the City of Laguna Woods, 12,736 are located in the gated community of Leisure World, which represents 80% of the City's total land area. Three other residential communities provide an additional 516 dwelling units in the City of Laguna Woods.

The Renaissance at the Regency adult residential care community includes 192 rental apartments. Another 140 apartments are located at The Fountains adult residential development adjacent to The Renaissance. The Alterra Wynwood at Palm Terrace includes 184 assisted living apartment units. A 99-bed residential care facility at Alterra is not included in the dwelling unit count. The Renaissance and the Fountains are located in planning unit 4-B, and Alterra Wynwood is located in planning unit 7-E. The location of each planning unit is shown on *Exhibit E, Planned Community Land Use Map*.

The Golden Rain Foundation, on behalf of itself, the Golden Rain Trust, and each of three "mutual benefit corporations" (mutuals) representing the homeowners and shareholders of Leisure World, owns and operates all clubhouse facilities, entrance gates, swimming pools, golf courses, riding stables, and various other recreational facilities within Leisure World. These facilities as well as the bus system owned by the Trust are for the exclusive use of Leisure World residents. Cul-de-sacs within each of the mutuals in

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<sup>1</sup> Data is from U.S. Census 2000 and does not reflect results of a successful appeal of the City of City of Laguna Woods to the Bureau of the Census challenging total population and age cohort data that will establish year 2000 population as 18,208.