

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting  
Wednesday, June 21, 2023  
2:00 p.m.

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

Cynthia Connors  
Mayor

Noel Hatch  
Mayor Pro Tem

Shari L. Horne  
Councilmember



Annie McCary  
Councilmember

Carol Moore  
Councilmember

***Welcome to a meeting of the Laguna Woods City Council!***

***This meeting may be recorded, televised, and made publicly available.***

**Public Comments:** The City offers four options for public comments:

1. Make public comments in-person
2. Submit public comments in writing
3. Make public comments by telephone
4. Make public comments by computer (Zoom)

For more information, please refer to page three of this agenda.

**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 meets regularly 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. 17-30, 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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FOR ADDITIONAL INFORMATION

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AFFIDAVIT OF POSTING

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

I, Yolie Trippy, 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. 17-30, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

/s/ Yolie Trippy  
YOLIE TRIPPY, CMC, City Clerk

6/16/23  
Date

## **OPTIONS FOR PUBLIC COMMENTS**

**1. Make public comments in-person.** Members of the public wishing to make in-person public comments are asked, but not required, to complete and submit a speaker card to City staff. Speaker cards are available near the entrance to the meeting location. If you do not wish to submit a speaker card, or wish to remain anonymous, you may indicate your desire to speak from the floor. Speakers are requested, but not required, to identify themselves.

**2. Submit public comments in writing.** Written public comments may be submitted via email ([cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org)) or delivered to Laguna Woods City Hall (24264 El Toro Road, Laguna Woods, CA 92637), provided that they are received by the City prior to 2:00 p.m. on the day of the meeting. Written public comments may be read or summarized to the City Council at the meeting, and parties submitting written public comments are advised that their email addresses and any information submitted may be disclosed or become a matter of public record. No party should expect privacy of such information.

**3. Make public comments by telephone.** Dial (669) 444-9171. When prompted enter the following meeting ID: 840 2250 2584 followed by pound (#) and the following meeting passcode: 125217 followed by pound (#). When an item you wish to comment on is discussed, press \*9 on your telephone to raise your hand. When it is your turn, you will be unmuted and able to speak. Please note that your telephone number will be visible to the City. No party should expect privacy of such information.

**4. Make public comments by computer (Zoom).**

- Visit [www.zoom.us](http://www.zoom.us)
- Click on “Join” toward the top right of the webpage
- Enter the following meeting ID: 840 2250 2584
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 125217
- Enter a name and email address as required by Zoom

When an item you wish to comment on is discussed, click on “Raise Hand.” When it is your turn, you will be unmuted and able to speak. Please note that information you enter into Zoom will be visible to the City. No party should expect privacy of such information.

## **I. CALL TO ORDER**

### 1.1 Call to Order

Introductory Note: Members of the public wishing to address the City Council on items appearing on this agenda are advised to indicate their interest in doing so at the time an item is considered by notifying City staff if present in-person, pressing \*9 on their telephone if participating by telephone, or clicking on “Raise Hand” if participating by computer via Zoom. Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

### 1.2 Emergency Circumstances and Just Cause Teleconferencing

*Recommendation:* Receive and act upon disclosures and requests from members of the City Council related to teleconferencing pursuant to California Assembly Bill 2449 (2021-2022).

## **II. ROLL CALL**

## **III. PLEDGE OF ALLEGIANCE**

## **IV. PRESENTATIONS AND CEREMONIAL MATTERS**

### 4.1 City Hall/Public Library Project Update

*Recommendation:* Receive and file.

## **V. PUBLIC COMMENTS ON NON-AGENDA ITEMS**

About Public Comments on Non-Agenda Items: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. To indicate interest, please notify City staff if present in-person, press \*9 on your telephone if participating by telephone, or click on “Raise Hand” if participating by computer via Zoom. 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 member of 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 May 17, 2023.

6.2 City Treasurer's Report

*Recommendation:* Receive and file the City Treasurer's Report for the month of May 2023.

6.3 Warrant Register

*Recommendation:* Approve the warrant register dated June 21, 2023 in the amount of \$552,625.97.

6.4 Planning Services

*Recommendation:*

1. Approve an agreement with 4LEAF, Inc. for planning services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

AND

2. Approve an agreement with LSA Associates, Inc. for planning services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.5 Senior Mobility Program Transportation Services

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

6.5 Water Quality (Stormwater) Services

*Recommendation:* Approve an agreement with John L. Hunter and Associates, Inc. for water quality (stormwater) 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 Conditional Use Permit CUP-2023-0002 to allow for the establishment of an administrative/professional office within an existing 3,272 square foot unit in an existing building, at 24310 Moulton Parkway, Suite C-2, 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. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-2023-0002 TO ALLOW FOR THE ESTABLISHMENT OF AN ADMINISTRATIVE/PROFESSIONAL OFFICE WITHIN AN EXISTING 3,272 SQUARE FOOT UNIT IN AN EXISTING BUILDING, AT 24310 MOULTON PARKWAY, SUITE C-2, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE CONDITIONAL USE PERMIT IS

CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

- 7.2 Sign Program SP-2023-0003 to allow for various signage at 23562 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. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-2023-0003 TO ALLOW FOR VARIOUS SIGNAGE AT 23562 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE SIGN PROGRAM IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

### 7.3 Building, Planning, Encroachment, and Grading Permit Fees

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED BUILDING AND PLANNING SERVICES FEES, AND ENCROACHMENT AND GRADING PERMIT FEES; AND DETERMINING AND CERTIFYING THAT THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

## **VIII. CITY COUNCIL BUSINESS**

### 8.1 Cannabis Retail Sales Business Regulations

*Recommendation:*

OPTION A: If the City Council wishes to proceed with adopting regulations



that would permit cannabis retail sales businesses:

- A1. Direct the City Manager to schedule a public hearing for the City Council to consider [i] adoption of an ordinance that would authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products, and [ii] adoption of a resolution that would set the rate of the cannabis business tax authorized by Measure T (Ordinance No. 22-01) for storefront retailer (dispensary) businesses at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35 per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount.

AND/OR

- A2. Provide the City Manager with input and direction regarding the preparation of [i] an ordinance that would – if adopted by the City Council at a future meeting – authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products, and [ii] adoption of a resolution that would set the rate of the cannabis business tax authorized by Measure T (Ordinance No. 22-01) for storefront retailer (dispensary) businesses at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35 per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount.

OPTION B: If the City Council does NOT wish to proceed with adopting regulations that would permit cannabis retail sales businesses:

- B1. Direct the City Manager not to schedule a public hearing for the City Council to consider [i] adoption of an ordinance that would authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products, and [ii] adoption of a resolution that would set the rate of the cannabis business tax authorized by

Measure T (Ordinance No. 22-01) for storefront retailer (dispensary) businesses at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35 per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount.

OR

B2. Request additional information from the City Manager and direct that this item be continued until such time as the additional information is available.

OR

B3. Take no action.

8.2 Fiscal Years 2023-25 Budget and Work Plan & Fiscal Years 2023-34 Capital Improvement Program Development

*Recommendation:* Provide direction to the City Manager regarding the development of the Fiscal Years 2023-25 Budget and Work Plan & Fiscal Years 2023-34 Capital Improvement Program.

## **IX. CITY COUNCIL REPORTS AND COMMENTS**

About City Council Reports and Comments: 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 McCary, First Alternate: Councilmember Horne, Second Alternate: Mayor Connors

9.2 Orange County Fire Authority  
Mayor Pro Tem Hatch

9.3 Orange County Library Advisory Board  
Councilmember Moore; Alternate: Councilmember McCary

- 9.4 Orange County Mosquito and Vector Control District  
Councilmember Horne
- 9.5 San Joaquin Hills Transportation Corridor Agency  
Mayor Conners; Alternate: Mayor Pro Tem Hatch
- 9.6 South Orange County Watershed Management Area  
Councilmember Moore; Alternate: Councilmember Horne
- 9.7 Liaisons to Community Bridge Builders  
Councilmember Horne and Councilmember McCary
- 9.8 Other Comments and Reports

**X. CLOSED SESSION**

**XI. CLOSED SESSION REPORT**

**XII. ADJOURNMENT**

Next Adjourned Regular Meeting: Wednesday, June 28, 2023 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

Next Regular Meeting: Wednesday, July 19, 2023 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

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**4.1**  
**CITY HALL/PUBLIC LIBRARY UPDATE**  
***(NO REPORT)***

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**6.0**  
**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:** June 21, 2023 Regular Meeting

**SUBJECT:** Consent Calendar Summary

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### **Recommendation**

Approve all proposed actions on the June 21, 2023 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 June 21, 2023 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on May 17, 2023.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of May 2023.
- 6.3 Approval of the warrant register dated June 21, 2023 in the amount of \$552,625.97. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 [1] Approval of an agreement with 4LEAF, Inc. for planning services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

AND

- [2] Approval of an agreement with LSA Associates, Inc. for planning services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

The Request for Proposals (“RFP”) for planning services was released on April 6, 2023 with proposals due by April 28, 2023. Four proposals were received (4LEAF, Interwest Consulting Group, LSA Associates, and Sagecrest Planning+Environmental). After reviewing all proposals and interviewing the two firms not currently under contract to provide planning services to the City, staff recommends that the City Council award agreements to 4LEAF and LSA Associates due to factors including, but not limited to, cost, experience, and environmental planning capabilities, as well as past performance and continuity for work-in-progress (in the case of LSA Associates). LSA Associates has provided planning services to the City since March 2021 and either provides or has provided similar services for the cities of Anaheim, Costa Mesa, Cypress, Huntington Beach, Lake Forest, Mission Viejo, Newport Beach, San Juan Capistrano, and Yorba Linda, as well as the County of Orange. 4LEAF either provides or has provided similar services for the cities of Anaheim, Fullerton, Irvine, Newport Beach, San Clemente, and Santa Ana.

- 6.5 Approval of an agreement with Cabco Yellow, Inc. doing business as California Yellow Cab for senior mobility program transportation services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (“RFP”) for senior mobility transportation services was released on February 9, 2023 with proposals due by March 3, 2023. Despite being publicly noticed and distributed directly to a number of transportation companies known to operate in Orange County, only one proposal was received (California Yellow Cab). After reviewing the proposal, staff recommends that the City Council award the agreement to California Yellow Cab due to factors including, but not limited to, cost, experience, and past performance. California Yellow Cab currently provides senior mobility program

transportation services to the City and either provides or has provided similar services for the cities of Laguna Hills, Mission Viejo, and Orange.

- 6.6 Approval of an agreement with John L. Hunter and Associates, Inc. for water quality (stormwater) services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals (“RFP”) for water quality services was released on May 11, 2023 with proposals due by June 2, 2023. Four proposals were received (Charles Abbott Associates, Fuscoe Engineering, John L. Hunter and Associates, and Michael Baker International). After reviewing all proposals and interviewing the two top-ranked firms, staff recommends that the City Council award the agreement to John L. Hunter and Associates due to factors including, but not limited to, cost, experience, and past performance. John L. Hunter and Associates has provided water quality services to the City since September 2020 and either provides or has provided similar services for the cities of Fullerton, La Habra, Placentia, Seal Beach, Stanton, and Villa Park.

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

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**For additional information on this item,  
please refer to Item 6.0 (Consent Calendar Summary).**

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
REGULAR MEETING  
May 17, 2023  
2:00 P.M.  
Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

1.1 Call to Order

Mayor Connors called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:01 p.m.

1.2 Emergency Circumstances and Just Cause Teleconferencing – N/A

**II. ROLL CALL**

COUNCILMEMBER:           PRESENT:   Horne, McCary, Moore, Hatch, Connors  
                                  ABSENT:   -

All councilmembers participated in-person at the meeting location.

STAFF PRESENT:           City Manager Macon, City Attorney Patterson, City Clerk Trippy

All staff participated in-person at the meeting location.

**III. PLEDGE OF ALLEGIANCE**

Councilmember Moore led the pledge of allegiance.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1 Moment of Silence – First Anniversary of the May 15, 2022 Shooting at Geneva Presbyterian Church

Mayor Connors made comments and called for a moment of silence.

A moment of silence was observed.

4.2 Asian American and Pacific Islander Heritage Month – May 2023

City Clerk Trippy read the proclamation.

Councilmembers made comments.

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

4.3 Older Americans Month – May 2023

City Clerk Trippy read the proclamation.

Aimée Roberts, Director of Communications, Age Well Senior Services, made comments.

Councilmembers made comments.

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

4.4 City Hall/Public Library Project Update

City Manager Macon provided an update and answered related questions.

Councilmembers made comments.

Mark Monin, resident, asked about the timeline for opening the library.

City Manager Macon briefly responded to Mr. Monin's question.

Mayor Connors called for a brief recess at 2:23 p.m.

The meeting was called back to order at 2:24 p.m.

**V. PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Heather Hyland, Director of Communications, Orange County Mosquito & Vector Control District, made a presentation regarding the District's current activities and answered related questions.

Councilmembers briefly commented on Ms. Hyland's presentation.

Kimberlee Belli, representing Orange County Supervisor Katrina Foley, discussed recent and upcoming events, as well as opportunities for volunteerism.

**VI. CONSENT CALENDAR**

Moved by Councilmember Horne, seconded by Mayor Pro Tem Hatch, and carried on a 4-0 vote, with Councilmember Moore abstaining, to approve Consent Calendar items 6.1 – 6.15.



Mayor Pro Tem Hatch made comments.

6.1 City Council Minutes

Approved the City Council meeting minutes for the special meeting on April 10, 2023 and the special meeting on May 8, 2023.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of April 2023.

6.3 Warrant Register

Approved the warrant register dated May 17, 2023 in the amount of \$611,084.45.

6.4 Internal Revenue Code Section 401 and Section 457 Plans

1. Adopted a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING A NEW ADMINISTRATIVE SERVICES AGREEMENT WITH THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION (DOING BUSINESS AS MISSIONSQUARE RETIREMENT) FOR THE CITY'S INTERNAL REVENUE CODE SECTION 401 AND INTERNAL REVENUE CODE SECTION 457 PLANS, AND AUTHORIZING THE EXECUTION OF THE ADMINISTRATIVE SERVICES AGREEMENT, AS WELL AS OTHER RELATED DOCUMENTS AND ACTIONS

AND

2. Adopted a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND RESTATING THE CITY'S PLAN DOCUMENT FOR THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION (DOING BUSINESS AS MISSIONSQUARE RETIREMENT) INTERNAL REVENUE CODE SECTION 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST, AND AUTHORIZING THE EXECUTION OF THE PLAN DOCUMENT, AS WELL AS OTHER RELATED DOCUMENTS AND ACTIONS

6.5 Building Official, Permit Counter, and Inspection Services

Approved an extension of the agreement with Interwest Consulting Group for building

official, permit counter, and inspection services and authorized the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.6 City Attorney Services

Approved a legal representation letter amending and extending the agreement with Rutan & Tucker, LLP for legal services as City Attorney and authorized the Mayor to execute the legal representation letter.

6.7 City Engineering and Traffic Operations Services

1. Waived the provisions set forth in Laguna woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approved an extension of the agreement with CivilSource, Inc. for city engineering and traffic operations services and authorized the City Manager to execute the extension, subject to approval as for form by the City Attorney.

6.8 City Hall and Public Library Building Janitorial Services

Approved an extension and amendment of the agreement with Omni Enterprise, Inc. for City Hall janitorial services and authorized the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney. The proposed extension and amendment includes, but is not limited to, expansion of the scope of janitorial services to include the Public Library Building.

6.9 Code Enforcement Services

Approved an extension of the agreement with Willdan Engineering for code enforcement services and authorized the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.10 As Needed Financial Consulting Services

1. Waived the provisions set forth in Laguna woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approved an extension of the agreement with Irwin B. Bornstein for as needed financial consulting services and authorized the City Manager to execute the extension, subject to approval as for form by the City Attorney.

6.11 Information Technology Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approved an extension of the agreement with Practical Data Solutions for information technology services and authorized the City Manager to execute the extension, subject to approval as for form by the City Attorney.

6.12 Law Enforcement Services

Approved an agreement with the County of Orange for law enforcement services and authorized the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.13 As Needed Waste Management Consulting Services

1. Waived the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding.

AND

2. Approved an extension of the agreement with Michael Balliet for as needed waste management consulting services and authorized the City Manager to execute the extension, subject to approval as for form by the City Attorney.

6.14 California Joint Powers Insurance Authority Risk Management Educational Forum

Authorized expenditures for hotel stays for members of the City Council to attend the California Joint Powers Insurance Authority Risk Management Educational Forum from August 30 – September 1, 2023 in Carlsbad, California at the Omni La Costa Resort.

6.15 Rejection of Claim

Rejected the following claim against the City:

Joan Baker vs. City of Laguna Woods,  
Claimant: Joan Baker

**VII. PUBLIC HEARINGS**

- 7.1 Site Development Permit SDP-1521 to allow for the establishment of an administrative/professional office, including construction of an approximately 4,555 square foot building and physical modifications of existing parking, landscaping, and other site features, and Sign Program SP-2022-0002 to allow for various signage at 24221 Paseo de Valencia, Laguna Woods, CA 92637

City Manager Macon made a presentation.

Mayor Connors continued the public hearing that was continued from the regular City Council meeting on April 19, 2023.

Tarek El Nabli, applicant, made a presentation regarding Parentis Health and the project. Mr. El Nabli also answered related questions.

Mark Monin, resident, noted his support for the project, asked about ways that the public could enjoy the building, and recommended the use of trees that conserve water and no turf grass.

Kathryn Freshley, resident, noted that she is disappointed in the City's lack of architectural controls and the proposed architecture of the project. She encouraged an "Old Spanish" look.

With no other requests to speak, the public hearing was closed.

Councilmembers discussed the item and staff answered related questions. Mr. El Nabli and Rafi Topalian, the applicant's architect, also answered related questions.

Moved by Councilmember Horne, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT SDP-1521 TO ALLOW FOR THE ESTABLISHMENT OF AN ADMINISTRATIVE/PROFESSIONAL OFFICE, INCLUDING CONSTRUCTION OF AN APPROXIMATELY 4,555 SQUARE FOOT BUILDING AND PHYSICAL MODIFICATIONS OF EXISTING PARKING, LANDSCAPING, AND OTHER SITE FEATURES, AND SIGN PROGRAM SP-2022-0002 TO ALLOW FOR VARIOUS SIGNAGE AT 24221 PASEO DE VALENCIA, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE SITE DEVELOPMENT PERMIT AND SIGN PROGRAM ARE CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTIONS 15302 AND 15311 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

Councilmembers discussed the item and Mr. El Nabli and Mr. Topalian answered related questions.

## **VIII. CITY COUNCIL BUSINESS**

### **8.1 City Manager Employment Agreement**

City Attorney Patterson made a presentation.

Mayor Connors noted that the City Council received two written public comments via email prior to the meeting. Both emails expressed concerns regarding, and opposition to, the proposed agreement. That correspondence is noted and included in the public record.

Kathryn Freshley, resident, expressed concerns regarding, and opposition to, the proposed agreement, including the length of the term, monthly deferred compensation contribution, and amount of paid leave.

Eva Lydick, resident, expressed concerns regarding, and opposition to, the proposed agreement and encouraged the City Council to take Ms. Freshley's comments into consideration.

Councilmembers discussed the item and City Attorney Patterson answered related questions.

Moved by Mayor Pro Tem Hatch, seconded by Councilmember Horne, and carried on a 4-1 vote with Councilmember Moore voting no, to approve a City Manager Employment Agreement with Christopher Macon and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

**IX. CITY COUNCIL REPORTS AND COMMENTS**

9.1 Coastal Greenbelt Authority

Councilmember McCary provided a report.

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch provided a report.

9.3 Orange County Library Advisory Board

Councilmember Moore provided a report and responded to questions from Mayor Pro Tem Hatch.

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne stated that her report was provided earlier in the meeting.

9.5 San Joaquin Hills Transportation Corridor Agency

Mayor Connors provided a report.

9.6 South Orange County Watershed Management Area

Councilmember Moore stated that she would provide a report at the next meeting.

9.7 Liaisons to Community Bridge Builders

Councilmember Horne provided a report.

Mayor Conners made comments.

9.8 Other Comments and Reports – None

**X. CLOSED SESSION – None**

**XI. CLOSED SESSION REPORT – None**

**XII. ADJOURNMENT**

The meeting was adjourned at 5:06 p.m. The next adjourned regular meeting will be at 2:00 p.m. on Wednesday, May 31, 2023, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, CMC, City Clerk

Approved: June 21, 2023

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CYNTHIA S. CONNERS, Mayor

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

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**For additional information on this item,  
please refer to Item 6.0 (Consent Calendar Summary).**

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**City of Laguna Woods**  
**City Treasurer's Report**  
 For the Month Ended May 31, 2023

ITEM 6.2

**CASH AND INVESTMENTS**

	<b>Beginning Balances As of 4/30/23</b>	<b>Earnings &amp; Receipts</b>	<b>Disbursements</b>	<b>Purchases, Transfers &amp; Other Adjustments</b>	<b>Ending Balances As of 5/31/23</b>	<b>% of Total Cash &amp; Investment Balances</b>	<b>Maximum % Allowed per Investment Policy</b>
<b>Cash and Cash Equivalents</b>							
Analyzed Checking Account (Note 1)	\$ 871,800	\$ 1,885,263	\$ (552,485)	\$ (1,240,000)	\$ 964,578	6.56%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 2 and 4)	\$ 11,868	\$ 17,207	\$ (13,922)	\$ -	\$ 15,153	0.10%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 20,741	\$ 15,694	\$ (17,207)	\$ -	\$ 19,228	0.13%	
Petty Cash	\$ 1,447	\$ 53	\$ (459)	\$ -	\$ 1,041	0.01%	
Laguna Woods Civic Support Fund Checking Account	\$ 50,294	\$ 0.21	\$ -	\$ -	\$ 50,294	0.34%	
Total Cash and Cash Equivalents	\$ 956,150	\$ 1,918,217	\$ (584,073)	\$ (1,240,000)	\$ 1,050,294	7.14%	100.00%
<b>Pooled Money Investment Accounts</b>							
Local Agency Investment Fund (LAIF - fair value) (Notes 2 and 3)	\$ 1,284,271	\$ -	\$ -	\$ -	\$ 1,284,271	8.74%	
Orange County Investment Pool (OCIP - fair value) (Notes 2 and 3)	\$ 6,836,207	\$ 16,734	\$ (173)	\$ 750,000	\$ 7,602,768	51.72%	
Total Pooled Money Investment Accounts	\$ 8,120,478	\$ 16,734	\$ (173)	\$ 750,000	\$ 8,887,039	60.45%	90.00%
<b>Investments - Interest and Income Bearing</b>							
Certificates of Deposit - non-negotiable (fair value) (Note 2)	\$ 4,294,776	\$ -	\$ -	\$ 469,018	\$ 4,763,794	32.40%	
Total Investments - Interest and Income Bearing	\$ 4,294,776	\$ -	\$ -	\$ 469,018	\$ 4,763,794	32.40%	90.00%
<b>TOTAL</b>	<b>\$ 13,371,404</b>	<b>\$ 1,934,951</b>	<b>\$ (584,246)</b>	<b>\$ (20,982)</b>	<b>\$ 14,701,127</b>	<b>100.00%</b>	

**Summary of Total Cash, Cash Equivalents, and Investments:**

	<b>General Fund</b>	<b>Special Revenue Funds</b>	<b>Totals</b>
Analyzed Checking Account	\$ (2,679,986)	\$ 3,644,564	\$ 964,578
Cash Balances, MBS Account	\$ 15,153	\$ -	\$ 15,153
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 19,228	\$ -	\$ 19,228
Petty Cash	\$ 1,041	\$ -	\$ 1,041
LAIF	\$ 1,284,271	\$ -	\$ 1,284,271
OCIP	\$ 7,602,768	\$ -	\$ 7,602,768
Certificates of Deposit	\$ 4,763,794	\$ -	\$ 4,763,794
Laguna Woods Civic Support Fund Checking Account	\$ -	\$ 50,294	\$ 50,294
<b>Totals</b>	<b>\$ 11,006,269</b>	<b>\$ 3,694,858</b>	<b>\$ 14,701,127</b>

(See **NOTES** on Page 4 of 4)



**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended May 31, 2023**

**CASH AND INVESTMENTS**

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
<b>Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)</b>														
61760ARV3	2018-7	MORGAN STANLEY PRIVATE BK NATL	60 months	11/06/18	11/15/18	245,000	243,038	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
02589AA28	2018-9	AMERICAN EXPRESS NATL	60 months	12/04/18	12/04/18	240,000	237,907	240,000	3.550	Semi-Annual	06/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	242,815	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
052392CK1	2022-6	AUSTIN TELCO FED CR	12 months	12/09/22	12/16/22	245,000	244,735	245,000	5.100	Monthly	01/01/23	Green***	5.100	12/18/23
00833AAB6	2022-7	AFFINITY PLUS CR UN	12 months	12/15/22	12/27/22	245,000	244,723	245,000	5.100	Monthly	01/27/23	Green***	5.100	12/27/23
91334AAM5	2023-3	UNITED HERITAGE CR	12 months	03/07/23	03/21/23	200,000	200,040	200,000	5.200	Monthly	03/31/23	Green***	5.200	03/21/24
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	239,862	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
38150VBG3	2022-2	GOLDMAN SACHS BK USA	24 months	05/24/22	06/01/22	245,000	239,069	245,000	2.900	Semi-Annual	12/01/22	Green*	2.900	06/03/24
98138MBA7	2022-8	WORKERS FED CR UN	24 months	12/09/22	12/16/22	245,000	243,645	245,000	4.950	Monthly	01/16/23	Yellow**	4.950	12/16/24
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/20	02/14/20	245,000	230,962	245,000	1.750	Semi-Annual	08/14/20	Green***	1.750	02/14/25
59013KGG9	2020-2	MERRICK BANK	60 months	03/24/20	03/31/20	100,000	93,917	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
14042TGG6	2022-1	CAPITAL ONE BK USA NATL ASSN	36 months	05/24/22	05/25/22	245,000	235,068	245,000	3.100	Semi-Annual	11/25/22	Green*	3.100	05/27/25
75102EAP3	2023-6	RAIZ FED CR UN	24 months	05/17/23	05/24/23	245,000	244,022	245,000	5.050	Monthly	06/24/23	Yellow**	5.050	05/27/25
59524LAA4	2023-1	MID CAROLINA CR UN	36 months	03/07/23	03/13/23	200,000	199,046	200,000	4.850	Monthly	04/13/23	Green***	4.850	03/13/26
23204HNV6	2023-4	CUSTOMERS BK	36 months	03/30/23	03/31/23	245,000	243,905	245,000	5.000	Semi-Annual	09/30/23	Green**	5.000	03/31/26
87868YAQ6	2023-7	TECHNOLOGY CR UN	36 months	05/19/23	05/30/23	245,000	243,978	245,000	5.000	Monthly	07/01/23	Green***	5.000	05/29/26
32022RRG4	2022-4	1ST FINL BK USA	48 months	06/15/22	06/24/22	245,000	231,150	245,000	3.150	Monthly	07/24/22	Green*	3.150	06/24/26
2546733P9	2023-5	DISCOVER BK	48 months	03/30/23	04/05/23	245,000	242,376	245,000	4.800	Semi-Annual	10/05/23	Green***	4.800	04/05/27
50625LBN2	2022-3	LAFAYETTE FED CR	60 months	05/24/22	06/15/22	245,000	228,477	245,000	3.250	Monthly	07/15/22	Green***	3.250	06/15/27
14042RUX7	2022-5	CAPITAL ONE NATL ASSN	60 months	10/06/22	10/13/22	245,000	239,287	245,000	4.500	Semi-Annual	04/13/23	Green*	4.500	10/13/27
90355GCE4	2023-2	UBS BANK USA	60 months	03/07/23	03/08/23	200,000	195,772	200,000	4.600	Monthly	04/08/23	Green*	4.600	03/08/28
		Accrued Interest - Month End					19,228							
<b>Total CDs</b>						<b>4,860,000</b>	<b>4,783,022</b>	<b>4,860,000</b>						

(\*) CDs are ranked using the Veribanc Rating System, a two-part color code and star classification system which tests the present standing and future outlook by reviewing an institution's capital strength, asset quality, management ability, earnings sufficiency, liquidity, and sensitivity to market risk. The table below summarizes the Veribanc color rankings. Veribanc star ratings of one to three, with three being best, are used to help review a possible future trend of an institutions health based on metrics from ten prior quarters. A rating of one, two, or three, are not necessarily an indicator of risk or an undesirable investment. The City reviews other rating systems and issuer financials before choosing any investment.

Veribanc Rating System

Veribanc Rank	Color Meaning
Green	Highest rating, exceeds qualifications in equity and income tests
Yellow	Merits attention, meets minimal qualifications in equity and income tests
Red	Merits close attention, does not meet minimal qualifications for equity and has incurred significant losses

**Government Pooled Money Investment Accounts (PMIA) (Notes 2 and 3)**

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	1,296,392	1,284,271	1,296,392	Note 3	Quarterly	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	7,746,259	7,602,768	7,746,259	Note 3	Monthly	N/A	N/A	N/A	N/A
<b>Total PMIA</b>						<b>9,042,651</b>	<b>8,887,039</b>	<b>9,042,651</b>						

(See **NOTES** on Page 4 of 4)



**City of Laguna Woods**  
**City Treasurer's Report**  
**For the Month Ended May 31, 2023**

ITEM 6.2

**CASH AND INVESTMENTS**

	<b>Beginning Balances As of 4/30/23</b>	<b>Contributions / (Withdrawals)</b>	<b>Administrative Fees &amp; Investment Expense</b>	<b>Unrealized Gain / (Loss)</b>	<b>Ending Balances As of 5/31/23</b>
<b>Other Post-Employment Benefits (OPEB) Trust</b>					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) <small>(CERBT holds all assets and administers the OPEB Trust)</small>	\$ 130,720	\$ -	\$ (9)	\$ (2,743)	\$ 127,967
<b>Employer Pension Contributions Trust</b>					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) <small>(CEPPT holds all assets and administers the Employer Pension Contributions Trust)</small>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Funds - Held in Trust</b>	<u>\$ 130,720</u>	<u>\$ -</u>	<u>\$ (9)</u>	<u>\$ (2,743)</u>	<u>\$ 127,967</u>

(See **NOTES** on Page 4 of 4)



**City of Laguna Woods  
City Treasurer's Report  
For the Month Ended May 31, 2023**

**CASH AND INVESTMENTS**

**Notes:**

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect May 2023 vendor invoicing processed after the date of this report.

Note 2 - During May 2023, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City made no deposits to or withdrawals from the LAIF account. The balance includes an adjustment in the amount of (\$12,120.51) to reflect the fair market value of the investment at June 30, 2022.

OCIP / The City transferred \$750,000 to OCIP from the checking account and made no withdrawals from the OCIP account. The balance includes an adjustment in the amount of (\$143,491.10) to reflect the fair market value of the investment at June 30, 2022.

Investments / There were no maturities of investments. The City invested \$490,000 cash balance in two Certificates of Deposit: \$245,000 in a Raiz Federal Credit Union Certificate Deposit for a 24 month term at a 5.050% yield rate, and \$245,000 in a Technology Credit Union Certificate of Deposit for a 36 month term at 5.000% yield rate. Investments were adjusted in the amount of (\$20,981.80) to report balances at fair market value as of May 31, 2023.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net loss of (\$2,752.41) in May 2023.

Employer Pension Contributions Trust / In April 2021, the City elected to participate in the CEPPT. The City has not yet made contributions to the CEPPT.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported in April 2023 net of related fees were:

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$0.00	See Notes	See Notes	July 2023	Total pool interest yield for May 2023 was 2.993% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$16,733.90	February 2023	See Notes	See Notes	Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at May 31, 2023 was \$62,514.77. May 31, 2023 interest rate was 3.596% and fees were 0.030%, for a net yield of 3.566%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$17,207.25 and transferred out \$13,922.09 in cash balances to the City's checking account in May 2023. Cash balances to be invested or paid out are classified separately on page 1 of 4. The City's portfolio also has \$19,227.99 in accrued interest, not yet vested.

**City Treasurer's Certification**

I, Elizabeth Torres, 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.

Digitally signed by  
Elizabeth Torres  
Date: 2023.06.16  
15:23:35 -07'00'

Elizabeth Torres, City Treasurer

## **6.3 WARRANT REGISTER**

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**For additional information on this item,  
please refer to Item 6.0 (Consent Calendar Summary).**

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## CITY OF LAGUNA WOODS

## WARRANT REGISTER

June 21, 2023

ITEM 6.3

This Report Covers the Period 05/01/2023 through 05/31/2023

Date	Vendor Name	Description	Amount
<b>Debit</b>	<b>Automatic Bank Debits:</b>		
Debit 05/02/2023	CALPERS - RETIREMENT	Unfunded Accrued Liability / April 2023	116.67
Debit 05/02/2023	CALPERS - RETIREMENT	Unfunded Accrued Liability / April 2023	230.33
Debit 05/02/2023	CALPERS - RETIREMENT	Unfunded Accrued Liability / April 2023	116.67
Debit 05/02/2023	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / April 2023	1,868.22
Debit 05/02/2023	AUTHORIZE.NET	Online Credit Card Processing Fees / April 2023	12.00
Debit 05/02/2023	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 04/07/2023	3,157.93
Debit 05/02/2023	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 04/07/2023	1,736.79
Debit 05/02/2023	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / April 2023	472.44
Debit 05/05/2023	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 04/07/2023 & 04/21/2023	429.12
Debit 05/08/2023	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / April 2023	100.00
Debit 05/10/2023	ADP TAX	Payroll Taxes / Pay Period Ended 05/05/2023	9,565.14
Debit 05/10/2023	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 05/05/2023	20,710.77
Debit 05/11/2023	CALPERS - HEALTH	Employee Benefit Program / May 2023	7,847.63
Debit 05/11/2023	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 05/05/2023	1,520.00
Debit 05/12/2023	U.S. BANK	Bank Service Charges / April 2023	44.80
Debit 05/13/2023	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / May 2023	261,943.67
Debit 05/23/2023	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 04/21/2023	3,157.93
Debit 05/23/2023	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 04/21/2023	1,730.89
Debit 05/24/2023	ADP TAX	Payroll Taxes / Pay Period Ended 05/19/2023	9,164.01
Debit 05/24/2023	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 05/19/2023	20,191.20
Debit 05/25/2023	MISSION SQUARE RETIREMENT	Employee Benefit Program / Pay Period Ended 05/19/2023	1,520.00
<b>Check Number</b>	<b>Warrants:</b>		
6634 05/12/2023	360CIVIC	Website Hosting / April 2023	200.00
6635 05/12/2023	ABOUND FOOD CARE	Edible Food Recovery Program Services / April 2023	380.92
6636 05/12/2023	ACC BUSINESS	City Hall Internet Service / March 2023	608.66
6637 05/12/2023	ALPHA CARD SYSTEM, LLC	Senior Mobility Program Equipment	1,663.33
6638 05/12/2023	AMAZON CAPITAL SERVICES	Office, Janitorial & Maintenance Supplies	404.66
6639 05/12/2023	AT&T	Telephone / 452-0600 / April 2023	2,417.27
6640 05/12/2023	AT&T	Telephone / 458-3487 / April 2023	44.58
6641 05/12/2023	AT&T	White Pages / May 2023	4.28
6642 05/12/2023	AT&T	Telephone / 639-0500 / April 2023	218.12
6643 05/12/2023	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / April 2023	19,336.75
6644 05/12/2023	CHARGEPOINT INC	City Hall Electronic Vehicle Charging Infrastructure Project	15,252.89
6645 05/12/2023	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / March 2023	9,426.75
6646 05/12/2023	CIVIL SOURCE	Engineering Services / January - February 2023	2,560.00
6647 05/12/2023	CLEARSOURCE FINANCIAL	Fee Study Services	8,640.00
6648 05/12/2023	COUNTY OF ORANGE	Automated Fingerprint ID System / May 2023	613.00
6649 05/12/2023	EL TORO WATER DISTRICT	Water Service / March 2023	2,201.78
6650 05/12/2023	EPIC IO TECHNOLOGIES, INC.	City Hall Internet Service / May 2023	171.45
6651 05/12/2023	GOGOV, INC.	Code Enforcement & Water Quality Software / Fiscal Year 2023-24	2,688.00
6652 05/12/2023	INSTANT INFORMATION TECHNOLOGY	Telephone System Cabling	9,913.00

**CITY OF LAGUNA WOODS**  
**WARRANT REGISTER**  
**June 21, 2023**

ITEM 6.3

This Report Covers the Period 05/01/2023 through 05/31/2023

Date	Vendor Name	Description	Amount	
6653	05/12/2023	ITERIS, INC	Traffic Engineering / March 2023	4,980.00
6654	05/12/2023	JOHN L. HUNTER & ASSOCIATES, INC	NPDES Inspection Services / February - March 2023	567.50
6655	05/12/2023	KONE INC.	City Hall Elevator Maintenance / May 2023	232.31
6656	05/12/2023	LSA ASSOCIATES, INC.	Planning Services / November 2022 & January - March 2023	23,992.75
6657	05/12/2023	MICHAEL BAKER INTERNATIONAL	Planning Services / March 2023	8,366.50
6658	05/12/2023	OMNI ENTERPRISE INC	Janitorial Services / March 2023	2,420.00
6659	05/12/2023	ON POINT LAND SURVEYING, INC	Survey Document Preparation	2,280.00
6660	05/12/2023	PETTY CASH	Replenish Petty Cash / April 2023	-
6661	05/12/2023	RICOH USA, INC.	Building Printer Usage / February - April 2023	74.52
6662	05/12/2023	RJM DESIGN GROUP	City Hall Public Library Project	900.00
6663	05/12/2023	SAFEGUARD BUSINESS SYSTEMS	Printing Services	328.88
6664	05/12/2023	SOUTHERN CALIFORNIA EDISON	Electric Services / April 2023	6,746.72
6665	05/12/2023	SOUTHERN CALIFORNIA GAS COMPANY	Gas Service - City Hall / April 2023	264.28
6666	05/12/2023	SOUTHERN CALIFORNIA SHREDDING,	Shredding Services / April 2023	500.00
6667	05/12/2023	STAPLES	Office Supplies	395.59
6668	05/12/2023	SUN TAMERS WINDOW TINTING	City Hall Public Library Project	5,731.32
6669	05/12/2023	SWEEPING CORPORATION OF AMERICA	Street Sweeping Services / April 2023	3,480.00
6670	05/12/2023	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	1,804.31
6671	05/12/2023	US BUILDERS AND CONSULTANTS	City Hall Refurbishment and Safety Project: Phase 3	7,907.92
6672	05/12/2023	WILLDAN ENGINEERING	Code Enforcement Services / March 2023	2,820.00
6673	05/12/2023	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / April 2023	4,442.40
6674	05/19/2023	ARC DOCUMENT SOLUTIONS, LLC.	Printing Services	1,118.55
6675	05/19/2023	AT&T	Telephone / 581-9821 / April 2023	51.01
6676	05/19/2023	CALIFORNIA YELLOW CAB	Taxi Voucher Services / April 2023	705.00
6676	05/19/2023	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / April 2023	112.00
6677	05/19/2023	CIVICPLUS, LLC	Codification of Ordinances	1,975.18
6678	05/19/2023	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / April 2023	1,850.00
6679	05/19/2023	ITERIS, INC	Engineering Services / April 2023	2,850.00
6680	05/19/2023	ORANGE COUNTY EXECUTIVE PORTRAITS	Councilmember Portrait	284.00
6681	05/19/2023	ORANGE COUNTY REGISTER-NOTICES	Public Notices / April 2023	851.88
6682	05/19/2023	ORKIN	Pest Control Services	900.00
6683	05/19/2023	PARK CONSULTING GROUP, INC	Software Consulting Services / April 2023	2,325.00
6684	05/19/2023	RICOH USA, INC.	Copier Lease / June 2023	246.57
6685	05/19/2023	RJM DESIGN GROUP	Landscape Architectural Services / April 2023	1,108.85
6686	05/19/2023	SHARESQUARED, INC.	Building Document Tracking Project	4,255.00
6687	05/19/2023	WILLDAN ENGINEERING	Code Enforcement Services / April 2023	2,250.00
6688	05/26/2023	BOUTWELL FAY LLP	Legal Services / April 2023	425.00
6689	05/26/2023	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / April - May 2023	7,930.55
6690	05/26/2023	INTERWEST CONSULTING GROUP	Building Official, Permit Counter & Inspection Services / December 2022	680.00
6691	05/26/2023	MANAGED HEALTH NETWORK	Employee Benefit Program / June 2023	16.72
6692	05/26/2023	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / April 2023	11,996.00
6693	05/26/2023	RUTAN & TUCKER, LLP	Legal Services / April 2023	6,863.07
6694	05/26/2023	SIMONSON PHOTOGRAPHY	Councilmember Portrait	457.94
6695	05/26/2023	YUNEX LLC	Traffic Signal Maintenance / April 2023	2,680.00

**Total Bank Debits and Warrants: \$ 552,548.97**



**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
June 21, 2023**

This Report Covers the Period 05/01/2023 through 05/31/2023

Date	Vendor Name	Description	Amount
<b>Petty Cash Expenditures Paid Out</b> (See Note 2)			
	Christopher Macon	Parking Reimbursement	\$27.00
	Orange County Clerk-Recorder	Document Recording	\$50.00
		<b>Total Petty Cash:</b>	<b>\$77.00</b>
		<b>TOTAL</b>	<b>\$ 552,625.97</b>

**NOTES:**

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of May 2023, the following Councilmembers received compensation in the amount of \$300: Conners, Hatch, Horne, and McCary.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished.


Note 3 - The table below summarizes credit card expenditures paid via Check #6670 to U.S. Bank totaling \$1,804.31:

Microsoft	Office 365 Subscription	\$324.00
Adobe	Computer Software	\$143.94
Zoom	Video Conferencing	\$63.96
Microsoft	Office 365 Online Services	\$925.00
PremiumBeat.com	Channel 3 Music License	\$149.25
ALDI	Breakroom Supplies	\$33.13
USPS	Postage	\$65.03
Eventbrite	OCFA Best & Bravest Awards Dinner	\$100.00
	<b>Total Credit Card Reimbursement:</b>	<b>\$1,804.31</b>

**Administrative Services Director/City Treasurer's Certification**

I, Elizabeth Torres, Administrative Services Director / City Treasurer, do hereby certify:

- In accordance with California Government Code Section 37202, I hereby certify to the accuracy of the demands on cash summarized within;
- That the City is able to meet all cash flow needs which might reasonably be anticipated for the next 12 months; and
- That the City is in compliance with California Government Code Section 27108.


 Digitally signed by  
 Elizabeth Torres  
 Date: 2023.06.16  
 15:24:44 -07'00'

Elizabeth Torres, Administrative Services Director/City Treasurer

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## **6.4 PLANNING SERVICES**

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**For additional information on this item,  
please refer to Item 6.0 (Consent Calendar Summary).**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
4LEAF, INC.  
FOR PLANNING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_\_ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and 4LEAF, 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 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2023 and ending at 11:59 p.m. on June 30, 2028. 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. This

## ITEM 6.4 – Attachment A

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 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of 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 CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's

## ITEM 6.4 – Attachment A

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) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) 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.

(g) 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.**



## ITEM 6.4 – Attachment A

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.

(c) CONSULTANT shall not discriminate, in any way, against any person on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics in connection with or related to the performance of this AGREEMENT.

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and

## ITEM 6.4 – Attachment A

its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

### **SECTION 11. 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 12. 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 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 13. 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 CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(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 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

**SECTION 14. 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 15. ASSIGNMENT.**

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

**SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

**SECTION 17. 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.

ITEM 6.4 – Attachment A

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

**SECTION 18. 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 19. 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 20. 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 21. 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:	4LEAF, Inc. ATTN: President

5140 Birch Street, 2<sup>nd</sup> Floor  
Newport Beach, CA 92660

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 22. 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 23. BINDING EFFECT.**

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

**SECTION 24. 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 25. 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 26. 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 27. 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 attorneys' fees, costs and expenses, in addition to any other relief to

which it may be entitled.

**SECTION 28. 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 29. 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 30. 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.

**SECTION 31. COUNTERPARTS.**

This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties may also deliver executed copies of this AGREEMENT to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this AGREEMENT. At the request of either party, the parties will confirm signatures by signing and delivering an original 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:**

**CONSULTANT:**

\_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
Kevin J. Duggan, President

Approved as to Form:

\_\_\_\_\_  
Alisha Patterson, City Attorney



**EXHIBIT "A"**

**SCOPE OF SERVICES**

CONSULTANT shall perform and complete planning 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.

**Planning Services**

*Area #1: Comprehensive planning services – including environmental planning services – related to CITY- or privately-initiated development applications or projects (e.g., conditional use permits, development agreements, general plan amendments, lot line adjustments, sign permits, sign programs, site development permits, special event permits, specific plans, subdivision maps, variances, zone changes, and zoning code amendments).*

As requested by CITY, CONSULTANT shall provide a full spectrum of services necessary to process CITY- or privately-initiated development applications or projects [e.g., coordinating with CITY, applicants, and other parties; reviewing plans and other documents for consistency with applicable federal, state, and local laws, rules, regulations, and guidelines; preparing project correspondence, schedules, studies (including, but not limited to, biological, noise, traffic, and lighting analyses), reports, maps, exhibits, graphics, resolutions, ordinances, and California Environmental Quality Act (“CEQA”) documentation (including, but not limited to, notices of exemption, notices of intent to adopt, negative declarations, mitigated negative declarations, mitigation monitoring and reporting programs, and environmental impact reports); assisting with Native American tribal consultation processes; issuing project approvals, conditional approvals, and denials on behalf of CITY; making presentations to City Council of CITY, CITY committees, CITY staff, and other parties; and, facilitating, presenting at, and participating in meetings, workshops, and events].

CONSULTANT shall be available on short-term notice to provide comprehensive planning services on an as-needed, task order basis. When CITY receives an application for which services are required, CITY shall distribute the application materials and a scope of work to CONSULTANT. CONSULTANT shall begin work on each project within three (3) business days of receipt from CITY and comply with all applicable governmental processing time requirements, including, but not limited to, the California Permit Streamlining Act, as well as CITY standards as may change and be communicated to CONSULTANT from time-to-time.

*Area #2: Staff augmentation services.*

From time-to-time, CITY may have a need for staff augmentation services for its Planning & Environmental Services Department [e.g., to provide coverage during employee leaves, periods of unusual activity, or locally proclaimed emergencies; to assist with the administration and oversight of density bonus regulatory agreements with housing developments; to represent CITY

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on statewide, regional, or sub-regional planning projects and initiatives; to review materials associated with projects being considered by other jurisdictions (e.g., the California Department of Transportation (“Caltrans”), other cities, and the County of Orange) and prepare comments on behalf of CITY; and, for special, long-range, and advance planning-related projects including, but not limited to, drafting amendments to the Laguna Woods Municipal Code and assisting with the implementation, maintenance, and update of CITY’s General Plan, Climate Adaptation Plan, and Local Hazard Mitigation Plan. Duties may include services substantially similar to those set forth in Area #1, as well as any other duties commonly associated with entry- to management-level, municipal community development or planning departments.

CONSULTANT shall be available on short-term notice to provide staff augmentation services on an as-needed, task order basis. When CITY identifies a need for services, CITY shall coordinate with CONSULTANT to identify the appropriate personnel type and amount of time necessary to provide the required level of coverage. CONSULTANT shall take all reasonable steps to provide the requested services in a timely manner.

### **Other Requirements (applies to all services)**

CONSULTANT shall designate a primary point of contact to whom CITY shall distribute all service requests. CONSULTANT’s primary point of contact or a designated alternate point of contact shall be available to CITY by telephone at all times during regular business hours, Monday through Friday, 8 a.m. to 5 p.m., excluding federal holidays.

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

CONSULTANT shall be compensated on an hourly basis using the following rates:

*Table B-1: Compensation Schedule*

CONSULTANT Personnel	Regular Hourly Rate <sup>1</sup>
Principal-in-Charge	\$180
Housing Policy Director	\$220
Planning Director	\$210
Principal/Planning Manager	\$190
Senior Planner	\$165
Associate Planner	\$15
Assistant Planner	\$120
Planning Technician	\$95

<sup>1</sup> CONSULTANT shall bill “Regular Hourly Rates” in 15-minute increments with no minimum or maximum number of hours. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, food, or drink. No single member of CONSULTANT’s personnel shall work more than eight hours in any single day for CITY unless authorized by CITY, in advance, at which point the hourly rates set forth in Table B-1 shall be multiplied by (i) 1.5 for time worked in excess of eight hours on any non-federal holiday or (ii) 3 for time worked in excess of eight hours on any federal holiday.

The hourly rates set forth in Table B-1 are all inclusive, with the exception of reproduction; oversized and specialty printing; courier/ mailing services; and, special, non-routine expenses, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts).

The hourly rates set forth in Table B-1 shall increase by 3% on July 1 of each year of the term of this AGREEMENT, beginning on July 1, 2024.

CONSULTANT shall provide all services under this AGREEMENT only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

**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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos 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.

(5) Professional liability insurance.

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

(1) General Liability: \$5,000,000 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: \$2,000,000 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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(4) Professional Liability: \$1,000,000 per claim and no less than \$1,00,000 general aggregate.

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

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required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each 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.

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
LSA ASSOCIATES, INC.  
FOR PLANNING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_\_ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and LSA Associates, 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 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2023 and ending at 11:59 p.m. on June 30, 2028. 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. This

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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 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of 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 CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's

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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) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) 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.

(g) 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.**

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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.

(c) CONSULTANT shall not discriminate, in any way, against any person on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics in connection with or related to the performance of this AGREEMENT.

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and

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its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

### **SECTION 11. 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 12. 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 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 13. 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 CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(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 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

**SECTION 14. 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 15. ASSIGNMENT.**

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

**SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

**SECTION 17. 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.

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

### **SECTION 18. 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 19. 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 20. 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 21. 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:	LSA Associates, Inc. ATTN: Chief Executive Officer

3210 El Camino Real, Suite 100  
Irvine, CA 92602

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 22. 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 23. BINDING EFFECT.**

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

**SECTION 24. 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 25. 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 26. 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 27. 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 attorneys' fees, costs and expenses, in addition to any other relief to



which it may be entitled.

**SECTION 28. 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 29. 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 30. 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.

**SECTION 31. COUNTERPARTS.**

This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties may also deliver executed copies of this AGREEMENT to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this AGREEMENT. At the request of either party, the parties will confirm signatures by signing and delivering an original 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:**

**CONSULTANT:**

\_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
Anthony Petros, Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
Alisha Patterson, City Attorney

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

CONSULTANT shall perform and complete planning 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.

**Planning Services**

*Area #1 and Area #2 intentionally omitted.*

*Area #3: CEQA services related to CITY- or privately-initiated development applications or projects (e.g., conditional use permits, development agreements, general plan amendments, lot line adjustments, sign permits, sign programs, site development permits, special event permits, specific plans, subdivision maps, variances, zone changes, and zoning code amendments).*

As requested by CITY, CONSULTANT shall provide a full spectrum of services necessary to prepare and review CEQA documentation (including, but not limited to, notices of exemption, notices of intent to adopt, negative declarations, mitigated negative declarations, mitigation monitoring and reporting programs, and environmental impact reports) related to CITY- or privately-initiated development applications or projects. "Services" shall be broadly construed to also include any of the following services when implicated by and/or advantageous to CEQA work: preparing project correspondence, schedules, studies (including, but not limited to, biological, noise, traffic, and lighting analyses), reports, maps, exhibits, graphics, resolutions, and ordinances; assisting with Native American tribal consultation processes; making presentations to the City Council of CITY, CITY committees, CITY staff, and other parties; and, facilitating, presenting at, and participating in meetings, workshops, and events.

CONSULTANT shall be available on short-term notice to provide CEQA services on an as-needed, task order basis. When CITY identifies a need for services, CITY shall coordinate with CONSULTANT to identify the appropriate personnel type and amount of time necessary to provide the required level of coverage. CONSULTANT shall take all reasonable steps to provide the requested services in a timely manner.

*Area #4: CEQA review services.*

From time-to-time, CITY may have a need for CONSULTANT to review CEQA materials associated with projects being considered by other jurisdictions (e.g., Caltrans, other cities, and the County of Orange) and prepare comments on behalf of CITY

CONSULTANT shall be available on short-term notice to provide CEQA review services on an as-needed, task order basis. When CITY identifies a need for services, CITY shall coordinate with CONSULTANT to identify the appropriate personnel type and amount of time necessary to

## ITEM 6.4 – Attachment B

provide the required level of coverage. CONSULTANT shall take all reasonable steps to provide the requested services in a timely manner.

### **Other Requirements (applies to all services)**

CONSULTANT shall designate a primary point of contact to whom CITY shall distribute all service requests. CONSULTANT's primary point of contact or a designated alternate point of contact shall be available to CITY by telephone at all times during regular business hours, Monday through Friday, 8 a.m. to 5 p.m., excluding federal holidays.

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

CONSULTANT shall be compensated using the rates set forth in tables B-1 and B-2.

*Table B-1: Compensation Schedule – Hourly*

Job Classification							Hourly Rate Range <sup>1,2</sup>
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$189–420
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$137–263
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$121–210
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$89–173
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$89–131
<b>Field Services</b>							
Senior Field Crew/Field Crew							\$89–110
<b>Office Services</b>							
Graphics							\$131–158
Marketing							\$121–205
Office Assistant							\$89–142
Project Assistant							\$110–142
Research Assistant/Intern							\$79
Word Processing/Technical Editing							\$110–137

<sup>1</sup> The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) shall be billed at \$400 per hour regardless of job classifications.

<sup>2</sup> Hourly rates are not subject to minimums or maximums.

The hourly rate ranges set forth in Table B-1 shall increase by 4% on July 1 of each year of the term of this AGREEMENT, beginning on July 1, 2024.

*Table B-2: Compensation Schedule – Direct*

Description	Unit Cost <sup>1</sup>	Description	Unit Cost <sup>1</sup>
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	\$125.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
GPS Unit	\$75.00 per day	Night Vision Goggles	\$50.00 per unit per night
Mileage is not a reimbursable cost.		Wildlife Camera	\$25.00 per day

<sup>1</sup> Direct costs shall be reimbursed at cost plus 10%.

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CONSULTANT shall provide all services under this AGREEMENT only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

**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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos 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.

(5) Professional liability insurance.

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

(1) General Liability: \$5,000,000 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: \$2,000,000 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.

ITEM 6.4 – Attachment B

(4) Professional Liability: \$1,000,000 per claim and no less than \$1,00,000 general aggregate.

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



## ITEM 6.4 – Attachment B

required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each 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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**6.5**  
**SENIOR MOBILITY PROGRAM**  
**TRANSPORTATION SERVICES**

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**For additional information on this item,  
please refer to Item 6.0 (Consent Calendar Summary).**

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

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

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on July 1, 2023 and ending at 11:59 p.m. on June 30, 2026. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2027.

**SECTION 2. SCOPE OF SERVICES.**

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

**SECTION 3. ADDITIONAL SERVICES.**

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

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This

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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 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of 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 CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's

## ITEM 6.5

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) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) Intentionally blank.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) 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.

(g) 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



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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.

(c) CONSULTANT shall not discriminate, in any way, against any person on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics in connection with or related to the performance of this AGREEMENT.

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

**SECTION 11. 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 12. 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 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,

## ITEM 6.5

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 13. 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 CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(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 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

### **SECTION 14. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of

## ITEM 6.5

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 15. ASSIGNMENT.**

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

### **SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

### **SECTION 17. 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

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

**SECTION 18. 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 19. 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 20. 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 21. 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: California Yellow Cab  
ATTN: President  
520 West Dyer Road

Santa Ana, CA 92707

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

**SECTION 22. 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 23. BINDING EFFECT.**

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

**SECTION 24. 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 25. 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 26. 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 27. 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 attorneys' fees, costs and expenses, in addition to any other relief to

which it may be entitled.

**SECTION 28. 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 29. 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 30. 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.

**SECTION 31. COUNTERPARTS.**

This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties may also deliver executed copies of this AGREEMENT to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this AGREEMENT. At the request of either party, the parties will confirm signatures by signing and delivering an original 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:**

**CONSULTANT:**

\_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
Tim Conlon, President

Approved as to Form:

\_\_\_\_\_  
Alisha Patterson, City Attorney



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

CONSULTANT shall perform and complete senior mobility program transportation 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.

CITY's Senior Mobility Program ("SMP") subsidizes the cost of taxi travel for Laguna Woods residents who are at least 60 years of age. The SMP promotes lifelong mobility through the provision of affordable, senior-oriented transportation services.

The SMP generally operates as follows:

- Residents enroll in the SMP program at City Hall (process handled by CITY staff). CITY issues each enrolled resident an SMP identification card.
- Enrolled residents arrange trips directly with CONSULTANT. Trips may be provided to or from any address in Laguna Woods, CA 92637 to or from any destination in Orange County, CA (including John Wayne Airport) or VA Long Beach. CITY reserves the right to limit or restrict destinations at its sole discretion.
- Enrolled residents show their SMP identification cards to CONSULTANT's drivers at the start of each trip. CONSULTANT's drivers confirm that the names and photographs on the SMP identification cards match the enrolled residents.
- Upon arriving at their destinations, enrolled residents pay a "co-pay" established by CITY to CONSULTANT's driver. CITY is invoiced by CONSULTANT for the balance of the trip (price less enrolled resident co-pay) on a monthly basis.

***GENERAL REQUIREMENTS***

The following shall apply to all SMP transportation services:

1. CONSULTANT shall maintain a fleet of at least 50 individual vehicles and 50 individual drivers, each capable of being placed into service concurrently, and at least five of which shall be vans equipped with wheelchair lifts that are capable of transporting four or more passengers. Demand for the SMP may change over time and the CONSULTANT shall be required to meet such demand without interruption. This minimum fleet and driver size requirement is meant to provide reasonable assurance that CONSULTANT is able to manage a larger operation and also possesses accessibility-minded vehicles.
2. CONSULTANT shall provide SMP transportation services 24-hours per day, seven-day per week, without exception (all holidays are included).

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3. CONSULTANT shall provide a 24-hour, seven-day per week call center available by calling a toll-free telephone number. Only one call center shall be provided except in the case of call center interruption or emergency. CONSULTANT shall not routinely “rollover” or link multiple call centers.
4. CONSULTANT shall utilize a two-way radio (or equivalent) voice dispatching system that allows for rapid voice communication to and from CONSULTANT’s call center and individual vehicles. This system may be supplemented with, but not replaced by, data-based systems.
5. CONSULTANT’s drivers shall pick up each enrolled resident within 45 minutes of the call center receiving such a request (this requirement pertains to the time that a request is received and not the time that a request is dispatched to drivers). Up to two guests may ride with an enrolled resident at no additional charge when picked up with an enrolled resident. At least one enrolled resident must be a passenger on each trip.
6. CONSULTANT’s drivers shall assist any enrolled resident or guest who requests assistance entering or exiting the vehicle. This may include, but is not limited to, assisting with wheelchairs, walkers, canes, and other mobility or medical assistive devices.
7. CONSULTANT shall not comingle routes. Only the enrolled resident who is scheduled to travel and their guests shall occupy a single vehicle. CONSULTANT’s drivers shall not transport persons other than the enrolled resident who is scheduled to travel and their guests, nor make any unrequested stops.
8. Every vehicle used by CONSULTANT shall have a taxi meter with a current approval and inspection by the California Department of Weights and Measures.
9. No form of tip or other gratuity shall be required as a condition of transportation. CITY shall not discourage enrolled residents from offering tips at their sole personal discretion.
10. CONSULTANT’s vehicles shall be generally uniform in appearance and bear its name and logo in a prominent location on all sides thereof.
11. CONSULTANT’s vehicles shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicle’s clean appearance. Floors shall be free of paper or other debris and gum or other wet or sticky substances. Windows shall be free of dirt, dust, smudges, hands and fingerprints, on both the exterior and interior. Dashboards, rails and ledges shall be kept clean and free of dirt and grease. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis, except for wet or sticky spills, which shall be cleaned immediately. Wheelchair lifts (if applicable) shall be kept clean and in good repair. CITY reserves the right to, at its sole discretion, require CONSULTANT to remove from service under this AGREEMENT any vehicle that does not meet its

standards.

12. CONSULTANT shall designate a single, primary point-of-contact for CITY to forward complaints to. That person, or his/her/their designee whose contact information shall be provided to CITY, in writing, in advance of assuming the primary point-of-contact role, shall be available by telephone or email 24-hours, seven days per week, and shall also be available for in-person meetings in the city of Laguna Woods with 12 hours' notice.
  - a. Within 24 hours of each forwarded complaint, CONSULTANT's primary point-of-contact shall contact the complainant to resolve the problem. Within 48 hours of each forwarded complaint, CONSULTANT's primary point-of-contact shall provide CITY with a written summary of the complaint and steps taken to resolve it. CONSULTANT shall continue to generate such documentation until the complaint is resolved to the satisfaction of CITY. CITY reserves the right to, at its sole discretion, require CONSULTANT to remove from service under this AGREEMENT any driver or vehicle due to a complaint or the finding of subsequent investigation and resolution.
13. CONSULTANT's invoices shall be submitted to CITY on a monthly basis in form sufficient to CITY, together with any additional or supplementary information that CITY may require. Invoicing requirements may change from time-to-time, at CITY's sole discretion.
14. CONSULTANT shall maintain records of each trip and provide the same to CITY upon request. At a minimum, CONSULTANT must document the name of the enrolled resident who requested pick-up, his/her/their telephone number, the pick-up and drop-off addresses, the date and time that the request was received by CONSULTANT's call center, the time that the request was dispatched by CONSULTANT to its drivers, the name of the driver who provided service, the time pick-up and drop-off occurred, and the amount of the enrolled resident co-pay collected by their drivers. Recordkeeping requirements may change from time-to-time, at CITY's sole discretion.
15. CONSULTANT shall report to CITY, in writing, any out of the ordinary incident that occurs during trips, inclusive of arrival, passenger entrance and exit, and transportation (e.g., disputes between drivers and passengers, disputes between passengers, failure of passengers to provide valid identification, and passenger misconduct). Such reports shall be submitted to CITY no later than 48 hours following each incident. At a minimum, such report shall include a summary of the incident and trip information (see number 14 above). CITY reserves the right to require additional reporting at its sole discretion.
16. CONSULTANT shall report to CITY, in writing, any incident involving passenger injury or vehicle damage that occurs during trips, inclusive of arrival, passenger entrance and exit, and transportation. Such report shall be submitted to CITY immediately and, in no case, later than 24 hours following the incident. At a minimum, such report shall include a summary of the incident and trip information (see number 14 above). CITY reserves the

right to require additional reporting at its sole discretion.

17. CONSULTANT's drivers shall require one passenger to present a valid CITY-issued SMP identification card for the purpose of confirming that individual's enrollment in the SMP (by name and photograph). No transportation shall be provided without one passenger being an enrolled resident possessing a valid SMP identification card.
18. CONSULTANT's drivers shall collect the trip co-pay amount established by CITY from one enrolled resident with an SMP identification card upon arriving at the destination. CITY may change trip co-pays with a minimum of 30 days' notice to CONSULTANT, at CITY's sole discretion. At a minimum, payments shall be accepted by cash or credit.
19. If CONSULTANT's drivers collect the incorrect amount of any enrolled resident co-pay, and the amount collected is less than the amount set forth in Table B-1 of EXHIBIT "B" of this AGREEMENT, CONSULTANT shall forfeit the uncollected amount. If CONSULTANT collects the incorrect amount of any enrolled resident co-pay, and the amount collected is greater than the amount set forth in Table B-1 of EXHIBIT "B" of this AGREEMENT, CONSULTANT shall refund the over collected amount to the enrolled resident within 10 business days of becoming so aware.
20. CONSULTANT shall provide all services under this AGREEMENT on an as-needed basis. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation. CITY relies on third-party funding to support the SMP and reserves the right and sole discretion to change, modify, or cancel the SMP at any point with or without notice to CONSULTANT.

### ***LIQUIDATED DAMAGES***

The following shall apply to all SMP transportation services:

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

- For each failure of a driver to collect the correct enrolled resident co-pay amount established by CITY: \$25.00 per occurrence.
- For each failure of a driver to arrive for a pick-up within 45 minutes of CONSULTANT's call center receiving a request (see number 5 above): 150% of the fare.
- For each failure to process complaints as required herein: \$100.00.
- Any report shall be considered late until such time as the correct and complete report (see numbers 12(a), 13, 14, 15, and 16 above) is received by CITY. For each calendar day a report is late, the liquidated damage amount shall be: \$100.00 per day.

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

CONSULTANT shall be compensated using the following rates:

*Table B-1: Compensation Schedule*

A	B	C	D
Destination <sup>1</sup>	Enrolled Resident Co-Pay (collected by CONSULTANT's driver upon arriving at the destination) <sup>2</sup>	CITY Charge (invoiced by CONSULTANT on a monthly basis)	Total Amount Paid to CONSULTANT (Columns B + C)
Trips to or from <b>Laguna Woods City Hall</b> (24264 El Toro Road, Laguna Woods, CA 92637)	\$0.00	\$18.50	\$18.50
Trips to or from <b>Irvine Station</b> (15215 Barranca Parkway, Irvine, CA 92618)	\$0.00	\$18.50	\$18.50
<b>Trips up to 10 miles within Orange County</b> (one-way)	\$5.00	\$22.50	\$27.50
<b>Trips over 10 miles within Orange County</b> (one-way)	\$10.00	If trip is 20 miles or less, \$42.00  If trip is over 20 miles, \$3.00 per mile less the Resident Co-Pay	If trip is 20 miles or less, \$52.00  If trip is over 20 miles, \$3.00 per mile
Trips to or from <b>VA Long Beach</b> (5901 East Seventh Street, Long Beach, CA 90822)	\$15.00	\$75.00	\$90.00
Trips to or from <b>John Wayne Airport</b> (18601 Airport Way, Santa Ana, CA 92707)	\$25.00	If trip is 10 miles or less, \$2.50  If trip is over 10 miles, \$27.00	If trip is 10 miles or less, \$27.50  If trip is over 10 miles, \$52.00

<sup>1</sup> All trips must start or end in Laguna Woods, CA 92637.

<sup>2</sup> CITY may change trip co-pays with a minimum of 30 days' notice to CONSULTANT, at CITY's sole discretion. City Manager of CITY is authorized to make such changes on behalf of CITY.

The rates set forth in Table B-1 are all inclusive. CONSULTANT shall not receive additional or supplemental compensation.

CITY shall not be liable for any failure of CONSULTANT's drivers to collect current amount of the Enrolled Resident Co-Pay identified in Table B-1.

CONSULTANT shall provide all services under this AGREEMENT on an as-needed basis. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

**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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos 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.

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

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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 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.

## ITEM 6.5

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.



## **6.6 WATER QUALITY (STORMWATER) SERVICES**

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**For additional information on this item,  
please refer to Item 6.0 (Consent Calendar Summary).**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
JOHN L. HUNTER AND ASSOCIATES, INC.  
FOR WATER QUALITY (STORMWATER) SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_\_ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and John L. Hunter and Associates, 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 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on August 1, 2023 and ending at 11:59 p.m. on June 30, 2026. 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. This

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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 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of 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 CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's

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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) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; and, (v) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf unless approved in writing by CITY in advance.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

(f) 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.

(g) 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.**

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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.

(c) CONSULTANT shall not discriminate, in any way, against any person on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics in connection with or related to the performance of this AGREEMENT.

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and

its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

**SECTION 11. 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 12. 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 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 13. 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 CONSULTANT's breach of any representation, warranty or obligations of CONSULTANT set for in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10.

(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 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

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

**SECTION 14. 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 15. ASSIGNMENT.**

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

**SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

**SECTION 17. 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.

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

**SECTION 18. 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 19. 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 20. 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 21. 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: John L. Hunter and Associates, Inc.  
ATTN: Project Manager

6131 Orangethorpe Ave, Suite 300  
Buena Park, CA 90620

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 22. 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 23. BINDING EFFECT.**

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

**SECTION 24. 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 25. 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 26. 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 27. 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 attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 28. 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 29. 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 30. 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.

**SECTION 31. COUNTERPARTS.**

This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same agreement. The parties may also deliver executed copies of this AGREEMENT to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this AGREEMENT. At the request of either party, the parties will confirm signatures by signing and delivering an original 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:**

**CONSULTANT:**

\_\_\_\_\_  
Christopher Macon, City Manager

\_\_\_\_\_  
Jillian Brickey, Secretary

Approved as to Form:

\_\_\_\_\_  
Alisha Patterson, City Attorney

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

CONSULTANT shall perform and complete water quality (stormwater) 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.

All services provided by CONSULTANT shall be conducted in accordance with the requirements of applicable National Pollutant Discharge Elimination System ("NPDES") permits, which vary by location due to the Santa Ana and San Diego regional water quality control boards each having jurisdiction over portions of the city of Laguna Woods, as well as Chapter 4.14 of the Laguna Woods Municipal Code and CITY's Local Implementation Plan ("LIP"), as may change from time-to-time.

**Water Quality Inspections**

*Annual.* CONSULTANT shall conduct routine inspections of commercial facilities and Water Quality Management Plan ("WQMP") structural Best Management Practices ("BMPs") located within the city of Laguna Woods, as requested by CITY. On or before July 15 of each year, CITY shall provide CONSULTANT with a list of required annual inspections (if any). CONSULTANT shall independently schedule and complete all required inspections between the date provided and September 30 of each year, except as may not be possible due to scheduling constraints of the facilities. To the extent that follow-up inspections are required, CONSULTANT shall notify CITY. CITY may request that CONSULTANT schedule and conduct follow-up inspections on schedules mutually agreed thereto.

*Other As-Needed.* CONSULTANT shall conduct as-needed routine or additional inspections of commercial facilities and WQMP structural BMPs located within the city of Laguna Woods, as requested by CITY. To the extent that follow-up inspections are required, CONSULTANT shall notify CITY. CITY may request that CONSULTANT schedule and conduct follow-up inspections on schedules mutually agreed thereto.

*General Requirements.*

- CONSULTANT shall complete a CITY-provided inspection form during each inspection and submit an electronic copy of the same to CITY, along with any photographs and supporting documentation, within five (5) business days of each inspection.
- While CONSULTANT shall conduct inspections, note observations and findings, and provide verbal or written warnings to property owners, tenants, and other responsible parties, all other enforcement action shall be taken by CITY. CONSULTANT shall advise CITY on the nature of, and corrective action required for, violations that it identifies. CONSULTANT shall also participate in associated code enforcement and

legal processes (e.g., providing declarations and testimony) as requested by CITY.

**WQMP Review and Approval**

CONSULTANT shall review and approve WQMPs for public and private projects, on behalf of CITY, as requested by CITY.

**Other Services**

CONSULTANT shall provide additional services related to water quality inspections and WQMP review and approval, as requested by CITY (e.g., assistance with public education and assistance with reporting to regional water quality control boards).



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

CONSULTANT shall be compensated on an hourly basis using the following rates:

*Table B-1: Compensation Schedule*

CONSULTANT Personnel	Regular Hourly Rate <sup>1</sup>
Principal	\$220
Director	\$195
Program Manager	\$195
Staff Engineer	\$195
Project Manager	\$185
Assistant Project Manager	\$165
Project Engineer	\$165
Senior Compliance Specialist	\$145
Compliance Specialist II	\$135
Project Analyst II	\$135
Compliance Specialist I	\$125
Project Analyst I	\$125
Administrative Assistant, Laborer	\$85
State Certified Laboratory Analysis	Cost (as evidenced by receipts) + 5%
Legal Consultation, Court Appearances/Document Review	\$290
Subcontracted Equipment	Cost (as evidenced by receipts) + 5%

<sup>1</sup> CONSULTANT shall bill "Regular Hourly Rates" in 15-minute increments with no minimum or maximum number of hours. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, food, or drink.

The hourly rates set forth in Table B-1 are all inclusive, with the exception of reproduction; oversized and specialty printing; courier/ mailing services; and, special, non-routine expenses, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost (as evidenced by receipts) plus 5%.

CONSULTANT shall provide all services under this AGREEMENT only as requested by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation.

**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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos 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.

(5) Professional liability insurance.

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 \$1,000,000 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.

ITEM 6.6

(4) Professional Liability: \$1,000,000 per claim and no less than \$1,00,000 general aggregate.

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

## ITEM 6.6

required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each 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.

**7.1**

**CONDITIONAL USE PERMIT CUP-2023-0002  
TO ALLOW FOR THE ESTABLISHMENT OF AN  
ADMINISTRATIVE/PROFESSIONAL OFFICE  
WITHIN AN EXISTING 3,272 SQUARE FOOT  
UNIT IN AN EXISTING BUILDING, AT 24310  
MOULTON PARKWAY, SUITE C-2, LAGUNA  
WOODS, CA 92637**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 21, 2023 Regular Meeting

**SUBJECT:** Conditional Use Permit CUP-2023-0002 to allow for the establishment of an administrative/professional office within an existing 3,272 square foot unit in an existing building, at 24310 Moulton Parkway, Suite C-2, 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. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-2023-0002 TO ALLOW FOR THE ESTABLISHMENT OF AN

ADMINISTRATIVE/PROFESSIONAL OFFICE WITHIN AN EXISTING 3,272 SQUARE FOOT UNIT IN AN EXISTING BUILDING, AT 24310 MOULTON PARKWAY, SUITE C-2, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

**Overview**

Denice Godinez, One Nine Architecture (“Applicant”), on behalf of Alignment Healthcare, has submitted a land use application seeking approval of Conditional Use Permit CUP-2023-0002, to establish an administrative/professional office within an existing 3,272 square foot unit in an existing building at 24310 Moulton Parkway, Suite C-2, Laguna Woods, CA 92637.

The project location is south of El Toro Road and east of Moulton Parkway in the Willow Tree Center.

A vicinity map is included as Attachment B.

Surrounding land uses are listed in Table 1.

*Table 1: Surrounding Land Uses*

<b>General Location</b>	<b>General Plan Land Use Designation</b>	<b>Land Use</b>
North	Commercial / Residential Community	Willow Tree Center / Laguna Woods Village residences
South	Commercial / Community Facilities / Open Space	Willow Tree Center / Laguna Country United Methodist Church / Laguna Woods Village open space/trails
East	Residential Community	Laguna Woods Village residences
West	Commercial / Open Space	Retail businesses and offices / Via Campo Verde

The project location is within the Community Commercial (CC) zoning district. Community Commercial designates areas to “provide for the development and preservation of high intensity commercial uses which serve the local community



and regional area and are compatible with surrounding residential uses” (Laguna Woods Municipal Code Section 13.10.010).

Laguna Woods Municipal Code Section 13.10.020 requires the issuance of a conditional use permit prior to the establishment of certain uses, including administrative/professional offices with a gross floor area of more than 3,000 square feet in the Community Commercial (CC) zoning district.

### **Discussion**

The City Council is asked to conduct a public hearing on the application for Conditional Use Permit CUP-2023-0002 and, thereafter, consider approval of the same (Attachment A). Staff recommends approval, subject to proposed conditions of approval (Exhibit A to Attachment A). The proposed conditions of approval would regulate the use in manners consistent with the purpose and intent of Laguna Woods Municipal Code Chapter 13.10 (Commercial Districts).

Conditional Use Permit CUP-2023-0002 would apply to the Applicant’s proposed use of the unit (Alignment Healthcare, an administrative/professional office that can be permitted with an approved conditional use permit per the Laguna Woods Municipal Code), as well as eligible successors, at the project location.

According to the Applicant, Alignment Healthcare would offer health insurance coverage and be open to both existing and prospective health insurance members. The administrative/professional office would be used for product presentations and to meet with existing and prospective members.

### **Environmental Review**

The City Council is asked to find that this project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301 of Title 14 of the California Code of Regulations, in that it consists of the permitting and minor alteration of existing private structures and facilities, involving negligible or no expansion of existing or former use. The project specifically involves the occupancy and associated tenant improvements (e.g., alterations involving such things as interior partitions, plumbing, and electrical conveyances) of an existing unit in an existing commercial structure in an existing commercial center. Administrative/professional offices are commercial uses and the unit, while presently vacant, was formerly occupied by other commercial uses. The project

does not include any increase in the floor area of the existing commercial structure.

**Fiscal Impact**

The City's expenses associated with processing this project are recovered through planning services fees.

**Documents Available for Review**

Related documents – including the Applicant's application – are available for public review at City Hall during normal working hours.

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

Attachments: A – Proposed Resolution  
                  Exhibit A – Proposed Conditions of Approval  
                  B – Vicinity Map

**RESOLUTION NO. 23-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-2023-0002 TO ALLOW FOR THE ESTABLISHMENT OF AN ADMINISTRATIVE/PROFESSIONAL OFFICE WITHIN AN EXISTING 3,272 SQUARE FOOT UNIT IN AN EXISTING BUILDING, AT 24310 MOULTON PARKWAY, SUITE C-2, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

**WHEREAS**, Denice Godinez, One Nine Architecture (“Applicant”) submitted an application for Conditional Use Permit CUP-2023-0002 to establish an administrative/professional office within an existing 3,272 square foot unit in an existing building at 24310 Moulton Parkway, Suite C-2, Laguna Woods, CA 92637 in the Community Commercial (CC) zoning district; and

**WHEREAS**, on June 21, 2023, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing regarding Conditional Use Permit CUP-2023-0002; and

**WHEREAS**, the City Council has carefully considered all pertinent testimony, as well as all information contained in the agenda report prepared for Conditional Use Permit CUP-2023-0002, as presented at the public hearing; and

**WHEREAS**, staff has reviewed the environmental form submitted by the Applicant in accordance with the City’s procedures. Based upon the information received and staff’s assessment of the information, Conditional Use Permit CUP-2023-0002 has been determined to be categorically exempt pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, all legal prerequisites have occurred prior to the adoption of this resolution; and

**WHEREAS**, the City Council makes the following findings subject to the conditions of approval:

Findings for All Discretionary Permits

1. The use or project proposed is consistent with the General Plan.

The proposed project is consistent with the Commercial land use designation of the General Plan, which is intended to cover “*a broad range of non-residential, nonindustrial uses.*” Administrative offices are explicitly referenced in the General Plan as typical commercial uses. The project has been reviewed and found to be in conformance with the General Plan’s maximum floor area ratio of 0.30 for the Commercial land use designation. Objective I of the General Plan Land Use Element is to “*promote land uses that accommodate the diverse needs of City of Laguna Woods residents*” and Policy I.B is to “*actively participate with property owners and their representatives to expand the range of retail goods and services.*” The proposed project would allow the establishment of an administrative/professional office in a vacant commercial building unit. The use would serve Laguna Woods residents and surrounding communities.

2. The use, activity or improvement(s) proposed is consistent with the provisions of the Zoning Code.

Administrative/Professional offices with a gross floor area of up to 3,000 square feet are permitted as a principal use in the Community Commercial (CC) zoning district. Administrative/Professional offices with a gross floor area of more 3,000 square feet – such as the proposed project – require a conditional use permit in the Community Commercial (CC) zoning district. The proposed use is also consistent with the purpose and intent of the Community Commercial (CC) zoning district, which is “*to provide for the development and preservation of high intensity commercial uses which serve the local community and regional area and are compatible with surrounding residential uses.*” With the conditions of approval, several of which address public health, safety, and general welfare as further discussed in Finding #5 below, the proposed use would be compatible with surrounding residential uses.

3. The approval of the permit application is in compliance with the requirements of the California Environmental Quality Act.

Based on the information received from the Applicant and staff’s assessment of the same, the proposed project has been determined to be categorically

exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations. Additional information is contained in Section 2 of this resolution and incorporated herein by this reference.

4. The location, size, design and operating characteristics of the proposed use will not create conditions or situations that may be incompatible with other permitted uses in the vicinity.

The proposed administrative/professional office would be established in an existing unit in an existing commercial structure in an existing commercial center. Administrative/professional offices are commercial uses and the unit, while presently vacant, was formerly occupied by other commercial uses. Ingress and egress to the project location are provided via existing driveway along El Toro Road and Moulton Parkway, none of which would be modified as a result of the project. Sufficient parking to accommodate the proposed administrative/professional office is provided within the existing commercial center to comply with the Laguna Woods Municipal Code.

Conditions of approval are included to ensure that appropriate measures are taken to avoid conditions or situations that may be incompatible with other permitted uses in the vicinity. For example: Condition of Approval #4 requires the project to “comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations...” Condition of Approval #9 requires equipment and supply deliveries to be scheduled to occur during off-peak hours of operation, to minimize on-site traffic and parking impacts.

5. The approval of the permit application will not result in conditions or circumstances contrary to the public health and safety and the general welfare.

The project would be subject to conditions of approval which would regulate the use in a manner consistent with the purpose and intent of the Laguna Woods Municipal Code Chapter 13.10. Several of the conditions of approval related to public health, safety, and general welfare including, but not limited to, reservation of the City’s rights to require additional security or safety measures, if warranted, and provisions related to the abatement of graffiti. Such conditions would assist in protecting the public from potential

risk or danger. The conditions of approval also explicitly require the project to comply with all applicable, then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations.

6. The approval of the permit application is in compliance with all City-required public facilities regulations.

The proposed project has been evaluated against all City regulations through the site development permit process and is deemed to be in compliance, subject to the conditions of approval. The proposed project would not require the addition or modification of any public facilities, nor heightened levels of service for any public services operating from public facilities.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** After reviewing the entire project record, the City Council hereby determines and certifies that this project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301 of Title 14 of the California Code of Regulations, in that it consists of the permitting and minor alteration of existing private structures and facilities, involving negligible or no expansion of existing or former use. The project specifically involves the occupancy and associated tenant improvements (e.g., alterations involving such things as interior partitions, plumbing, and electrical conveyances) of an existing unit in an existing commercial structure in an existing commercial center. Administrative/professional offices are commercial uses and the unit, while presently vacant, was formerly occupied by other commercial uses. The project does not include any increase in the floor area of the existing commercial structure.

**SECTION 3.** The City Council hereby approves Conditional Use Permit CUP-2023-0002, subject to the conditions of approval attached to this resolution as Exhibit A, which are incorporated herein by this reference.

**SECTION 4.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2023.

\_\_\_\_\_  
CYNTHIA S. CONNERS, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 23-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 2023, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

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**Exhibit A to Resolution No. 23-XX**

**City of Laguna Woods**

**Conditions of Approval for Conditional Use Permit CUP-2023-0002**

1. The project shall be constructed, developed, used, operated, and permanently maintained in accordance with the terms of the application, plans, drawings, and conditions imposed herein.
2. This approval is for the establishment of an administrative/professional office within an existing 3,272 square foot unit in an existing building, at 24310 Moulton Parkway, Suite C-2, Laguna Woods, CA 92637. Any proposed expansion of square footage within the existing building shall require City approval of an amendment of this conditional use permit.
3. The Applicant(s)/Owner(s) shall comply with all of the conditions of approval as part of Conditional Use Permit CUP-2023-0002 (“conditional use permit”). Failure to comply with any one or more of the conditions imposed herein constitute grounds for revocation of said conditional use permit by the City Council.
4. The Applicant(s)/Owner(s) shall comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations, as they pertain to the improvements and uses sought in this application, and such requirements are made a condition of this approval. These include, but are not limited to, all requirements related to building permits, grading permits, and encroachment permits; engineering review, landscaping review, water quality review, and plan review, generally, of proposed construction plans; accessibility, including accessibility required by the federal Americans with Disabilities Act; best management practices and other actions or improvements required by National Pollutant Discharge Elimination System permit(s); and, restrictions on parking, circulation, lighting, and noise.
5. Landscaping for the project shall be designed to comply with the City’s Water Efficient Landscape Ordinance and with the Guidelines for Implementation of the Water Efficient Landscape Ordinance. This approval does not include any approval for landscaping of any kind, nor does it represent or imply that any landscaping proposed in connection with this application, or at any time

ITEM 7.1 – Exhibit A to Attachment A

in the future, will or will not be approved by the City.

6. Grading for the project shall comply with the Laguna Woods Municipal Code and other applicable laws, rules, and regulations. This approval does not include any approval for grading of any kind, nor does it represent or imply that any grading proposed in connection with this application, or at any time in the future, will or will not be approved by the City.
7. This approval does not eliminate the need for building permits, grading permits, or encroachment permits or include any action or finding as to compliance or approval of any other applicable federal, state or local ordinance, regulation, rule, or requirement.
8. The interior floor plans submitted for this conditional use permit are conceptual only and may be modified by the Applicant(s)/Owner(s) subject to the issuance of building permits and compliance and approval with all other applicable federal, state or local ordinance, regulation, rule, or requirement.
9. Equipment and supply deliveries shall be scheduled to occur during off-peak hours of operation, to minimize on-site traffic and parking impacts.
10. Graffiti on the property shall be removed at the Applicant(s)/Owner(s)' expense within 24 hours.
11. In the event of repeated or disproportionately high numbers of calls for law enforcement or other public safety service, or based upon input from the Orange County Sheriff's Department (or successor law enforcement agency) or surrounding residents or businesses, the City Manager may require, at his/her/their discretion, that the Applicant(s)/Owner(s) provide additional on-site security and/or safety measures at the property, as may be reasonably calculated to address situations or circumstances leading to or causing such increased calls for service, or complaints or comments from surrounding residents or businesses.
12. City staff, or their authorized representatives, shall have the right to access and enter the property to make reasonable Applicant- or Owner-authorized scheduled inspections, or unscheduled inspections in areas otherwise open to the public, to observe and enforce compliance with applicable laws and the conditions set forth herein.
13. In accordance with policies adopted by the City, the Applicant(s)/Owner(s)

ITEM 7.1 – Exhibit A to Attachment A

shall be responsible for any cost incurred as a result of local law enforcement, public safety, or code enforcement investigation/inspection that results in a finding of violation of any applicable laws and/or conditions of approval.

14. Any request to modify the conditions of approval contained herein shall require review and authorization by the City Manager. The City Manager may require the submission of such documentation or reporting, or the conduct of such studies or analysis, as he/she/they deems necessary to evaluate a request for modification. The City Manager may in his/her/their discretion refer such decision to the City Council.
15. This approval may be modified or revoked by the City Council, after applicable notice and public hearing procedures have been satisfied, should it be determined, within the City’s jurisdictional authority, that the conditions under which the project has been operated or maintained are detrimental to the public health, safety or welfare, or materially injurious to property or animals in the vicinity; or if the project is operated or maintained so as to constitute a public nuisance, or if the project is operated or maintained in violation of any of the conditions of approval set forth herein, or for any other reason permitted by law.
16. Transfer:  
  
In the event of transfer of the property to which this approval pertains, the transferee shall, prior to exercising the rights granted hereunder, arrange and attend a conference with the City to review these conditions of approval, and document the manner in which activities will occur and the manner in which these conditions of approval will be met.
17. Termination:  
  
Upon approval, this conditional use permit shall become null and void (A) upon the expiration of building permits, due to inactivity, obtained to construct this project, or (B) after the project has been constructed, 180 calendar days after such time the approved use at the approved location ceases to be operated as noted by lapse of City business license, lapse of California Department of Tax & Fee Administration (or successor agency) permit or license, or date noted by City official with proper site verification of abandonment or discontinuance.

The City Manager may in his/her/their discretion refer decision regarding

ITEM 7.1 – Exhibit A to Attachment A

termination to the City Council.

This conditional use permit shall be deemed immediately terminated should the approved location be occupied by a use not in accord with this approval, subject to written notice to the Owner(s) with 10 calendar days to cure.

18. The Applicant(s)/Owner(s), or successor in interest, shall as a condition of issuance of this approval, at its sole expense, defend, indemnify, and hold harmless the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding against the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers to attach, set aside, void or annul an approval of the City Council or other decision-making body, or staff action concerning this conditional use permit approval, or its implementation. The Applicant(s)/Owner(s) shall pay all of the City’s defense costs incurred by counsel of the City’s choosing, and shall reimburse the City for any and all court costs and other parties’ attorney fees that the City may be required by a court to pay as a result of such defense. The Applicant(s)/Owner(s) may at its sole discretion participate in the defense of any such action under this condition, with its own counsel.
19. Prior to the issuance of building permits, the Property Owner(s) shall sign and have notarized (acknowledgement) the “Owner(s) Acknowledgement of Conditions of Approval for Conditional Use Permit CUP-2023-0002” and return one wet-signed original to the City Manager with a copy of a recordable legal description of all affected properties in form acceptable to the City Manager.

[SIGNATURES ON NEXT PAGE]

ITEM 7.1 – Exhibit A to Attachment A

**OWNER(S) ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL FOR  
CONDITIONAL USE PERMIT CUP-2023-0002 (“ACKNOWLEDGEMENT”)**

1. *ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL.* The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) has reviewed all Conditions of Approval for Conditional Use Permit CUP-2023-0002 and has had the opportunity to consult with legal counsel regarding them as the Owner(s) has deemed appropriate.
2. *PURPOSE.* The purpose of this ACKNOWLEDGEMENT is to ensure the Owner(s) are aware of the Conditions of Approval for Conditional Use Permit CUP-2023-0002, which “run with the land.” References to “Applicant(s)/Owner(s)” in the Conditions of Approval for Conditional Use Permit CUP-2023-0002 are not intended to, and will not be interpreted by the City as, conferring any additional legal responsibility or liability upon the Owner(s) beyond that which otherwise exists in applicable law, or otherwise changing the Owner(s) existing legal obligations.
3. *RECORDATION.* The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) consents to the recordation of the Conditions of Approval for Conditional Use Permit CUP-2023-0002, including this ACKNOWLEDGEMENT, in the office of the Clerk-Recorder for the County of Orange.
4. *AUTHORITY TO EXECUTE.* The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) represents and warrants that he/she/they has/have the authority to so execute this ACKNOWLEDGEMENT and to bind the respective Owner(s) to its obligations hereunder.
5. *SEVERABILITY.* If any term, condition or covenant of this ACKNOWLEDGEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this ACKNOWLEDGEMENT shall not be affected thereby and the ACKNOWLEDGEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**Property Owner – Raintree Realty LLC**

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

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.**

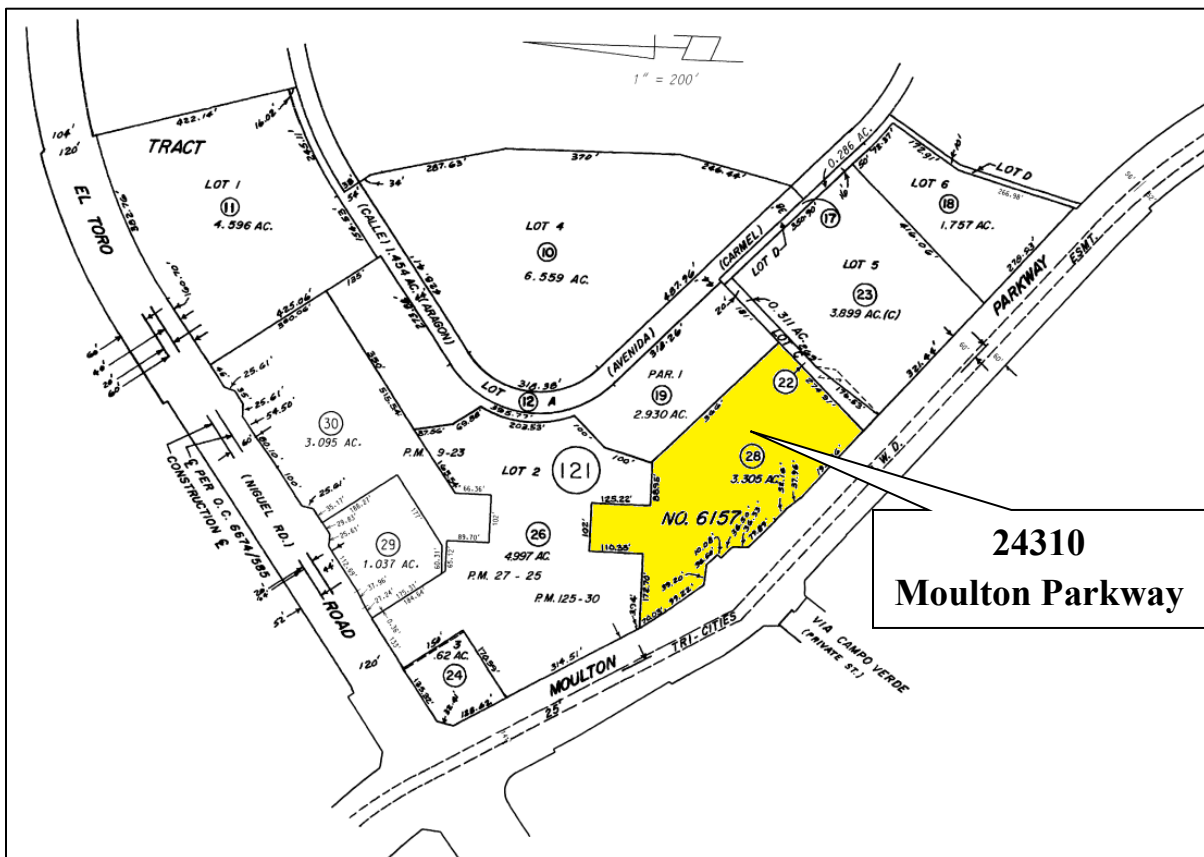
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# Vicinity Map

## 24310 Moulton Parkway, Suite C-2, Laguna Woods, CA 92637

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### Project Area



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**7.2**

**SIGN PROGRAM SP-2023-0003 TO ALLOW  
FOR VARIOUS SIGNAGE AT 23562 MOULTON  
PARKWAY, LAGUNA WOODS, CA 92637**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 21, 2023 Regular Meeting

**SUBJECT:** Sign Program SP-2023-0003 to allow for various signage at 23562 Moulton Parkway, Laguna Woods, CA 92637

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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. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-2023-0003 TO ALLOW FOR VARIOUS SIGNAGE AT 23562 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE SIGN PROGRAM IS CATEGORICALLY

EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY  
ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE  
CALIFORNIA CODE OF REGULATIONS

**Overview**

Sign Industries, Inc. (“Applicant”), on behalf of Starbucks, has submitted a land use application seeking approval of Sign Program SP-2023-0003, to allow for various signage at 23562 Moulton Parkway, Laguna Woods, CA 92637.

The project location most recently operated as a Jack-in-the-Box (closed in March 2022) and is located at the southeast corner of the intersection of Moulton Parkway and Ridge Route Drive.

A vicinity map is included as Attachment B.

Surrounding land uses are listed in Table 1.

*Table 1: Surrounding Land Uses*

<b>General Location</b>	<b>General Plan Land Use Designation</b>	<b>Land Use</b>
North	City of Laguna Hills	Veeh Reservoir
South	Commercial	Plaza Laguna Woods (PS Business)
East	Commercial	Plaza Laguna Woods (PS Business)
West	City of Laguna Hills	Moulton Plaza

The project location is within the Community Commercial (CC) zoning district. Community Commercial designates areas to “provide for the development and preservation of high intensity commercial uses which serve the local community and regional area and are compatible with surrounding residential uses” (Laguna Woods Municipal Code Section 13.10.010).

Sign programs are intended to “provide incentive and latitude to achieve effectiveness, attractive appearance, compatible design and variety in permanent signage” (Laguna Woods Municipal Code Section 13.20.160). The City Council is responsible for approving or denying sign programs and subsequent amendments, subject to certain findings set forth in the Laguna Woods Municipal Code.

## **Discussion**

The City Council is asked to conduct a public hearing on the application for Sign Program SP-2023-0003 and, thereafter, consider approval of the same (Attachment A). Staff recommends approval of the sign program, subject to proposed conditions of approval (Exhibit A to Attachment A). The proposed conditions of approval would regulate the use and signage in manners consistent with the purpose and intent of Laguna Woods Municipal Code Chapters 13.20 (Sign Regulations).

Laguna Woods Municipal Code Chapter 13.10 allows the City's sign regulations to be supplemented by sign programs approved by the City Council. In this case, Sign Program SP-2023-0003 is required due to the Applicant's proposed combination of more than three permanent signs at the project site.

The proposed sign program (Exhibit B to Attachment A) includes three wall signs, two drive thru entrance directional signs, one drive thru thank you/exit directional sign, one drive thru exit only sign, one drive thru both lane open sign, two drive thru yield/merge signs, one t-shaped clearance bar, two pre-menu boards, two drive thru order screens with canopies, two five-panel menu boards, two mobile order parking signs, and one monument sign. Locations, areas, dimensions, and additional design details are included in the proposed sign program.

The proposed monument sign would be located in the same general location as the previous Jack-in-the-Box monument sign, but would be more rectangularly shaped with wood siding and aluminum trim that matches the building.

Sign Program SP-2023-0003 would apply to the Applicant's proposed use of the property (Starbucks, a fast/fast casual food establishment that is permitted as a principal use by the Laguna Woods Municipal Code), as well as eligible successors, at the project location.

## **Environmental Review**

The City Council is asked to find that this project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15311 of Title 14 of the California Code of Regulations, in that it consists of approvals related to the construction or placement of on-premise signs, which are minor structures accessory to (appurtenant to) a commercial facility.

**Fiscal Impact**

The City’s expenses associated with processing this project are recovered through planning services fees.

**Documents Available for Review**

Related documents – including the Applicant’s application – are available for public review at City Hall during normal working hours.

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

- Attachments: A – Proposed Resolution  
                  Exhibit A – Proposed Conditions of Approval  
                  Exhibit B – Proposed Sign Program SP-2023-0003  
          B – Vicinity Map

**RESOLUTION NO. 23-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-2023-0003 TO ALLOW FOR VARIOUS SIGNAGE AT 23562 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING AND CERTIFYING THAT THE SIGN PROGRAM IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

**WHEREAS**, Sign Industries, Inc. (“Applicant”) submitted an application for Sign Program SP-2023-0003 to allow for various signage at 23562 Moulton Parkway, Laguna Woods, CA 92637 in the Community Commercial (CC) zoning district; and

**WHEREAS**, on June 21, 2023, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing regarding Sign Program SP-2023-0003; and

**WHEREAS**, the City Council has carefully considered all pertinent testimony, as well as all information contained in the agenda report prepared for Sign Program SP-2023-0003, as presented at the public hearing; and

**WHEREAS**, staff has reviewed the environmental form submitted by the Applicant in accordance with the City’s procedures. Based upon the information received and staff’s assessment of the information, Sign Program SP-2023-0003 has been determined to be categorically exempt pursuant to Section 15311 (Accessory Structures) of the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, all legal prerequisites have occurred prior to the adoption of this resolution; and

**WHEREAS**, the City Council makes the following findings subject to the conditions of approval:

Findings for All Sign Programs

1. The proposed signs are well-designed, consistent with any design criteria

otherwise applicable to the sign property, compatible with community character and harmonious with surrounding properties, buildings, and streetscapes.

The proposed signs would be aesthetically appealing, compatible, and harmonious with the signage on surrounding properties, buildings, and streetscapes. The proposed signs would not be of a type, nor would they include any of the features or characteristics, that would result in their being prohibited pursuant to Laguna Woods Municipal Code Section 13.20.130. The proposed signs are similar in type as those commonly associated with commercial businesses and fast/fast casual food establishments elsewhere in Laguna Woods.

2. The proposed signs are clear and legible in the circumstances in which they are seen, including for purposes of promoting awareness of local businesses and activities.

The proposed signs would help promote local businesses and activities, as well as visibility and safe circulation on the project location and within the broader commercial center. The proposed signs would be clear and legible for the purposes for which they are intended. The proposed signs are similar in type and scale as those commonly associated with commercial businesses and fast/fast casual food establishments.

3. The proposed signs are appropriate to the type of business or activity to which they pertain.

The proposed signs included in this sign program would be appropriate in type, location, size/scale, and design to commercial businesses and fast/fast casual food establishments.

4. The proposed signs are displayed in a manner that does not harm public health, safety and welfare.

The proposed signs would not harm public health, safety, and welfare. Several conditions of approval are included to address public health, safety, and welfare including, but not limited to, conditions of approval #3, #8, and #9. Condition of Approval #3 requires that the proposed signs “comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws,



rules, and regulations...” Condition of Approval #8 includes provisions to ensure that the proposed signs do not, at any time, create an actual or reasonably foreseeable nuisance for properties located within line of sight, passing motorists, or any other party. Condition of Approval #9 requires that the proposed signs be kept “... in good structural and functional working order...” Additionally, Laguna Woods Municipal Code Section 13.20.020(d) requires that all signs be maintained in good condition and allows the City to “order the repair or removal of any sign that is unsafe, defective, damaged, or unsatisfactorily maintained.”

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** After reviewing the entire project record, the City Council hereby determines and certifies that this project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15311 of Title 14 of the California Code of Regulations, in that it consists of approvals related to the construction or placement of on-premise signs, which are minor structures accessory to (appurtenant to) a commercial facility.

**SECTION 3.** The City Council hereby approves Sign Program SP-2023-0003, subject to the conditions of approval attached to this resolution as Exhibit A, which are incorporated herein by this reference.

**SECTION 4.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2023.

---

CYNTHIA S. CONNERS, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 23-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 2023, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

**Exhibit A to Resolution No. 23-XX**

**City of Laguna Woods**

**Conditions of Approval for Sign Program SP-2023-0003**

1. The project shall be constructed, developed, used, operated, and permanently maintained in accordance with the terms of the application, plans, drawings, and conditions imposed herein.
2. The Applicant(s)/Owner(s) shall comply with all of the conditions of approval as part of Sign Program SP-2023-0003. Failure to comply with any one or more of the conditions imposed herein constitute grounds for revocation of said sign program by the City Council.
3. The Applicant(s)/Owner(s) shall comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations, as they pertain to the improvements and uses sought in this application, and such requirements are made a condition of this approval. These include, but are not limited to, all requirements related to building permits, grading permits, and encroachment permits; engineering review, landscaping review, water quality review, and plan review, generally, of proposed construction plans; accessibility, including accessibility required by the federal Americans with Disabilities Act; best management practices and other actions or improvements required by National Pollutant Discharge Elimination System permit(s); and, restrictions on parking, circulation, lighting, and noise.
4. Landscaping for the project shall be designed to comply with the City’s Water Efficient Landscape Ordinance and with the Guidelines for Implementation of the Water Efficient Landscape Ordinance. This approval does not include any approval for landscaping of any kind, nor does it represent or imply that any landscaping proposed in connection with this application, or at any time in the future, will or will not be approved by the City.
5. Grading for the project shall comply with the Laguna Woods Municipal Code and other applicable laws, rules, and regulations. This approval does not include any approval for grading of any kind, nor does it represent or imply that any grading proposed in connection with this application, or at any time

ITEM 7.2 – Exhibit A to Attachment A

in the future, will or will not be approved by the City.

6. This approval does not eliminate the need for building permits, grading permits, or encroachment permits or include any action or finding as to compliance or approval of any other applicable federal, state or local ordinance, regulation, rule, or requirement.
7. Except as otherwise provided herein, or as permitted pursuant to the Laguna Woods Municipal Code, this approval is for the location and design of the specified signage show on Exhibit B to Resolution No. 23-XX only. No additional approval is implied or granted.
8. The Applicant(s)/Owner(s) are solely responsible for ensuring that signage does not, at any time, create an actual or reasonably foreseeable nuisance for properties located within line of sight, passing motorists, or any other party including, but not limited to, any nuisance caused either entirely or in part by the brightness, intensity, or direction of sign illumination. The Applicant(s)/Owner(s) shall take all steps necessary to prevent and immediately resolve such situations and shall immediately implement any direction received by City staff, which the Applicant(s)/Owner(s) understand and acknowledge may include, but not necessarily be limited to, any or all of the following:
  - a) Reducing the intensity or brightness of sign illumination;
  - b) Installing additional landscaping to screen illuminated signs, including obtaining approval for amendments to applicable landscape plans and complying with all then-applicable laws and regulations;
  - c) Installing additional shielding or filters for illuminated signs; and/or
  - d) Dimming or turning off the illumination on signs at certain times.

For the purpose of this condition, “reasonably foreseeable” shall include any determination made based upon the judgement and discretion of the City Council or City Manager. City staff’s discretion shall not be directed toward the content or wording of signage.

9. All signs erected and maintained pursuant to the approved sign program shall be kept clean, complete, and in good structural and functional working order, and shall not be allowed to fall into a state of disrepair, damage, or decrepitude.
10. No sign shall flash, blink, rotate, engage in any motion, or emit any noise.

ITEM 7.2 – Exhibit A to Attachment A

11. Graffiti on the property shall be removed at the Applicant(s)/Owner(s)' expense within 24 hours.
12. In the event of repeated or disproportionately high numbers of calls for law enforcement or other public safety service, or based upon input from the Orange County Sheriff's Department (or successor law enforcement agency) or surrounding residents or businesses, the City Manager may require, at his/her/their discretion, that the Applicant(s)/Owner(s) provide additional on-site security and/or safety measures at the property, as may be reasonably calculated to address situations or circumstances leading to or causing such increased calls for service, or complaints or comments from surrounding residents or businesses.
13. City staff, or their authorized representatives, shall have the right to access and enter the property to make reasonable Applicant- or Owner-authorized scheduled inspections, or unscheduled inspections in areas otherwise open to the public, to observe and enforce compliance with applicable laws and the conditions set forth herein.
14. In accordance with policies adopted by the City, the Applicant(s)/Owner(s) shall be responsible for any cost incurred as a result of local law enforcement, public safety, or code enforcement investigation/inspection that results in a finding of violation of any applicable laws and/or conditions of approval.
15. A proposed sign program change must be submitted to the City Manager for any relocation, alteration, or addition to any feature or material not specifically approved in the original application, or for any amendment of these conditions of approval. If the City Manager determines, in his/her/their reasonable discretion, that the proposed sign program change proposes non-substantial deviations from the approved sign program, and still complies with the provisions, spirit, intent, and findings of this approval action, the proposed sign program change may be approved by the City Manager without requiring a new public hearing or City Council approval. The City Manager may require the submission of such documentation or reporting, or the conduct of such studies or analysis, as he/she/they deems necessary to evaluate a request for a proposed sign program change. Notwithstanding the foregoing, the City Manager may refer any such determination to the City Council, and/or for additional public hearing.
16. Any request to modify the conditions of approval contained herein shall

ITEM 7.2 – Exhibit A to Attachment A

require review and authorization by the City Manager. The City Manager may require the submission of such documentation or reporting, or the conduct of such studies or analysis, as he/she/they deems necessary to evaluate a request for modification. The City Manager may in his/her/their discretion refer such decision to the City Council.

17. This approval may be modified or revoked by the City Council, after applicable notice and public hearing procedures have been satisfied, should it be determined, within the City’s jurisdictional authority, that the conditions under which the project has been operated or maintained are detrimental to the public health, safety or welfare, or materially injurious to property or animals in the vicinity; or if the project is operated or maintained so as to constitute a public nuisance, or if the project is operated or maintained in violation of any of the conditions of approval set forth herein, or for any other reason permitted by law.

18. Transfer:

In the event of transfer of the property to which this approval pertains, the transferee shall, prior to exercising the rights granted hereunder, arrange and attend a conference with the City to review these conditions of approval, and document the manner in which activities will occur and the manner in which these conditions of approval will be met.

19. Termination:

Upon approval, this sign program shall become null and void (A) upon the expiration of building permits, due to inactivity, obtained to construct this project, or (B) after the project has been constructed, 180 calendar days after such time the approved use at the approved location ceases to be operated as noted by lapse of City business license, lapse of California Department of Tax & Fee Administration (or successor agency) permit or license, or date noted by City official with proper site verification of abandonment or discontinuance.

The City Manager may in his/her/their discretion refer decision regarding termination to the City Council.

This sign program shall be deemed immediately terminated should the approved location be occupied by a use not in accord with this approval,

ITEM 7.2 – Exhibit A to Attachment A

subject to written notice to the Owner(s) with 10 calendar days to cure.

20. The Applicant(s)/Owner(s), or successor in interest, shall as a condition of issuance of this approval, at its sole expense, defend, indemnify, and hold harmless the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding against the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers to attach, set aside, void or annul an approval of the City Council or other decision-making body, or staff action concerning this sign program approval, or its implementation. The Applicant(s)/Owner(s) shall pay all of the City’s defense costs incurred by counsel of the City’s choosing, and shall reimburse the City for any and all court costs and other parties’ attorney fees that the City may be required by a court to pay as a result of such defense. The Applicant(s)/Owner(s) may at its sole discretion participate in the defense of any such action under this condition, with its own counsel.
21. Prior to the issuance of building permits, the Property Owner(s) shall sign and have notarized (acknowledgement) the “Owner(s) Acknowledgement of Conditions of Approval for Sign Program SP-2023-0003” and return one wet-signed original to the City Manager with a copy of a recordable legal description of all affected properties in form acceptable to the City Manager.

[SIGNATURES ON NEXT PAGE]

***OWNER(S) ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL FOR  
SIGN PROGRAM SP-2023-0003 (“ACKNOWLEDGEMENT”)***

1. ***ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL.*** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) has reviewed all Conditions of Approval for Sign Program SP-2023-0003 and has had the opportunity to consult with legal counsel regarding them as the Owner(s) has deemed appropriate.
2. ***PURPOSE.*** The purpose of this ACKNOWLEDGEMENT is to ensure the Owner(s) are aware of the Conditions of Approval for Conditional Use Permit CUP-2023-0003, which “run with the land.” References to “Applicant(s)/Owner(s)” in the Conditions of Approval for Sign Program SP-2023-0003 are not intended to, and will not be interpreted by the City as, conferring any additional legal responsibility or liability upon the Owner(s) beyond that which otherwise exists in applicable law, or otherwise changing the Owner(s) existing legal obligations.
3. ***RECORDATION.*** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) consents to the recordation of the Conditions of Approval for Sign Program SP-2023-0003, including this ACKNOWLEDGEMENT, in the office of the Clerk-Recorder for the County of Orange.
4. ***AUTHORITY TO EXECUTE.*** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) represents and warrants that he/she/they has/have the authority to so execute this ACKNOWLEDGEMENT and to bind the respective Owner(s) to its obligations hereunder.
5. ***SEVERABILITY.*** If any term, condition or covenant of this ACKNOWLEDGEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this ACKNOWLEDGEMENT shall not be affected thereby and the ACKNOWLEDGEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**Property Owner – Nerio, Art M Tr Marital Share One Tr**

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

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.**





# SIGN PROGRAM

---

**PROJECT: # 92973-001**

**STORE # 70464**

***MOULTON & RIDGE ROUTE - STARBUCKS***

*23562 MOULTON PKWY*

*LAGUNA WOODS, CA 92637*

***PREPARED BY:***



2101 Carrillo Privado, Ontario, CA 91761  
(909) 930-0303 Fax: (909) 930-0308  
E-mail: [design@signindustries.tv](mailto:design@signindustries.tv)  
Web: [www.signindustries.tv](http://www.signindustries.tv)

**DIRECTORY**

PROJECT:  
 STARBUCKS  
 23562 MOULTON PKWY  
 LAGUNA WOODS, CA 92637

LANDLORD:  
 PATRICIA NERIO  
 NERIO ART M. MARITAL CITY OF LAGUNA WOODS  
 17122 MARINA VIEW PL,  
 HUNTINGTON BEACH, CA 92649  
 (408) 644-1036 PHONE  
 PAT\_5444@YAHOO.COM

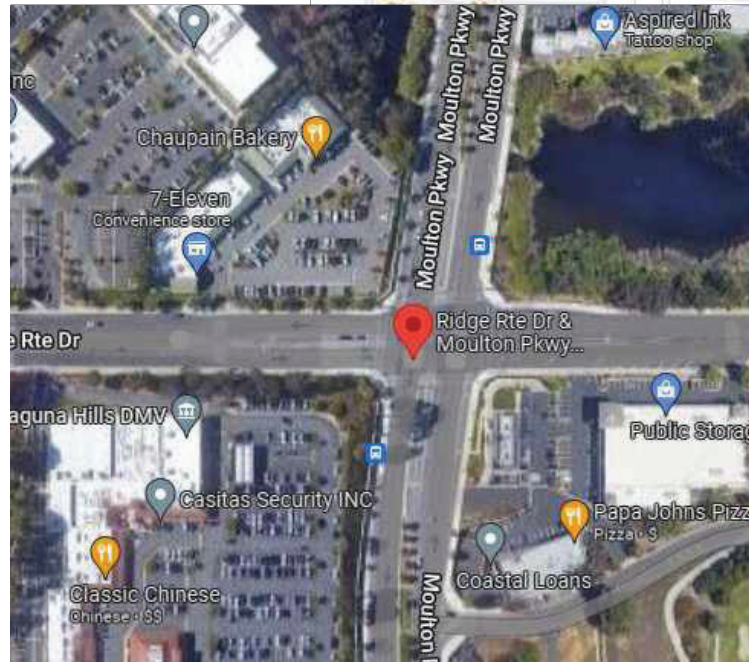
SIGN COMPANY AND  
 PREFERRED SIGN VENDOR:



2101 Carrillo Privado, Ontario, CA 91761  
 (909) 930-0303 Fax: (909) 930-0308  
 E-mail: design@signindustries.tv  
 Web: www.signindustries.tv

CONTACT:  
 Billie Jo Williams  
[billiejo@signindustries.tv](mailto:billiejo@signindustries.tv)  
 (909)957-7189

Information not covered  
 within sign program will  
 default to current Laguna Woods  
 municipal code regulations



VICINITY MAP  
 Not To Scale

Project:



Location:  
 23562 MOULTON PKWY  
 Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:  
 Paul L.

Date: 12-23-22 Drawn by: L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		



**DIRECTORY  
 AND MAPS**



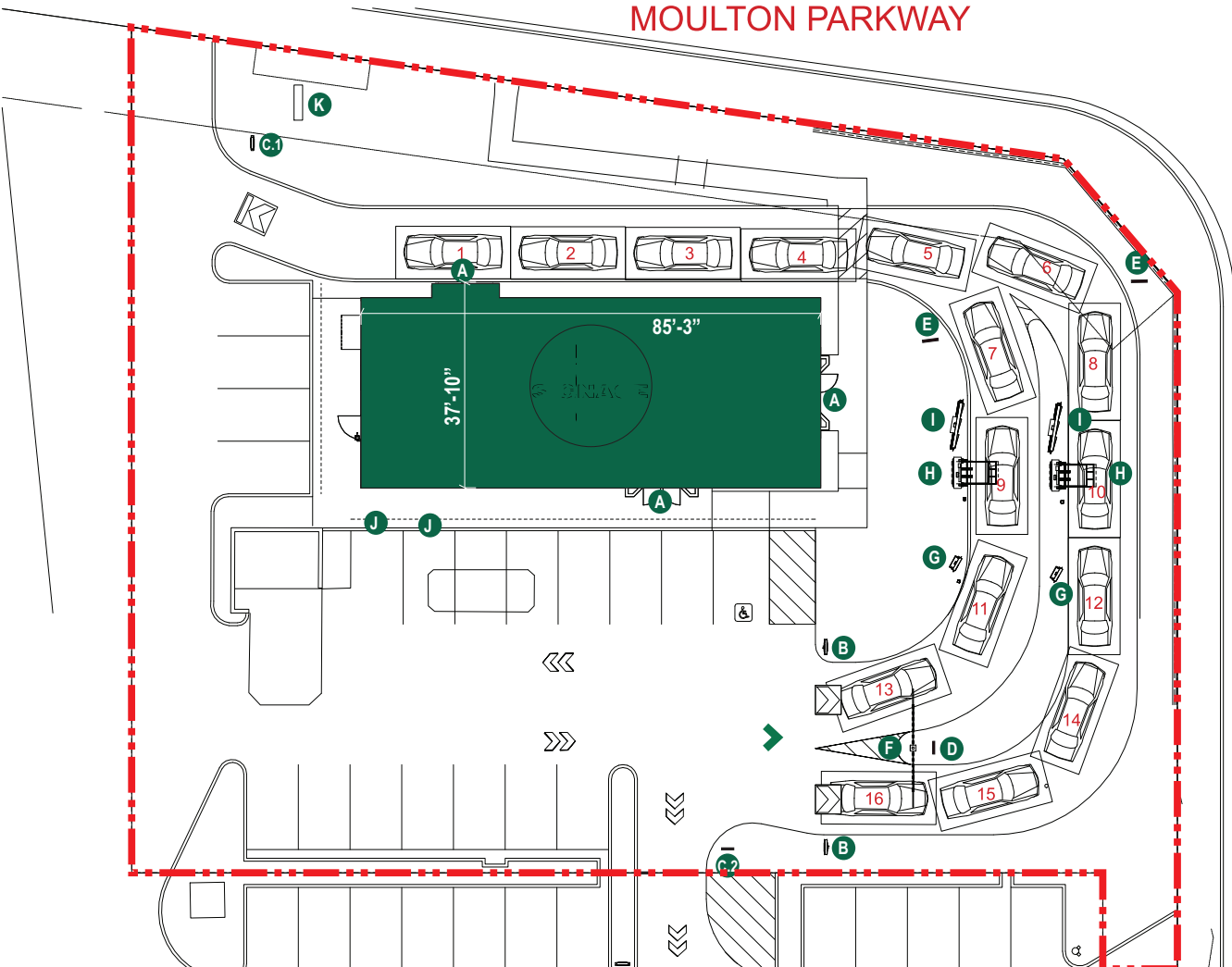
2101 Carrillo Privado, Ontario, CA 91761  
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 E-mail: design@signindustries.tv  
 Web: www.signindustries.tv

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Drawing No

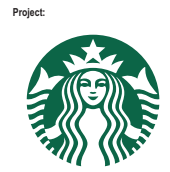
**22-544**

Page: **DIR.01**



**KEY LEGEND**

- A TENANT WALL SIGN
- B DRIVE THRU ENTRANCE DIRECTIONAL
- C:1 DRIVE THRU THANK YOU/ EXIT DIRECTIONAL
- C:2 DRIVE THRU EXIT ONLY
- D DRIVE THRU BOTH LANE OPEN
- E DRIVE THRU YIELD/MERGE SIGN
- F T-SHAPED CLEARANCE BAR
- G PRE MENU BOARD
- H DRIVE THRU ORDER SCREEN W/ CANOPY
- I 5 PANEL MENU BOARD
- J MOBILE ORDER PARKING SIGN
- K EXISTING MONUMENT SIGN



Project:  
 Location:  
 23562 MOULTON PKWY  
 Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:  
 Paul L.

Date: 12-23-22 Drawn by: L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

**LEGEND  
 WALL SIGNS  
 & DRIVE THRU  
 SIGNAGE**



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Drawing No

**22-544**



Page: **SP.1**

1 SITE PLAN



# ITEM 7.2 - Exhibit B to Attachment A

## SIGN TYPE **A** TENANT WALL SIGN

Quantity:  
Wall signage is allowed on three elevations.

Area: Maximum of 1 square foot of wall sign area per 1 lineal foot of leasehold width, measured separately per elevation. Combined area of all wall signs not to exceed 150 square foot.

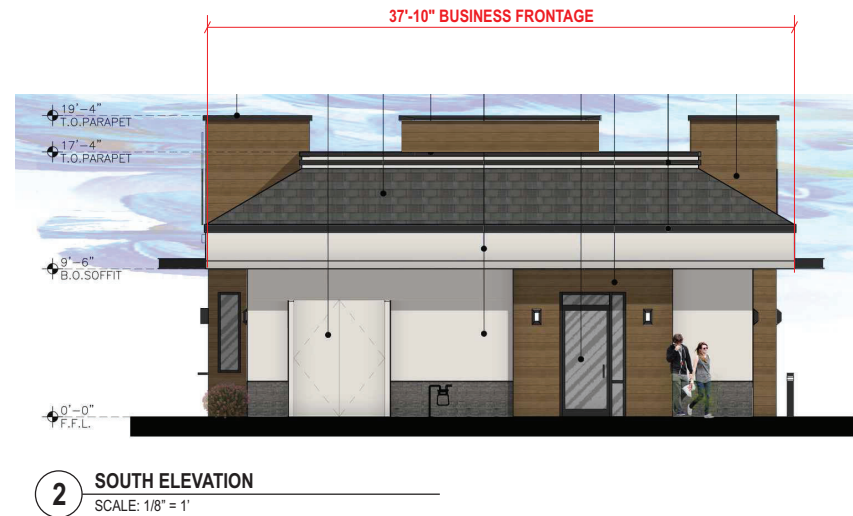
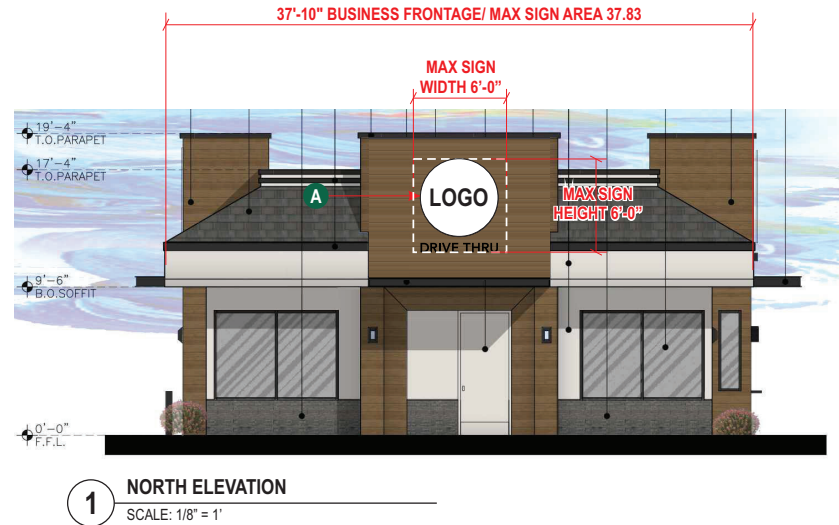
Area Calculation: The area of a wall sign is the area which encloses all copy, logos, and graphics with a maximum of eight perpendicular lines.

Construction: Individual fabricated aluminum channel letter / logo type signage.  
Illumination: Internal L.E.D.

Installation: Flush to wall, with power supplies located within signage or remotely.

Color: Tenant's choice, pending approval of all governing agencies.

Font: Tenant's choice, pending approval of all governing agencies.



Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:  
12-23-22

Drawn by:  
L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

### TENANT WALL SIGNS



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Drawing No

**22-544**



Page: **1.00**

# ITEM 7.2 - Exhibit B to Attachment A

Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

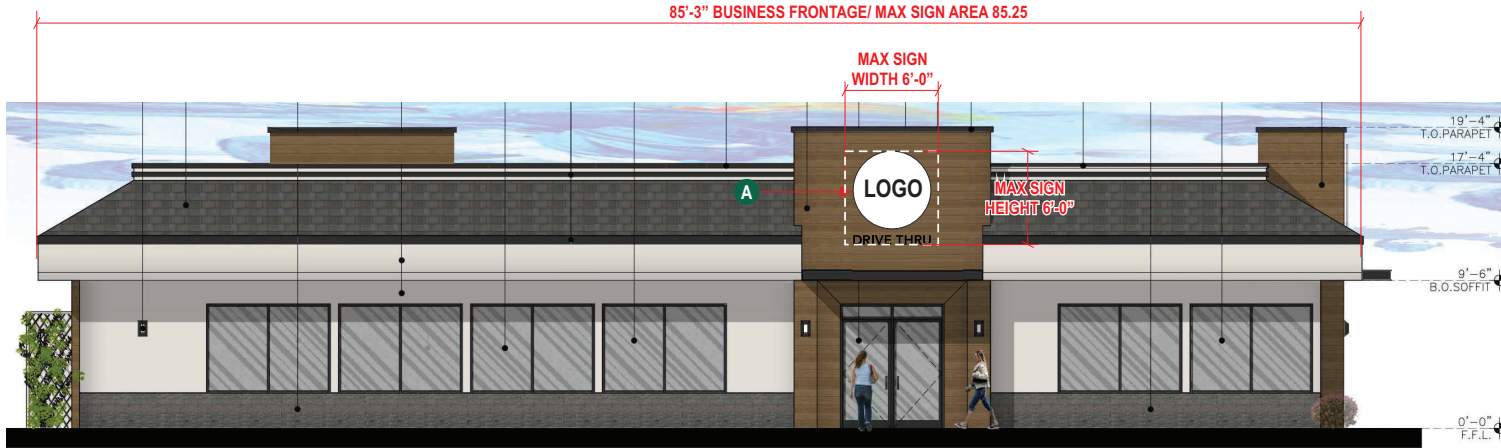
Sales Rep:

Paul L.

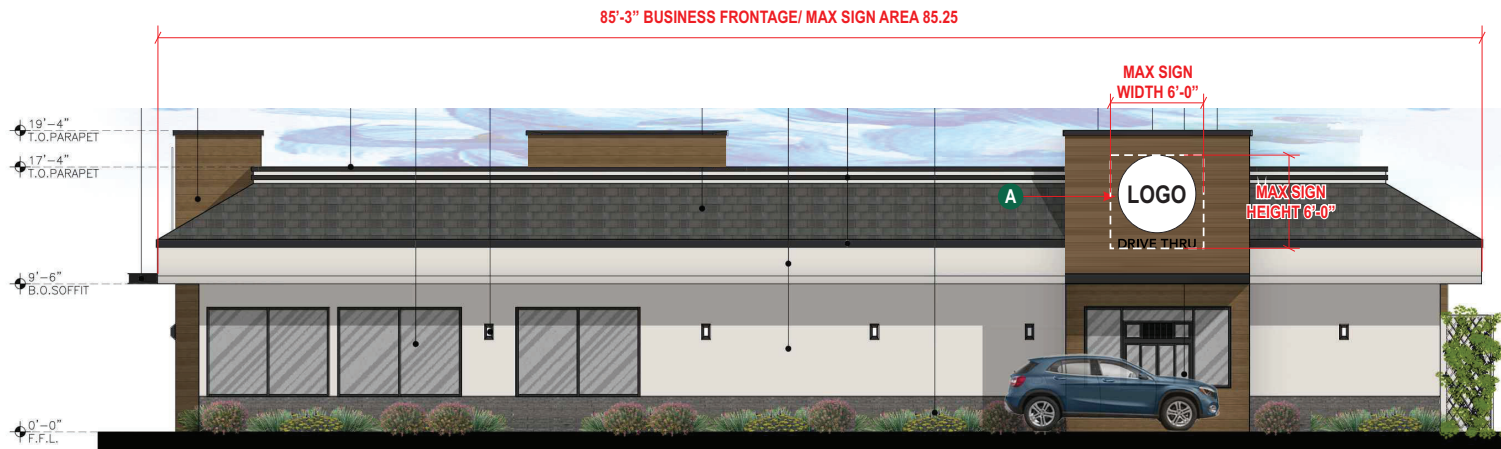
Date:  
12-23-22

Drawn by:  
L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		



1 EAST ELEVATION  
SCALE: 1/8" = 1'



2 WEST ELEVATION  
SCALE: 1/8" = 1'

## TENANT WALL SIGNS



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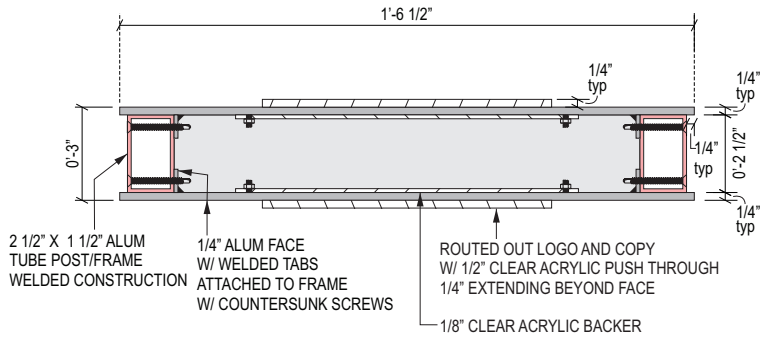
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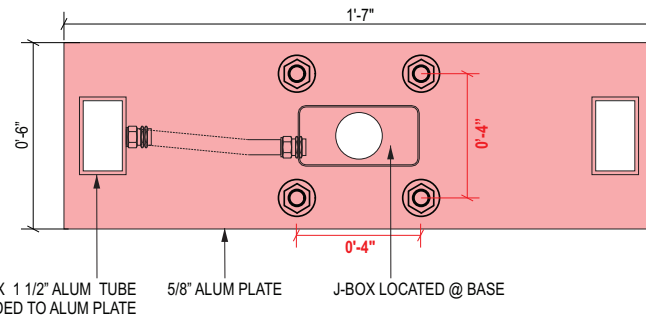
Page: 1.01

# ITEM 7.2 - Exhibit B to Attachment A



**1 CABINET SECTION DRAWING**

Scale: 3" = 1'



**2 PLATE DETAIL**

Scale: 3" = 1'



**BACK VIEW**

Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

12-23-22

Drawn by:

L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

## DRIVE THRU SIGNAGE

**B**



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E-mail: design@signindustries.tv  
Web: www.signindustries.tv

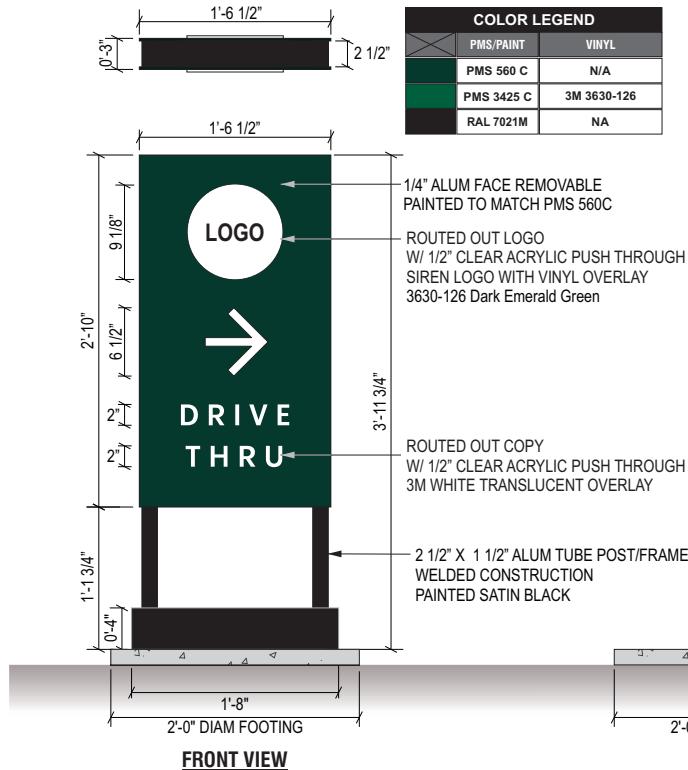
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Drawing No

**22-544**



Page: **2.00**



**FRONT VIEW**

**SIDE VIEW**

**B D/F DRIVE THRU ILLUMINATED DIRECTIONAL SIGNS~ Qty (2)**

Scale: 1" = 1'

SIGN CABINET TO BE INTERNALLY ILLUMINATED AROUND PERIMETER W/ SLOAN POSTERBOX MINI 6500K

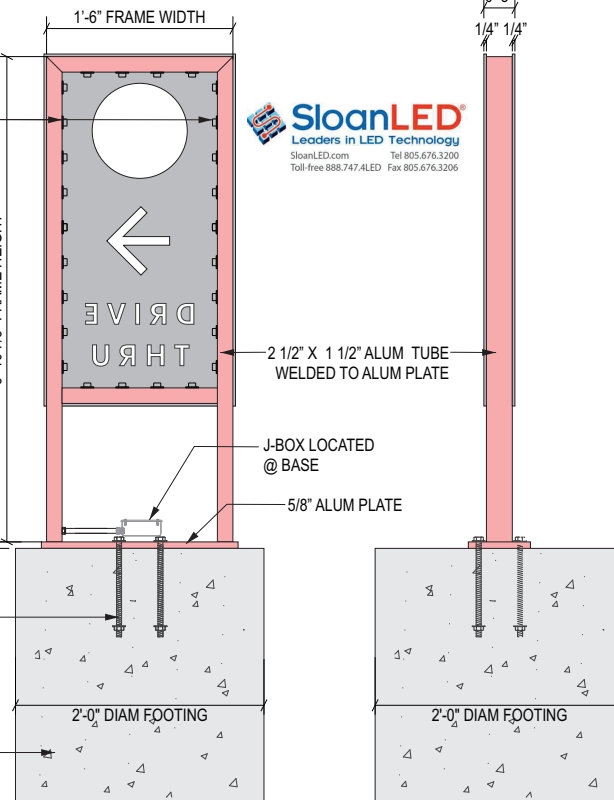


ALUM BASE PLATE COVER PAINTED SATIN BLACK

5/8\"/>

1/2\"/>

CONCRETE FOOTING 2500 PSI  
DETAILS TBD BY ENGINEER



3'-10 7/8\"/>

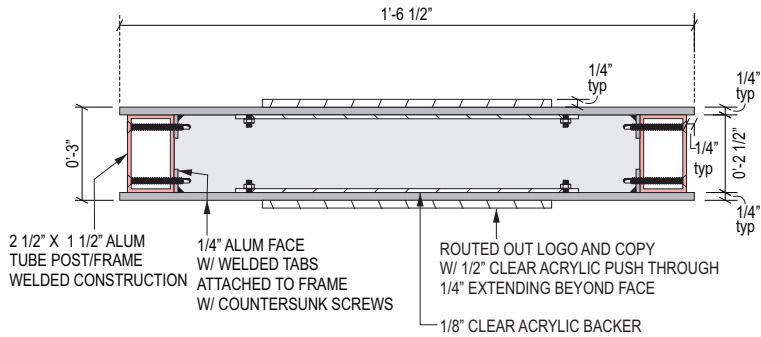
5/8\"/>

1/2\"/>

2'-0\"/>

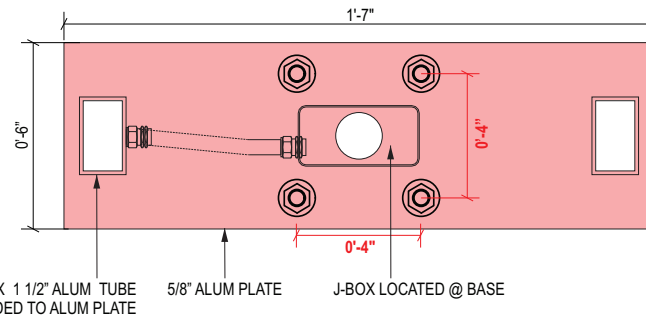
2'-0\"/>

# ITEM 7.2 - Exhibit B to Attachment A



**1 CABINET SECTION DRAWING**

Scale: 3" = 1'



**2 PLATE DETAIL**

Scale: 3" = 1'



**BACK VIEW**

Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 12-23-22  
Drawn by: L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

## DRIVE THRU SIGNAGE

**C.1**



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(909) 930-0303 Fax: (909) 930-0308  
E-mail: design@signindustries.tv  
Web: www.signindustries.tv

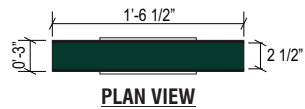
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Drawing No

**22-544**

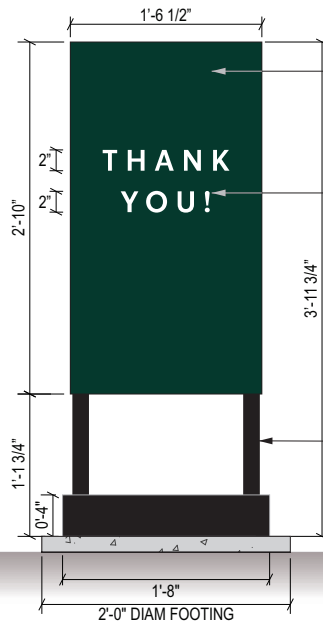


Page: **3.00**



**PLAN VIEW**

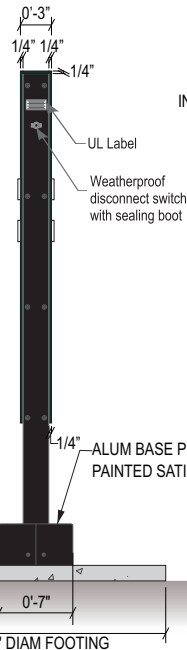
COLOR LEGEND	
PMS/PAIN	VINYL
PMS 560 C	N/A
PMS 3425 C	3M 3630-126
RAL 7021M	NA
TBV	TBV



**FRONT VIEW**

1/4" ALUM FACE REMOVABLE PAINTED TO MATCH PMS 560C  
ROUTED OUT COPY W/ 1/2" CLEAR ACRYLIC PUSH THROUGH 3M WHITE TRANSLUCENT OVERLAY

2 1/2" X 1 1/2" ALUM TUBE POST/FRAME WELDED CONSTRUCTION PAINTED SATIN BLACK



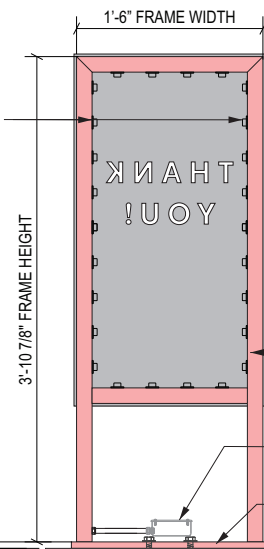
**SIDE VIEW**

SIGN CABINET TO BE INTERNALLY ILLUMINATED AROUND PERIMETER W/ SLOAN LED POSTERBOX MINI 6500K

ALUM BASE PLATE COVER PAINTED SATIN BLACK

1/2" DIAM ANCHOR RODS  
DETAILS TBD BY ENGINEER

CONCRETE FOOTING 2500 PSI  
DETAILS TBD BY ENGINEER



3'-10 7/8" FRAME HEIGHT

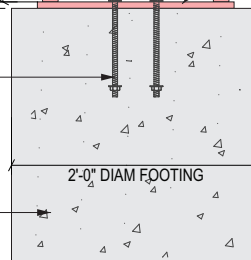


2 1/2" X 1 1/2" ALUM TUBE WELDED TO ALUM PLATE

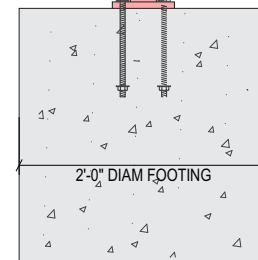
J-BOX LOCATED @ BASE

5/8" ALUM PLATE

5/8" ALUM PLATE  
1 1/2"



2'-0" DIAM FOOTING

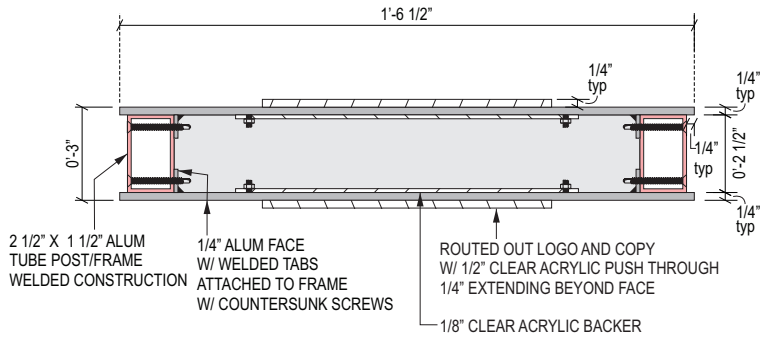


2'-0" DIAM FOOTING

**C.1 D/F DRIVE THRU ILLUMINATED DIRECTIONAL SIGNS~ Qty (1)**

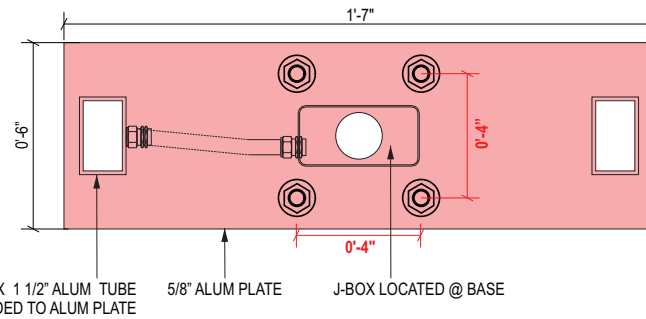
Scale: 1" = 1'

# ITEM 7.2 - Exhibit B to Attachment A



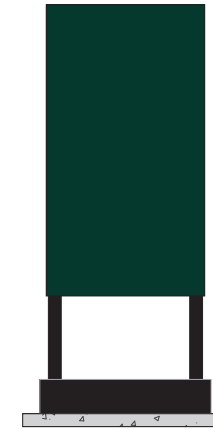
**1 CABINET SECTION DRAWING**

Scale: 3" = 1'

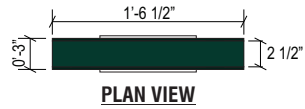


**2 PLATE DETAIL**

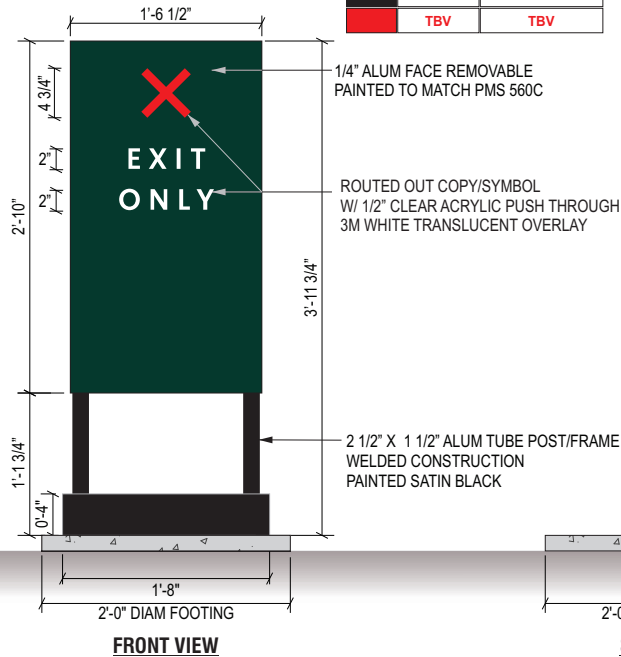
Scale: 3" = 1'



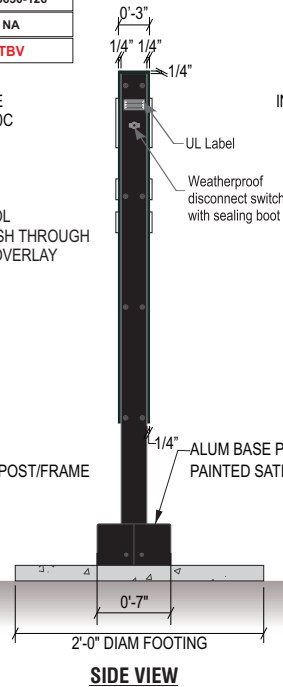
**BACK VIEW**



COLOR LEGEND	
PMS/PAIN	VINYL
PMS 560 C	N/A
PMS 3425 C	3M 3630-126
RAL 7021M	NA
TBV	TBV



**FRONT VIEW**



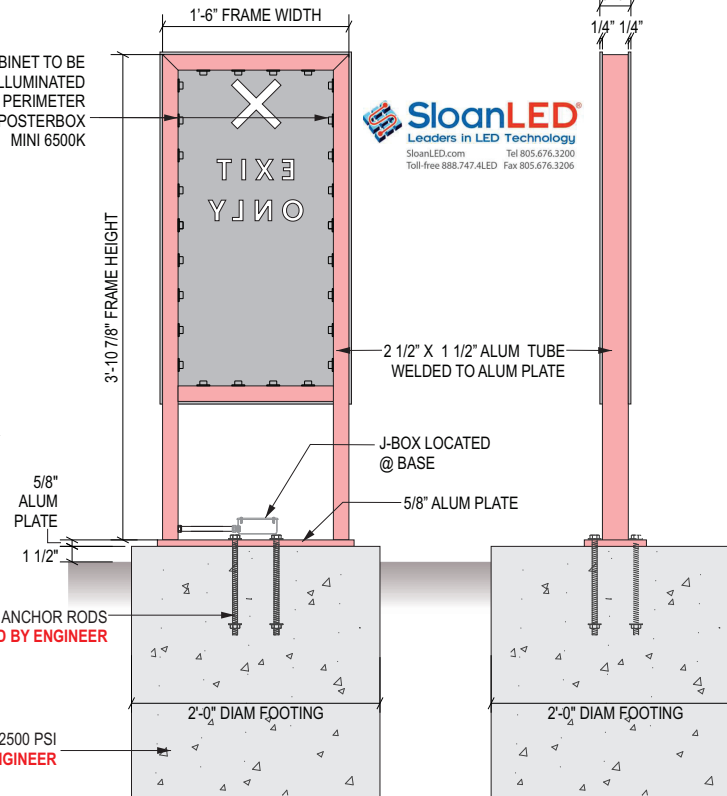
**SIDE VIEW**

SIGN CABINET TO BE INTERNALLY ILLUMINATED AROUND PERIMETER W/ SLOAN LED POSTERBOX MINI 6500K



1/2" DIAM ANCHOR RODS  
DETAILS TBD BY ENGINEER

CONCRETE FOOTING 2500 PSI  
DETAILS TBD BY ENGINEER



**C.2 D/F DRIVE THRU ILLUMINATED DIRECTIONAL SIGNS~ Qty (1)**

Scale: 1" = 1'

Project:



Location:  
2356Z MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

12-23-22

Drawn by:

L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

**DRIVE THRU SIGNAGE**

**C.2**



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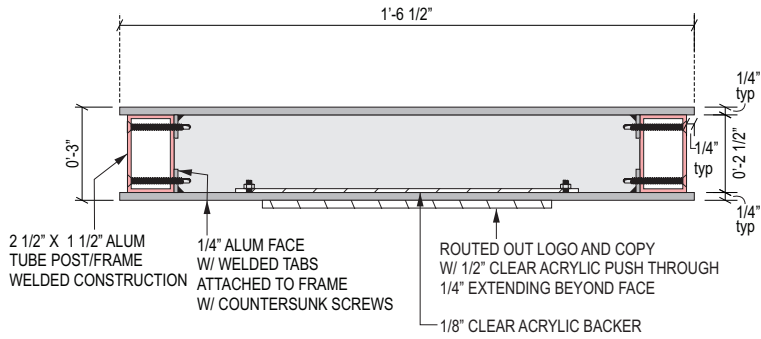
**22-544**



Page: **3.01**

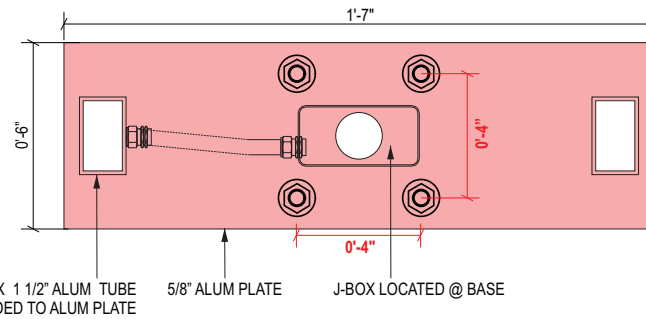


# ITEM 7.2 - Exhibit B to Attachment A



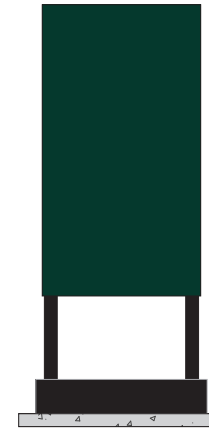
**1 CABINET SECTION DRAWING**

Scale: 3"= 1'



**2 PLATE DETAIL**

Scale: 3"= 1'



**BACK VIEW**

Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

12-23-22

Drawn by:

L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

## DRIVE THRU SIGNAGE



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Web: www.signindustries.tv

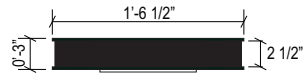
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Drawing No

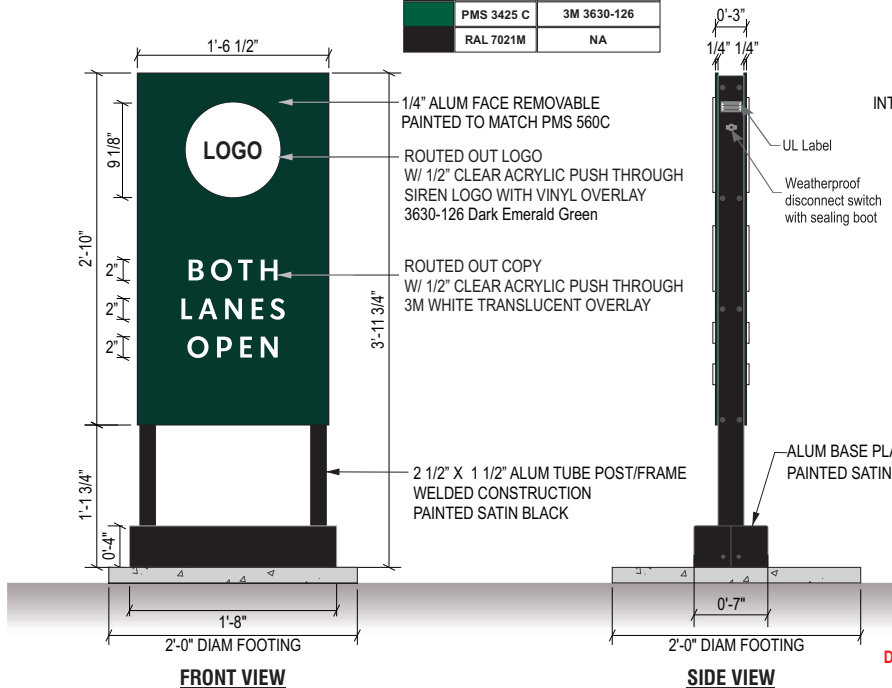
**22-544**



Page: **4.00**



COLOR LEGEND		
	PMS/PAINT	VINYL
	PMS 560 C	N/A
	PMS 3425 C	3M 3630-126
	RAL 7021M	NA



**D/F DRIVE THRU ILLUMINATED DIRECTIONAL SIGNS~ Qty (1)**

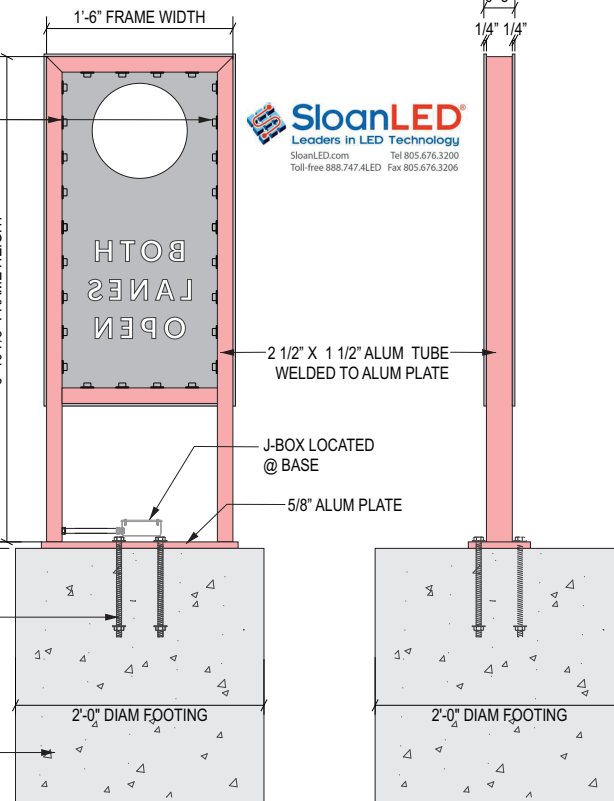
Scale: 1"= 1'

SIGN CABINET TO BE INTERNALLY ILLUMINATED AROUND PERIMETER W/ SLOAN POSTERBOX MINI 6500K

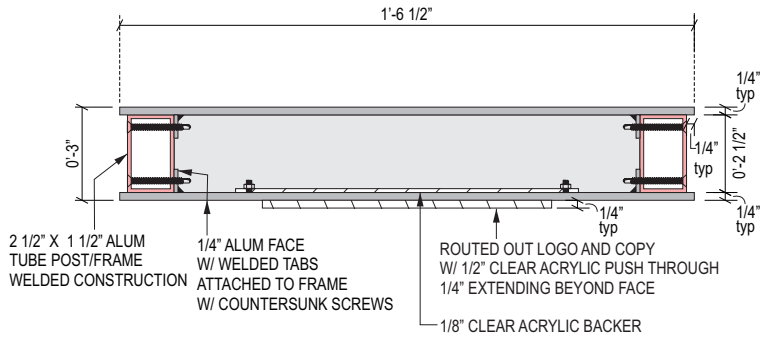


ALUM BASE PLATE COVER PAINTED SATIN BLACK  
2 1/2" X 1 1/2" ALUM TUBE WELDED TO ALUM PLATE  
J-BOX LOCATED @ BASE  
5/8" ALUM PLATE

1/2" DIAM ANCHOR RODS  
DETAILS TBD BY ENGINEER  
CONCRETE FOOTING 2500 PSI  
DETAILS TBD BY ENGINEER

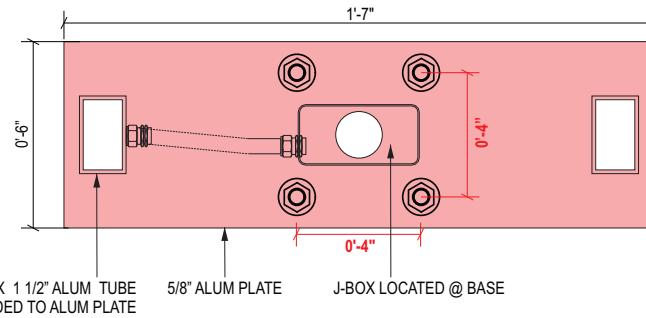


# ITEM 7.2 - Exhibit B to Attachment A



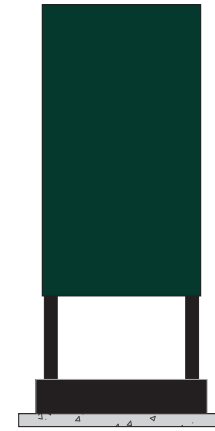
**1 CABINET SECTION DRAWING**

Scale: 3" = 1'



**2 PLATE DETAIL**

Scale: 3" = 1'



**BACK VIEW**

Project:



Location:  
 23562 MOULTON PKWY  
 Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

12-23-22

Drawn by:

L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

## DRIVE THRU SIGNAGE



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 Web: www.signindustries.tv

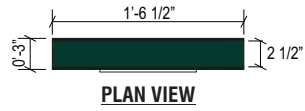
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Drawing No

**22-544**

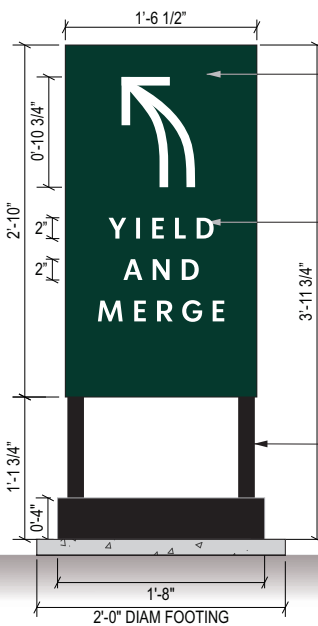


Page: **5.00**

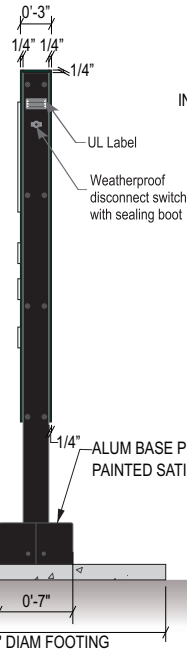


**PLAN VIEW**

COLOR LEGEND	
	PMS 560 C
	VINYL
	PMS 3425 C
	RAL 7021M
	3M 3630-126
	NA

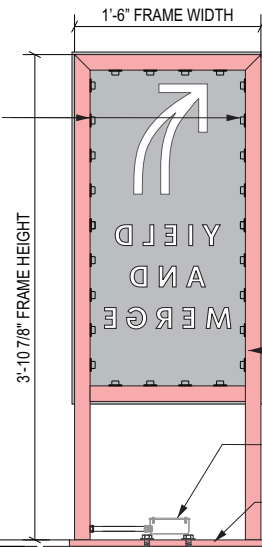


**FRONT VIEW**



**SIDE VIEW**

SIGN CABINET TO BE INTERNALLY ILLUMINATED AROUND PERIMETER W/ SLOAN LED POSTERBOX MINI 6500K



1/2" DIAM ANCHOR RODS  
 DETAILS TBD BY ENGINEER

CONCRETE FOOTING 2500 PSI  
 DETAILS TBD BY ENGINEER

**E D/F DRIVE THRU ILLUMINATED DIRECTIONAL SIGNS~ Qty (2)**

Scale: 1" = 3'

**F CLEARANCE BAR - ILLUMINATED**

SBC-#

Qty. 1

Note: GC responsible for placing qty. two (2) 3 position switches inside of the building adjacent to the pick up window and responsible for running the 4 switch controlled circuits to the clearance bar footer when footer is poured.

To be controlled from within building.

Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 12-23-22  
Drawn by: L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

**DRIVE THRU SIGNAGE**



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(909) 930-0303 Fax: (909) 930-0308  
E-mail: design@signindustries.tv  
Web: www.signindustries.tv

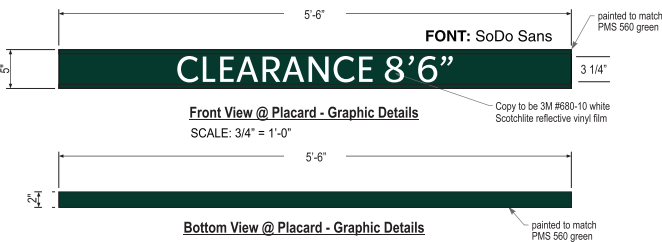
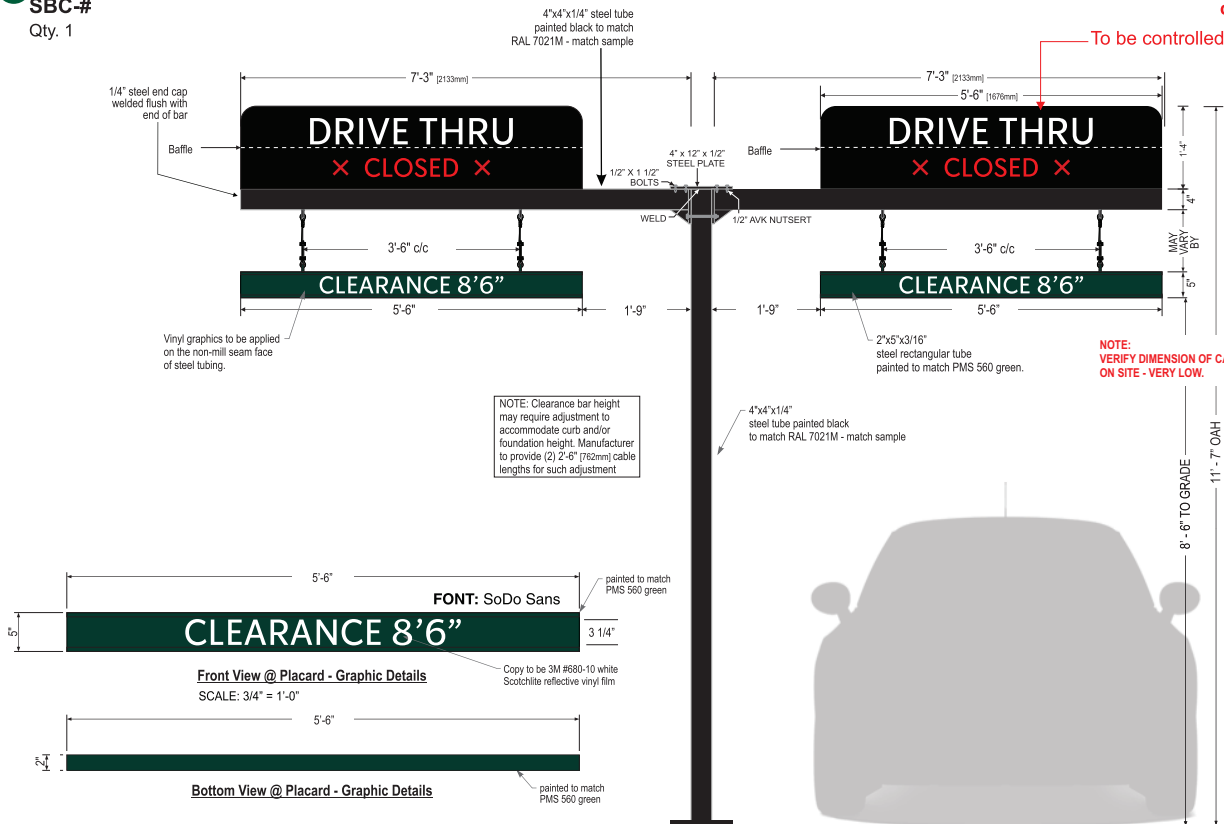
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Drawing No

22-544



Page: 6.00



Front Elevation View  
SCALE: 1/2" = 1'-0"

**SIGN SPECIFICATIONS:**

**Scraper Bar:**

- 2" x 5'-6" x 5" steel tube painted to match PMS 560 green.
- Flush steel end caps painted to match PMS 560 green.
- Copy and chevrons to be 1st surface computer cut 3M #680-10 white Scotchlite reflective vinyl film.
- Bottom striping to be 1st surface computer cut 3M #680-10 white Scotchlite reflective vinyl film. Striping extends 3/8" [10mm] onto front face.
- Suspend from support with SS cable & hardware. Cable provided requires field adjustment for proper clearance height.

COLOR LEGEND		
	PMS/PAIN	VINYL
	PMS 560 C	NA
	RAL 7021M	3M 3630-22
	REFL. WHITE	3M 680-10

**DT Cabinet(s):**

- 16" x 66" x 4" w/ 3" Radius Top Corners Fabricated .090" [2mm] aluminum housing painted black to match RAL 7021M
- Drive Thru copy backed up with .125" white polycarb. All polycarb face elements to be attached to aluminum face panel with weld studs. The red "X Closed X" copy is routed and backed with 2423 Red acrylic with light diffuser on 2nd surface. A baffle will be located between "Drive Thru" and "X CLOSED X". "Drive Thru" copy will be illuminated when the lane is open. "Drive Thru" copy will turn off and "X CLOSED X" copy will be illuminated when the lane is closed.
- Welded aluminum construction with no visible fasteners.
- All fasteners used in the assembly of internal components shall be coated to prevent corrosion.
- Internal structure of cabinet shall be per approved shop drawings.
- Graphic elements are internally illuminated using Sloan Prism Enlighten LEDs. LED's to be mounted on back of cabinet with self-contained power supply. All electrical components are removable for service.

**Support:**

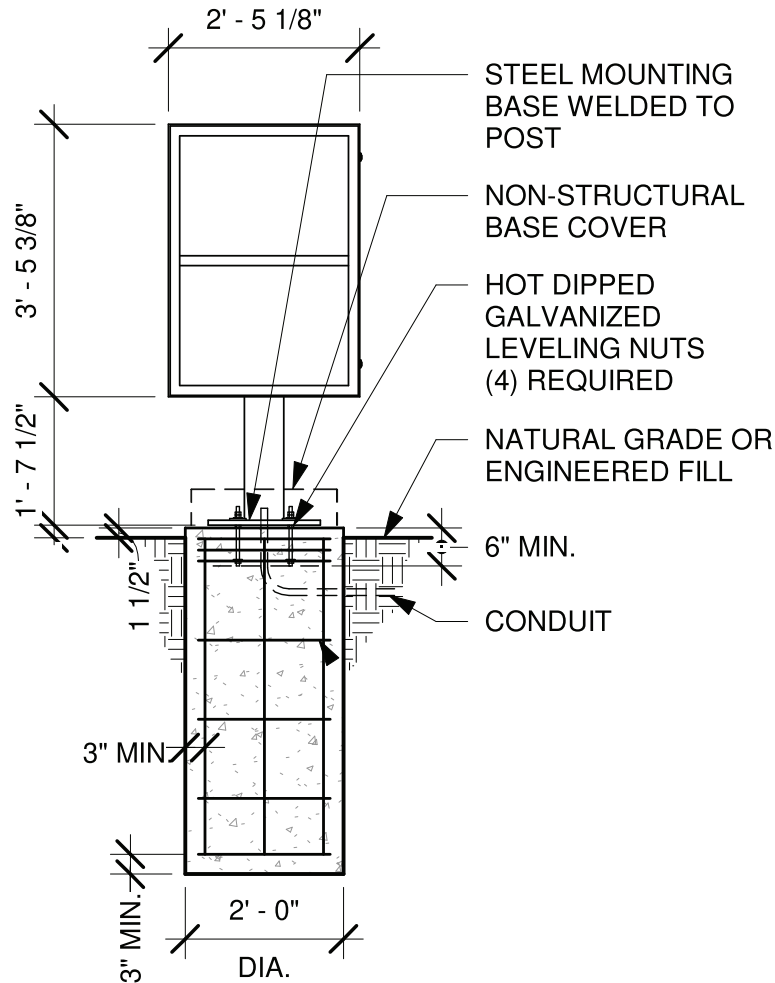
- Supporting structure will be all welded steel tube construction painted black to match RAL 7021M as per approved shop drawings.
- New foundation may be required.
- Clearance bar will be mounted on a concrete pedestal. Will be attached with anchor bolts and base plate (engineering to be confirmed)

Design ID#22542

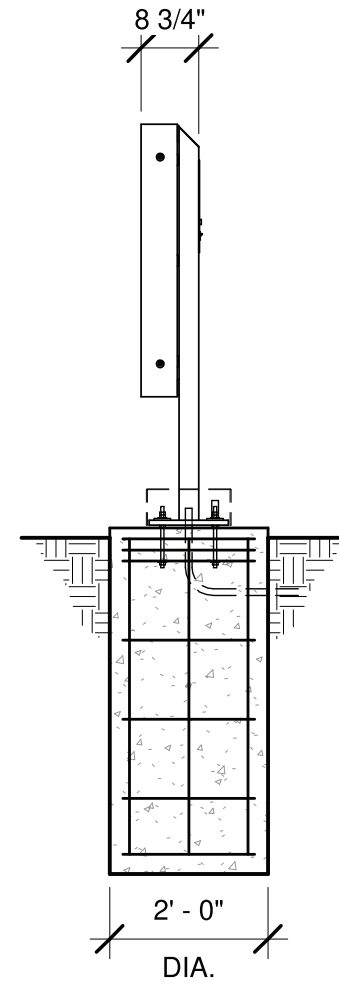


PRE-MENU SIGN

**FRONT ELEVATION**



**SIDE ELEVATION**



Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

12-23-22

Drawn by:

L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

**DRIVE THRU SIGNAGE**



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Drawing No

**22-544**



Page: **7.00**

**G** DRIVE THRU PRE-MENU SIGN~ Qty (2)  
INSTALLATION ONLY

Design ID#22543



Design ID#22546



Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:  
12-23-22

Drawn by:  
L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

**DRIVE THRU SIGNAGE**



2101 Camillo Privado, Ontario, CA 91751  
(909) 930-0303 Fax: (909) 930-0308  
E-mail: design@signindustries.tv  
Web: www.signindustries.tv

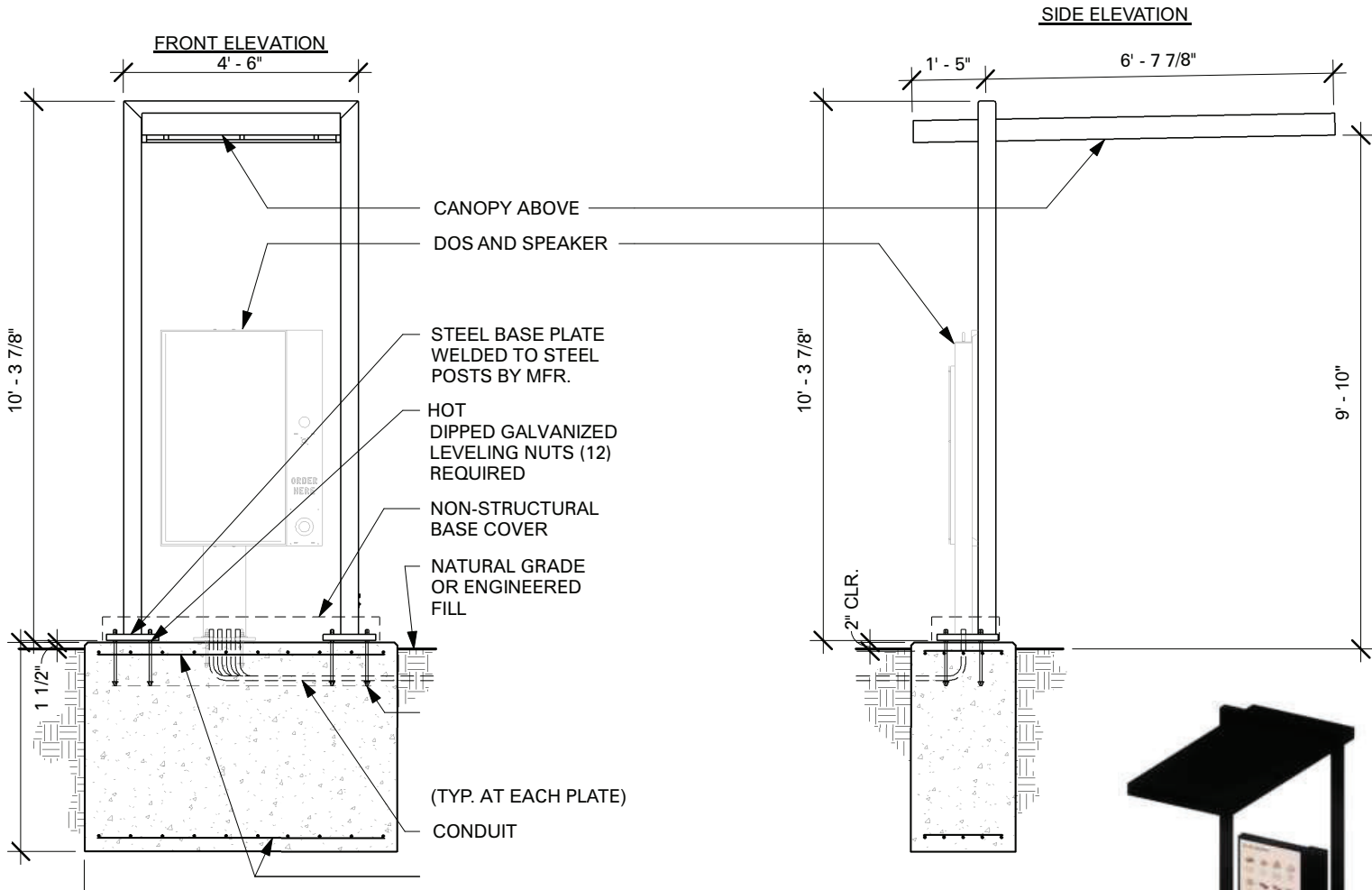
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Drawing No

**22-544**



Page: **8.00**



CANOPY WITH DOS

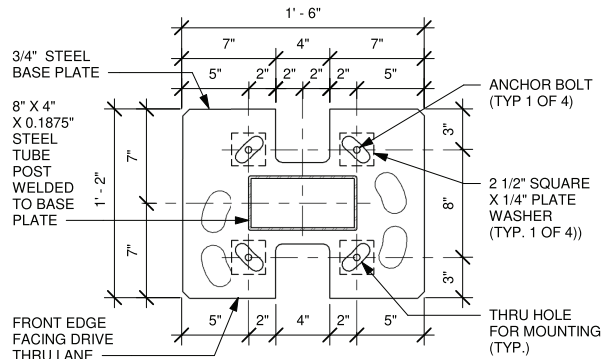
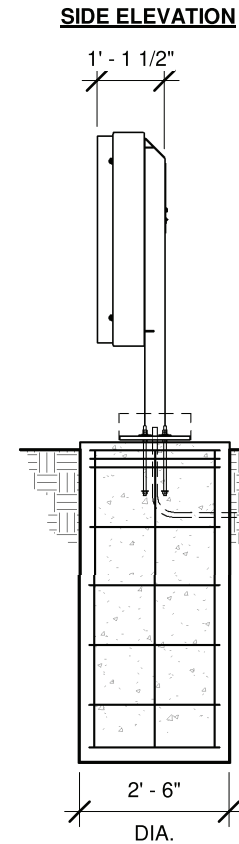
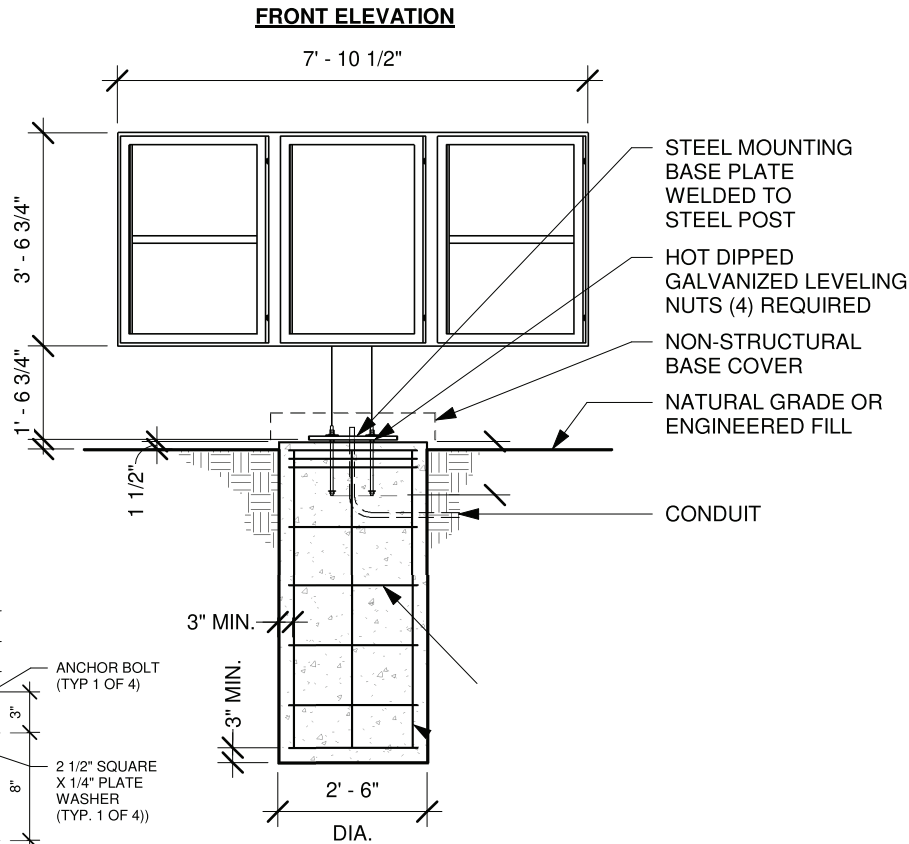
**H** DRIVE THRU CANOPY WITH DIGITAL ORDER SCREEN~ Qty (2)  
INSTALLATION ONLY

NTS

Design ID#22540



5-PANEL MENU SIGN



2 BASE PLATE  
Scale: 1 1/2" = 1'-0"

Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

12-23-22

Drawn by:

L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

**DRIVE THRU SIGNAGE**



2101 Camillo Privado, Ontario, CA 91751  
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Drawing No

22-544



Page: 9.00

Scale: 1" = 3/4"

Sq. Ft.  
**36**

**1 DRIVE THRU 5-PANEL MENU SIGN ~ Qty (2) INSTALLATION ONLY**

Design ID#21297



Design ID # PED 2



Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:  
12-23-22

Drawn by:  
L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

DRIVE THRU SIGNAGE



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Page: 10.00



J MOP ~ (2)

Scale: 3" = 1'

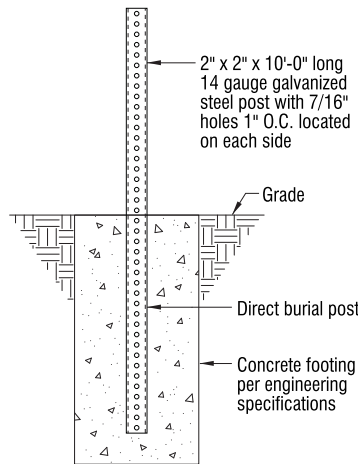
SPECIFICATIONS:

PANELS: TO BE .080 ALUMINUM PANELS WITH 1" RADIUS CORNERS AND PAINTED WHITE SEMI-GLOSS FINISH

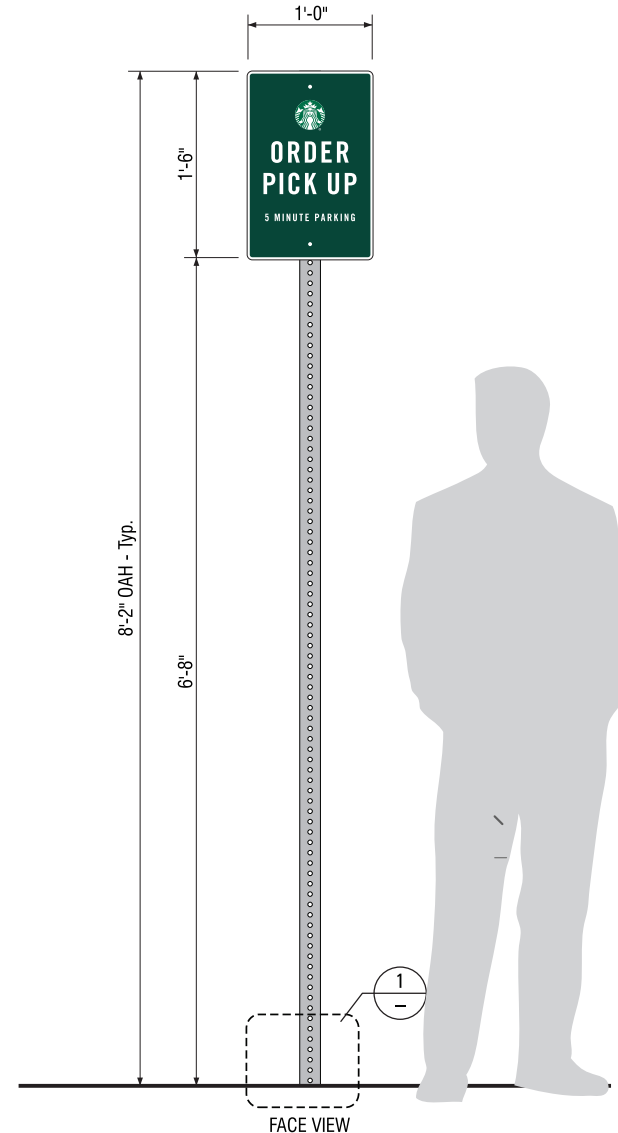
COPY: ORDER PICK UP & 5 MINUTE PARKING COPY TO BE APPLIED WHITE OPAQUE VINYL

GRAPHIC: STARBUCKS LOGO/ BORDER TO BE APPLIED 3M # 3630-76 HOLLY GREEN VINYL

NOTES: STARBUCKS GENERAL CONTRACTOR (GC) WILL PROVIDE AND INSTALL PARKING POLE PER NOTED SITE PLAN



1 DIRECT BURIAL DETAIL  
Scale: 1" = 1'-0"



FACE VIEW

Project:



Location:  
23562 MOULTON PKWY  
Laguna Woods, CA 92637

Client Approval:

Date of Approval:

Sales Rep:  
Paul L.

Date: 12-23-22 Drawn by:  
L.S.

1	01-25-23	L.S.
2	04-07-23	L.S.
3	05-16-23	L.S.
4	05-19-23	L.S.
5		
6		

**MONUMENT SIGN**



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EXISTING VIEW



PROPOSED VIEW

**NOTE: MONUMENT SIGN IS IDENTICAL ON BOTH SIDES**



**K** NEW MONUMENT SIGN  
QTY (1)

Scale: NTS

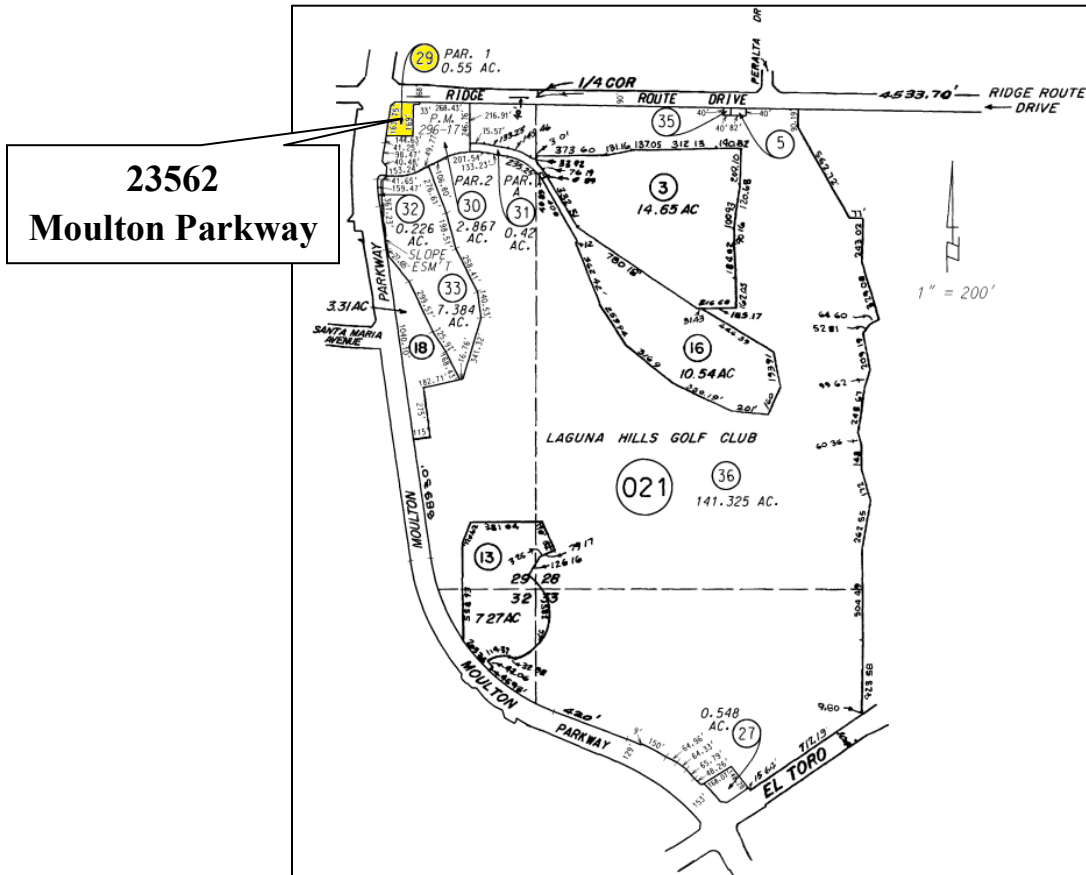
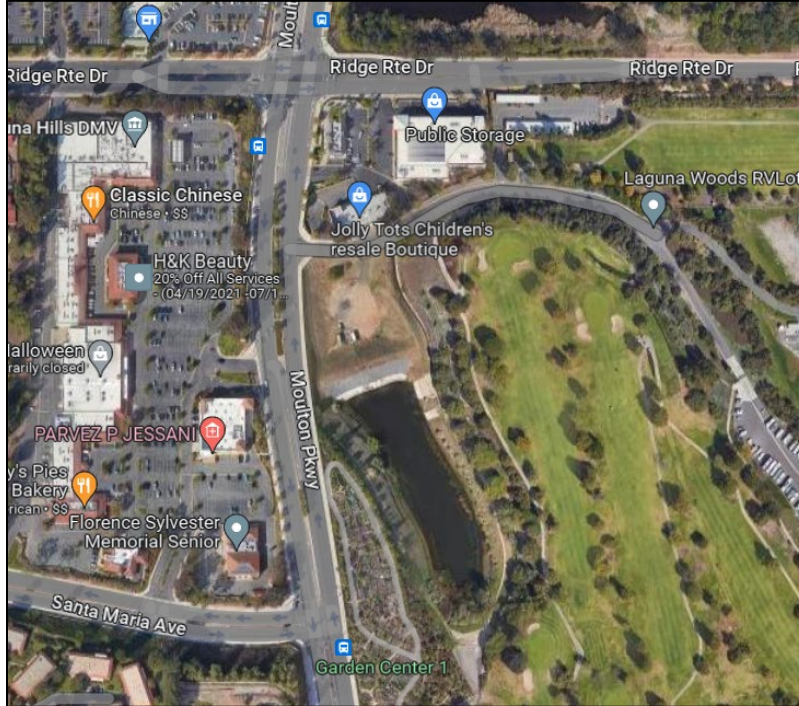


# Vicinity Map

## 23562 Moulton Parkway, Laguna Woods, CA 92637

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### Project Area



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**7.3**  
**BUILDING, PLANNING, ENCROACHMENT,  
AND GRADING PERMIT FEES**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 21, 2023 Regular Meeting

**SUBJECT:** Building, Planning, Encroachment, and Grading Permit Fees

---

### **Recommendation**

1. Receive staff report.  

AND
2. Open public hearing.  

AND
3. Receive public testimony.  

AND
4. Close public hearing.  

AND
5. Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED BUILDING AND PLANNING SERVICES FEES, AND ENCROACHMENT AND GRADING PERMIT FEES; AND DETERMINING AND CERTIFYING THAT THIS ACTION IS NOT

SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
PURSUANT TO TITLE 14 OF THE CALIFORNIA CODE OF  
REGULATIONS

**Background**

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

The Building, Planning, Encroachment, and Grading Permit Fee Study includes calculations of how fees would need to be established in order to recover the City’s reasonable costs of providing services. State law prohibits the City from charging more than its reasonable costs. While the City may charge less than its reasonable costs, the practical implication of doing so is that subsidies would then be borne by taxpayers as the City covers its costs with property tax, sales tax, or other revenues that could otherwise be used to fund and maintain other programs, projects, and services.

To assist with the preparation of the Building, Planning, Encroachment, and Grading Permit Fee Study and proposed fee schedule, a Central Service Cost Allocation Plan and Indirect Cost Rate Calculation-Full Cost Plan was prepared with estimates of the citywide overhead costs eligible for recovery from fees. The outcomes of the Central Service Cost Allocation Plan and Indirect Cost Rate Calculation-Full Cost Plan have been incorporated into the Building, Planning, Encroachment, and Grading Permit Fee Study, including an indirect cost rate of 24%. The following table shows how the City has been able to significantly reduce and manage its overhead costs in the upcoming and preceding fiscal years.

*Table 1: Indirect Cost Rates, Fiscal Years 2015-16 to 2023-24*

Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24
41%	33%	32%	28%	26%	27%	25%	24%	26%

## **Discussion**

At today's meeting, the City Council will conduct a public hearing regarding the proposed Building, Planning, Encroachment, and Grading Permit Fee Schedule (Attachment B), after which adoption will be considered. In accordance with state law, any new and increased or modified fees could take effect no less than 60 days from the date of adoption. Staff recommends an effective date of August 21, 2023.

Fees are proposed to be set at the City's reasonable cost of providing services, except in instances where state law limits the City's ability to charge more than a specified amount (e.g., certain types of solar energy systems) and for certain special purpose fees (e.g., appeals of planning decisions). Each proposed fee adjustment is identified in the Building, Planning, Encroachment, and Grading Permit Fee Study.

**No new permit requirements would be created by adoption of the proposed Building, Planning, Encroachment, and Grading Permit Fee Schedule.**

## **Environmental Review**

This action is not subject to the California Environmental Quality Act (Pub. Resources Code, Sec. 21000 et seq.) ("CEQA") pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guideline section 15378(b)(4) excludes "government funding mechanisms or other government fiscal activities" from its definition of "project" when they "do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment," as is the case here. Even if this action were subject to CEQA, it would be categorically exempt under CEQA Guideline section 15273, which applies to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by the City, when such charges are for the purpose of (1) meeting operating expenses, including employee wage rates and fringe benefits, and (2) purchasing or leasing supplies, equipment, or materials – as is the case with the building, planning, encroachment, and grading permit fees. Finally, this action is exempt from CEQA based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**Fiscal Impact**

The proposed Building, Planning, Encroachment, and Grading Permit Fee Schedule would modify cost recovery for most fees to 100%. In accordance with state law, revenue from fees would offset only reasonable costs of providing services.

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

- Attachments: A – Building, Planning, Encroachment, and Grading Permit Fee Study  
B – Proposed Resolution  
Exhibit A – Proposed Building, Planning, Encroachment, and Grading Permit Fee Schedule





City of Laguna Woods  
Building, Planning, Encroachment and Grading Permit Fee Study

- May 2023 -



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## Executive Summary

### Background

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

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

The primary goals of this study were to:

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

### Key Findings

- **Building**
  - 101 individual building fee categories were examined as part of this study.
  - The current cost recovery level for most fees is 98%. The proposed cost recovery level is 100% for the majority of services examined.
  - Recalibrating fees to recover 100% of the cost of service will result in a 2% increase for most of the City's construction permit fees. The primary driver of this adjustment is in increase in the costs of contract building permitting services.

- **Planning**
  - 31 individual planning fee categories were examined as part of this study.
  - The current cost recovery level for most fees is 99%. The proposed cost recovery level is 100% for the majority of services examined.
  - Recalibrating fees to recover 100% of the cost of service will result in a 1% increase for most of the City's planning fees. The primary driver of this adjustment is an increase in the costs of personnel services that provide primary review services for planning applications.
  
- **Encroachment Permit Fees**
  - The City's proposed fees are intended to recover 100% of the cost of service.
  - The cost of service study calculated a \$188 fully-burdened hourly rate for fee-related engineering services. The prior study calculated a \$185 fully-burdened hourly rate.
  - Recalibrating fees to recover 100% of the cost of service will result in a 2% increase for most of the City's encroachment permit fees.
  
- **Grading Permit Fees**
  - The initial deposit amount for grading plan check and inspection is proposed to remain unchanged. Any unused deposit will be returned to the applicant. If additional resources are needed, the City will notify the applicant to request deposit replenishment.

## Recommendations

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

If the City decides to adopt modified fees it should:

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

Additionally, the City may consider the following:

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

## Legislative Guidance

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

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

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

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

## Study Methodology

This study calculated the estimated reasonable cost of providing various building, planning, encroachment, and grading permit fee-related services. Generally, the estimated reasonable cost of providing the fee-related services and activities examined in this study can be calculated as the product of the composite fully-burdened hourly labor rate of the in-house staff or contract service personnel responsible for providing services and the estimated labor time required to process a typical request for service (see illustration below).

$$\text{Hourly rate} * \text{Labor hours} = \text{Cost of service}$$

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

- Estimated annual hours spent providing fee related services were developed based on responses received from multiple interviews and targeted questionnaires.
- Labor expenditures for in-house personnel were based on forecasts of Fiscal Year 2022/23 salary and benefits expenditures.
- Contract service personnel related costs were based on the rates outlined in the consultant agreements established, and forecasted contract service expenditures, for various building, planning, and engineering services
- All other services and supplies expenditures were based on Fiscal Year 2022/23 budgeted expenditures.

Estimated labor times were primarily sourced from prior year fee studies, in which labor times were developed based on responses received from multiple interviews and targeted questionnaires of the staff primarily responsible for the provision of services examined in the study, along with an extensive review of actual permits issued during previous years. The changes incorporate departmental feedback regarding typical plan review and inspection service times.

Once cost of service levels are identified, the City may use this information to inform targeted cost recovery from fees. Fees set at the cost of service target full cost recovery. Fees set at any amount less than the cost of service target less than full cost recovery.

$$\text{Proposed fee} \div \text{Cost of service} = \text{Targeted Cost Recovery}$$

## General Findings

### Building Fees

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

- 101 individual building fee categories were examined as part of this study.
- The current cost recovery level for most fees is 98%. The proposed cost recovery level is 100% for the majority of services examined.
- Recalibrating fees to recover 100% of the cost of service will result in a 2% increase for most of the City's construction permit fees. The primary driver of this adjustment is an increase in the costs of contract building permitting services.

### Planning Fees

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

- 31 individual planning fee categories were examined as part of this study.
- The current cost recovery level for most fees is 99%. The proposed cost recovery level is 100% for the majority of services examined.
- Recalibrating fees to recover 100% of the cost of service will result in a 1% increase for most of the City's planning fees. The primary driver of this adjustment is an increase in the costs of personnel services that provide primary review services for planning applications.

### Encroachment Permit Fees

The primary applicants for encroachment permits in the City of Laguna Woods include utility and telecommunications companies such as Southern California Edison, AT&T, and regional water districts. Additionally, requests for encroachments may be received from landscaping companies, environmental engineering companies, and other businesses and contractors.

- The City's proposed fees are intended to recover 100% of the cost of service.
- The cost of service study calculated a \$188 fully-burdened hourly rate for fee-related engineering services. The prior study calculated a \$185 fully-burdened hourly rate.



- Recalibrating fees to recover 100% of the cost of service will result in a 2% increase for most of the City's encroachment permit fees.

### **Grading Permit Fees**

The initial deposit amount for grading plan check and inspection is proposed to remain unchanged. Any unused deposit will be returned to the applicant. If additional resources are needed, the City will notify the applicant to request deposit replenishment.

## Appendix

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

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## Calculation of Fully-Burdened Hourly Rates

## Calculation of Fully-Burdened Hourly Rate

### Building

City of Laguna Woods

Study of Building, Planning, Encroachment, and Grading Permit Fees

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

Position	Bldg Official	Bldg Insp'ctr Shift I-1	Bldg Insp'ctr Shift I-2	Permit Technician	Permit Technician	Add'l Contract PC	Total
Allocation to Building	100%	100%	100%	100%	100%	100%	
Calculation of Productive Hours							
Annual Hours - Standard	2,080	2,080	2,080	2,080	2,080	480	10,880
Less: Annual Leave	-	-	-	-	-	-	-
Productive Hours	2,080	2,080	2,080	2,080	2,080	480	10,880
Indirect Activities and Services							
General Administration and Mgmt	416	390	195	520	520	-	2,041
Certification and Training	-	-	-	-	-	-	-
Code, Policies, and Procedures Update	104	-	-	-	-	-	104
Code Enforcement and Compliance	104	-	-	-	-	-	104
Permit Processing and Support	-	-	-	-	-	-	-
Public Information and Assistance	208	-	-	260	260	-	728
Total Indirect Activities and Services Work Hours	832	390	195	780	780	-	2,977
Direct Hours	1,248	1,690	1,885	1,300	1,300	480	7,903
Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services	\$ 281,216	\$ 183,872	\$ 183,872	\$ 140,608	\$ 140,608	\$ 52,800	\$ 982,976
Total	\$ 281,216	\$ 183,872	\$ 183,872	\$ 140,608	\$ 140,608	\$ 52,800	\$ 982,976
Indirect Activities and Services							
General Administration and Mgmt	20%	19%	9%	25%	25%	0%	18%
Certification and Training	0%	0%	0%	0%	0%	0%	0%
Code, Policies, and Procedures Update	5%	0%	0%	0%	0%	0%	1%
Code Enforcement and Compliance	5%	0%	0%	0%	0%	0%	1%
Permit Processing and Support	0%	0%	0%	0%	0%	0%	0%
Public Information and Assistance	10%	0%	0%	13%	13%	0%	6%
Total Indirect Activities and Services Work Hours	40%	19%	9%	38%	38%	0%	27%
Direct Hours	60%	81%	91%	63%	63%	100%	73%

**Notes**

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

City of Laguna Woods

Study of Building, Planning, Encroachment, and Grading Permit Fees

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

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

Description	Total	Notes
Salaries	\$ -	
Benefits	\$ -	
Contract Services	\$ 982,976	
<b>Total - Labor Expenditures</b>	<b>\$ 982,976</b>	

**Recurring Non-Labor Expenditures**

Description	FY 2022/23 Budget	Adjustment	Subtotal	Notes
<u>General Expenses</u>				
Building Services	\$ 779,680	\$ (779,680)	\$ -	[d]
Building Services, Printing	\$ 2,000	\$ -	\$ 2,000	[e]
Building Services, Publications	\$ 2,000	\$ -	\$ 2,000	[f]
Building Services, Software	\$ 42,149	\$ -	\$ 42,149	
Building Services, State Fees	\$ 5,200	\$ -	\$ 5,200	
Code Enforcement Services	\$ 35,251	\$ (35,251)	\$ -	[g]
Community Waste Events and Collections	\$ 42,570	\$ (42,570)	\$ -	[g]
Planning Services	\$ 45,000	\$ (45,000)	\$ -	[g]
Waste Management Services	\$ 29,746	\$ (29,746)	\$ -	[g]
Water Quality Services	\$ 135,855	\$ (135,855)	\$ -	[g]
<u>Compensation &amp; Benefits</u>				
Salaries, Full-time	\$ 166,766	\$ (166,766)	\$ -	[h]
Fringe Benefits	\$ 24,000	\$ (24,000)	\$ -	[h]
Supplemental Allowances	\$ 1,908	\$ (1,908)	\$ -	[h]
Payroll Taxes	\$ 14,983	\$ (14,983)	\$ -	[h]
Retirement	\$ 18,827	\$ (18,827)	\$ -	[h]
<u>Non-Operating</u>				
Non-Operating	\$ -	\$ -	\$ -	[b]
<b>Total</b>	<b>\$ 1,345,935</b>	<b>\$ (1,294,586)</b>	<b>\$ 51,349</b>	

City of Laguna Woods

Study of Building, Planning, Encroachment, and Grading Permit Fees

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

**Departmental Overhead**

Description	FTE	Top Step	Share to Bldg	Notes
Management Analyst	1.00	\$ 96,969	30%	[i]
Management Analyst	1.00	\$ 96,969	0%	[i]
<b>Total</b>	<b>2.00</b>	<b>\$ 193,938</b>		

Description	Dept OH Personnel	Share to Building	Total	Notes
Estimated Departmental Overhead	\$ 226,484	15%	\$ 33,973	[i]

**Citywide Overhead**

Description	C'wide Indirect Rate	Modified Direct Expenditures	Bldg Share of C'wide Overhead	Notes
Estimated Citywide Overhead	26%	\$ 1,068,298	\$ 277,757	[j][k]

**Calculation of Fully-Burdened Hourly Rate**

Description	Annual Allocation [a]	Labor	Non-Labor	Dept Overhead	Citywide Overhead	Total	Targeted Recovery from Fees	Amount Recoverable from Fees	Targeted Hourly Rate
General Administration and Mgmt	18%	\$ 178,261	\$ 9,312	\$ 6,161	\$ 50,371	\$ 244,105	98%	\$ 239,840	\$ 30
Certification and Training	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
Code, Policies, and Procedures Update	1%	\$ 14,061	\$ 735	\$ 486	\$ 3,973	\$ 19,254	100%	\$ 19,254	\$ 2
Code Enforcement and Compliance	1%	\$ 14,061	\$ 735	\$ 486	\$ 3,973	\$ 19,254	0%	\$ -	\$ -
Permit Processing and Support	0%	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
Public Information and Assistance	6%	\$ 63,274	\$ 3,305	\$ 2,187	\$ 17,879	\$ 86,645	100%	\$ 86,645	\$ 11
Direct Hours	73%	\$ 713,320	\$ 37,263	\$ 24,653	\$ 201,561	\$ 976,796	100%	\$ 976,796	\$ 124
<b>Total</b>	<b>100%</b>	<b>\$ 982,976</b>	<b>\$ 51,349</b>	<b>\$ 33,973</b>	<b>\$ 277,757</b>	<b>\$ 1,346,055</b>	<b>98%</b>	<b>\$ 1,322,535</b>	<b>\$ 167</b>
								<b>Direct Hours</b>	<b>7,903</b>



City of Laguna Woods

Study of Building, Planning, Encroachment, and Grading Permit Fees

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

**Notes**

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

[b] Excludes in-house labor expenses budgeted to this department, since the forecasted expenditures for in-house staff are allocated as part of the departmental overhead costs. Adjustment to avoid double counting.

[c] The expenditures shown here are reflective of the current contract services costs anticipated to be incurred for Building Official, permit counter, inspection, and plan review services.

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

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

[f] For building code books.

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

[h] These expenses have been adjusted out to avoid double counting. They are accounted for in the departmental overhead section of this model.

[i] Amount represents typical on-going support provided to Building.

[j] See Citywide Overhead Cost Allocation Plan for FY 23/24 - Full Cost Version.

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

## Calculation of Fully-Burdened Hourly Rate

### Planning

City of Laguna Woods

Study of Building, Planning, Encroachment, and Grading Permit Fees

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

Position	Mgmt. Analyst [a]	Total
Allocation to Planning	70%	
Calculation of Productive Hours		
Annual Hours - Standard	1,456	1,456
Less: Annual Leave	84	84
Productive Hours	1,372	1,372
Indirect Activities and Services		
General Administration and Mgmt	206	206
Certification and Training	27	27
Code, Policies, and Procedures Update	137	137
Code Enforcement and Compliance	69	69
Public Information and Assistance	274	274
Total Indirect Activities and Services Work Hours	713	713
Direct Hours	659	659
Salary	\$ 67,267	\$ 67,267
Benefits	\$ 22,017	\$ 22,017
Contract Services	\$ -	\$ -
Total	\$ 89,284	\$ 89,284
Indirect Activities and Services		
General Administration and Mgmt	15%	15%
Certification and Training	2%	2%
Code, Policies, and Procedures Update	10%	10%
Code Enforcement and Compliance	5%	5%
Public Information and Assistance	<u>20%</u>	<u>20%</u>
Total Indirect Activities and Services Work Hours	52%	52%
Direct Hours	48%	48%

**Notes**

\* Amounts represent estimated labor effort and costs associated with Planning functional division. Services provided to other functional divisions have been excluded from this analysis in order to avoid recovering non-planning related costs from planning fees. Estimated annual support to the Planning functional division is based on feedback received from City staff.

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

City of Laguna Woods

Study of Building, Planning, Encroachment, and Grading Permit Fees

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

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

Description	Total	Notes
Salaries	\$ 67,267	
Benefits	\$ 22,017	
Contract Services	\$ -	
<b>Total - Labor Expenditures</b>	<b>\$ 89,284</b>	

**Recurring Non-Labor Expenditures**

Description	FY 2022/23 Budget	Adjustment	Subtotal	Notes
<u>General Expenses</u>				
Building Services	\$ 779,680	\$ (779,680)	\$ -	[b]
Building Services, Printing	\$ 2,000	\$ (2,000)	\$ -	[b]
Building Services, Publications	\$ 2,000	\$ (2,000)	\$ -	[b]
Building Services, Software	\$ 42,149	\$ (42,149)	\$ -	[b]
Building Services, State Fees	\$ 5,200	\$ (5,200)	\$ -	[b]
Code Enforcement Services	\$ 35,251	\$ (35,251)	\$ -	[b]
Community Waste Events and Collections	\$ 42,570	\$ (42,570)	\$ -	[b]
Planning Services	\$ 45,000	\$ (45,000)	\$ -	[b]
Waste Management Services	\$ 29,746	\$ (29,746)	\$ -	[b]
Water Quality Services	\$ 135,855	\$ (135,855)	\$ -	[b]
<u>Compensation &amp; Benefits</u>	\$ -			
Salaries, Full-time	\$ 166,766	\$ (166,766)	\$ -	[d]
Fringe Benefits	\$ 24,000	\$ (24,000)	\$ -	[d]
Supplemental Allowances	\$ 1,908	\$ (1,908)	\$ -	[d]
Payroll Taxes	\$ 14,983	\$ (14,983)	\$ -	[d]
Retirement	\$ 18,827	\$ (18,827)	\$ -	[d]
<u>Non-Operating</u>	\$ -			
Non-Operating	\$ -	\$ -	\$ -	[b]
<b>Subtotal</b>	<b>\$ 1,345,935</b>	<b>\$ (1,345,935)</b>	<b>\$ -</b>	

City of Laguna Woods  
 Study of Building, Planning, Encroachment, and Grading Permit Fees  
 Planning & Environmental Services (Planning) - Calculation of Fully-Burdened Hourly Rate

**Departmental Overhead**

Description	Dept OH Personnel	Planning Est. Share of Dept Overhead	Total	Notes
Estimated Departmental Overhead	\$ 226,484	0%	\$ -	[e]

**Citywide Overhead**

Description	C'wide Indirect Rate	Modified Direct Expenditures	Plan'g Share of C'wide Overhead	Notes
Estimated Citywide Overhead	26%	\$ 89,284	\$ 23,214	[f][g]

**Calculation of Fully-Burdened Hourly Rate**

Description	Annual Allocation [a]	Labor	Non-Labor	Dept Overhead	Citywide Overhead	Total	Targeted Recovery from Fees	Amount Recoverable from Fees	Targeted Hourly Rate
General Administration and Mgmt	15%	\$ 13,393	\$ -	\$ -	\$ 3,482	\$ 16,875	94%	\$ 15,882	\$ 24
Certification and Training	2%	\$ 1,786	\$ -	\$ -	\$ 464	\$ 2,250	100%	\$ 2,250	\$ 3
Code, Policies, and Procedures Update	10%	\$ 8,928	\$ -	\$ -	\$ 2,321	\$ 11,250	100%	\$ 11,250	\$ 17
Code Enforcement and Compliance	5%	\$ 4,464	\$ -	\$ -	\$ 1,161	\$ 5,625	0%	\$ -	\$ -
Public Information and Assistance	20%	\$ 17,857	\$ -	\$ -	\$ 4,643	\$ 22,500	100%	\$ 22,500	\$ 34
Direct Hours	48%	\$ 42,856	\$ -	\$ -	\$ 11,143	\$ 53,999	100%	\$ 53,999	\$ 82
<b>Total</b>	<b>100%</b>	<b>\$ 89,284</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,214</b>	<b>\$ 112,498</b>	<b>94%</b>	<b>\$ 105,880</b>	<b>\$ 161</b>
								<b>Direct Hours</b>	<b>659</b>

**Notes**

- [a] See worksheet labeled "Planning & Environmental Services (Planning) - Allocation of Annual Labor Effort".
- [b] Adjustment to exclude expenditures not linked to current planning fee-related services.
- [c] Adjustment to contract planning expenditures accounted for in labor and contract services section of the model. Adjustment to avoid double counting.
- [d] Accounted for in labor and contract services section of the model. Adjustment to avoid double counting.
- [e] The Management Analyst for development programs is currently the primary contact point for current planning services. If additional personnel are added to this division in the future, the Planning division will receive a share of Departmental Overhead.
- [f] See Citywide Overhead Cost Allocation Plan for FY 23/24 - Full Cost Version.
- [g] Planning share of estimated citywide overhead calculated as follows: citywide indirect cost rate \* modified direct expenditures for planning fee-related services.

Calculation of Fully-Burdened Hourly Rate

Encroachment Permits and Grading Permits

City of Laguna Woods  
 Study of Building, Planning, Encroachment, and Grading Permit Fees  
 Calculation of Fully-Burdened Hourly Rate

**Estimated Contract Services Hourly Rate for Encroachment and Grading Permitting**

Description	Rate	Unit	Notes
City Engineer	\$ 149	per hour	[a]
<b>Total</b>	<b>\$ 149</b>	<b>per hour</b>	

**Recurring Non-Labor Expenditures**

Description	FY 2022/23 Budget	Adjustment	Subtotal	Notes
<u>General Expenses</u>				
Engineering Services	\$ 14,460	\$ (14,460)	\$ -	[b]
Landscaping Services	\$ 71,245	\$ (71,245)	\$ -	[b]
Landscaping Services, M2 Maint of Effort	\$ 104,578	\$ (104,578)	\$ -	[b]
<u>Utilities</u>				
Utilities, Street Lights, Residential	\$ 27,804	\$ (27,804)	\$ -	[b]
<u>Compensation &amp; Benefits</u>				
Salaries, Full-time (Less M2 Maintenance of Effort)	\$ 62,526	\$ (62,526)	\$ -	[c]
Fringe Benefits (Less M2 Maintenance of Effort)	\$ 9,235	\$ (9,235)	\$ -	[c]
Supplemental Allowances (Less M2 Maintenance of Effort)	\$ 734	\$ (734)	\$ -	[c]
Payroll Taxes (Less M2 Maintenance of Effort)	\$ 5,658	\$ (5,658)	\$ -	[c]
Retirement (Less M2 Maintenance of Effort)	\$ 4,588	\$ (4,588)	\$ -	[c]
<u>Non-Operating</u>				
Non-Operating	\$ -	\$ -	\$ -	[b]
<b>Subtotal</b>	<b>\$ 300,828</b>	<b>\$ (300,828)</b>	<b>\$ -</b>	

**Citywide Overhead**

Description	C'wide Indirect Rate	Notes
Estimated Citywide Overhead	26%	[d]

**Calculation of Fully-Burdened Hourly Rate**

Description	Contract Svcs. Hourly Rate	Citywide Overhead Rate	Total
Hourly Rate for Encroachment Permitting Services	\$ 149	\$ 39	\$ 188

- Notes:**
- [a] Source: Consultant Services Agreement for City Engineering and Traffic Operations Services.
  - [b] Adjustment to exclude expenditures not linked to fee-related services and/or adjustment to exclude items already considered in the contract services hourly rate section of this model.
  - [c] These expenditures are composed of a portion of the budgeted salary and benefits expenditures of the Management Analyst for maintenance programs. The hourly rate calculation assumes any encroachment permit-related services provided by this position will be treated as direct services at the calculated fully-burdened hourly rate. This assumptions avoids duplicate counting of costs for similar work activities. If the department organization changes significantly, the encroachment permit services hourly rate may be recalculated to receive a proportionate share of departmental overhead.
  - [d] See Citywide Overhead Cost Allocation Plan for FY 23/24 - Full Cost Version.

## Calculation of the Costs of Providing Fee Related Services



## Calculation of the Costs of Providing Fee Related Services

### Building

City of Laguna Woods  
 Study of Building, Planning, Encroachment, and Grading Permit Fees  
 Cost of Service Calculation - Building Fees

Fee Description		Cost of Service (Summary)				Cost Recovery Summary				Notes
		Est. Labor Time (Hours)	x	Hourly Rate	= Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Modified Cost Recovery	
1	New or Existing Water Heater Change Out	0.62	x	\$167	= \$103	\$101	98%	\$103	100%	
2	Water Heater Relocation	1.08	x	\$167	= \$181	\$177	98%	\$181	100%	
3	Tub to Tub Insert Only	1.17	x	\$167	= \$195	\$190	98%	\$195	100%	
4	Tub to Tub Tile Back Only	1.58	x	\$167	= \$264	\$258	98%	\$264	100%	
5	Shower to Shower Insert Only	1.17	x	\$167	= \$195	\$190	98%	\$195	100%	
6	Shower to Shower Tile Only	2.00	x	\$167	= \$334	\$326	98%	\$334	100%	
7	Tub to Shower Only	2.00	x	\$167	= \$334	\$326	98%	\$334	100%	
8	Water/Drain Line (Install/Alter/Repair) w/out Structural	0.62	x	\$167	= \$103	\$101	98%	\$103	100%	
9	Water/Drain Line (Install/Alter/Repair) with Structural	1.58	x	\$167	= \$264	\$258	98%	\$264	100%	
10	Line Repair (CIPP)/Svc Install - First 30 LF	0.67	x	\$167	= \$111	\$109	98%	\$111	100%	
11	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	0.42	x	\$167	= \$70	\$68	98%	\$70	100%	
12	Plumbing Repipe	1.49	x	\$167	= \$250	\$244	98%	\$250	100%	
13	New HVAC / HVAC Change in Type - Residential	1.17	x	\$167	= \$195	\$190	98%	\$195	100%	
14	Ventilation Modifications	1.29	x	\$167	= \$215	\$210	98%	\$215	100%	
15	Electrical - New Fixtures/Receptacles	0.67	x	\$167	= \$111	\$109	98%	\$111	100%	
16	Mechanical - New Fixtures/Receptacles	0.67	x	\$167	= \$111	varies	98%	\$111	100%	
17	Plumbing - New Fixtures/Receptacles	0.67	x	\$167	= \$111	varies	98%	\$111	100%	
18	Electrical Panel Modification	2.07	x	\$167	= \$346	\$338	98%	\$346	100%	
19	Electrical Panel Change Out	1.11	x	\$167	= \$186	\$181	98%	\$186	100%	
20	New Washer/Dryer Hook Up	0.83	x	\$167	= \$138	\$134	98%	\$138	100%	
21	Electrical Wheelchair Lift	3.25	x	\$167	= \$543	\$530	98%	\$543	100%	
22	Temporary Power Pole	0.87	x	\$167	= \$145	\$141	98%	\$145	100%	
23	Re-Roof (Tile, Single-Ply) - First 1,000 SF	1.03	x	\$167	= \$173	\$168	98%	\$173	100%	
24	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	0.20	x	\$167	= \$33	\$33	98%	\$33	100%	[b]
25	Re-Roof (All Other) - First 1,000 SF	1.25	x	\$167	= \$209	\$204	98%	\$209	100%	
26	Re-Roof (All Other) - Each Add'l 5,000 SF	0.20	x	\$167	= \$33	\$33	98%	\$33	100%	[b]
27	Fenestration - Skylights/Solartubes - Fire-Rated	1.17	x	\$167	= \$195	\$190	98%	\$195	100%	
28	Fenestration - Skylights/Solartubes - Non-Rated	0.88	x	\$167	= \$146	\$143	98%	\$146	100%	
29	Fenestration - Window Retrofit	0.96	x	\$167	= \$160	\$156	98%	\$160	100%	
30	Fenestration - Doors/Windows (One New - Framed)	1.38	x	\$167	= \$230	\$224	98%	\$230	100%	[c]
31	Structural, Drywall	0.92	x	\$167	= \$153	\$149	98%	\$153	100%	
32	Structural, Insulation, Drywall	1.33	x	\$167	= \$223	\$217	98%	\$223	100%	
33	Lath	1.45	x	\$167	= \$242	\$236	98%	\$242	100%	
34	Structural, Insulation, Lath	2.17	x	\$167	= \$362	\$353	98%	\$362	100%	
35	Structural, Insulation, Shear, Lath	3.58	x	\$167	= \$598	\$584	98%	\$598	100%	
36	Fire Sprinkler Plans - New	1.33	x	\$167	= \$223	\$217	98%	\$223	100%	
37	Fire Sprinkler Plans - Modified	0.83	x	\$167	= \$139	\$136	98%	\$139	100%	
38	Fire Assessment Review	1.20	x	\$167	= \$200	\$196	98%	\$200	100%	

City of Laguna Woods  
 Study of Building, Planning, Encroachment, and Grading Permit Fees  
 Cost of Service Calculation - Building Fees

Fee Description	Cost of Service (Summary)				Cost Recovery Summary				Notes
	Est. Labor Time (Hours)	x	Hourly Rate	= Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Modified Cost Recovery	
39 Framing/Structural - 1 inspection	1.92	x	\$167	= \$320	\$312	98%	\$320	100%	[d]
40 Framing/Structural - 2 inspections	2.33	x	\$167	= \$390	\$380	98%	\$390	100%	[d]
41 Framing/Structural - 3 inspections	2.75	x	\$167	= \$459	\$448	98%	\$459	100%	[d]
42 Framing/Structural - More than 3 inspections									
a) Base Fee (covers up to 3 inspections)	2.75	x	\$167	= \$459	\$448	98%	\$459	100%	[d]
b) Each additional inspection	0.42	x	\$167	= \$70	\$68	98%	\$70	100%	[d]
43 Temporary Shade Structure (Commercial)	1.92	x	\$167	= \$320	\$312	98%	\$320	100%	
44 Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	1.33	x	\$167	= \$223	\$217	98%	\$223	100%	
45 Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	2.00	x	\$167	= \$334	\$326	98%	\$334	100%	
46 Patio/Balcony Cover/Enclosure - Site Specific Engineering	3.38	x	\$167	= \$564	\$550	98%	\$564	100%	
47 Patio Conversion	6.67	x	\$167	= \$1,113	\$1,087	98%	\$1,113	100%	
48 Atrium Conversion	6.67	x	\$167	= \$1,113	\$1,087	98%	\$1,113	100%	
49 Garage Conversion/Alteration	5.83	x	\$167	= \$974	\$951	98%	\$974	100%	
50 Alteration - Residential (Res.) Kitchen	2.58	x	\$167	= \$431	\$421	98%	\$431	100%	
51 Alteration - Res. Kitchen, plus HVAC OR Fenestration	3.00	x	\$167	= \$501	\$489	98%	\$501	100%	
52 Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	3.42	x	\$167	= \$571	\$557	98%	\$571	100%	[e]
53 Alteration - Res. Kitchen, plus 1 Bath	3.00	x	\$167	= \$501	\$489	98%	\$501	100%	
54 Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	3.42	x	\$167	= \$571	\$557	98%	\$571	100%	
55 Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	3.42	x	\$167	= \$571	\$557	98%	\$571	100%	[e]
56 Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	3.83	x	\$167	= \$640	\$625	98%	\$640	100%	[e]
57 Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	3.83	x	\$167	= \$640	\$625	98%	\$640	100%	[e]
58 Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	4.25	x	\$167	= \$710	\$693	98%	\$710	100%	[e]
59 Alteration/Remodel - Res. 1 Bath	1.75	x	\$167	= \$292	\$285	98%	\$292	100%	
60 Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	2.58	x	\$167	= \$431	\$421	98%	\$431	100%	
61 Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	3.00	x	\$167	= \$501	\$489	98%	\$501	100%	[e]
62 Room Addition	6.00	x	\$167	= \$1,002	\$978	98%	\$1,002	100%	
63 Alteration/Remodel w/ Room Addition	8.50	x	\$167	= \$1,420	\$1,386	98%	\$1,420	100%	
64 Sign (Wall) - First	1.17	x	\$167	= \$195	\$190	98%	\$195	100%	
65 Sign (Wall) - Each Add'l	0.08	x	\$167	= \$14	\$14	98%	\$14	100%	
66 Sign (Monument) - First	1.92	x	\$167	= \$320	\$312	98%	\$320	100%	
67 Sign (Monument) - Each Add'l	0.17	x	\$167	= \$28	\$27	98%	\$28	100%	
68 Antenna - Telecommunications	3.67	x	\$167	= \$612	\$598	98%	\$612	100%	
69 Antenna - Equipment Shelter	1.75	x	\$167	= \$292	\$285	98%	\$292	100%	
70 Solar - Residential Systems (Expedited Process)	1.67	x	\$167	= \$278	\$272	98%	\$278	100%	[f]
71 Solar - Residential Systems (All Others) - See note for > 15kW or 10kWth	3.00	x	\$167	= \$501	\$450	90%	\$450	90%	[f]
72 Solar - Commercial Systems - See note for > 50kW or 30kWth	8.50	x	\$167	= \$1,420	\$1,000	70%	\$1,000	70%	[g]
73 Demolition - Residential	1.17	x	\$167	= \$195	\$190	98%	\$195	100%	
74 Demolition - Non-Residential	2.50	x	\$167	= \$418	\$408	98%	\$418	100%	

City of Laguna Woods  
 Study of Building, Planning, Encroachment, and Grading Permit Fees  
 Cost of Service Calculation - Building Fees

Fee Description	Cost of Service (Summary)				Cost Recovery Summary				Notes
	Est. Labor Time (Hours)	x	Hourly Rate	= Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Modified Cost Recovery	
75 Certificate of Occupancy - Temporary	0.62	x	\$167	= \$103	\$101	98%	\$103	100%	
76 Certificate of Occupancy	1.87	x	\$167	= \$312	\$304	98%	\$312	100%	
77 Sleeping Room Covenant - Recording Fee	0.75	x	\$167	= \$125	\$122	98%	\$125	100%	
78 Miscellaneous/All Other - First Inspection	0.62	x	\$167	= \$103	\$101	98%	\$103	100%	
79 Miscellaneous/All Other - Each Add'l Inspection	0.42	x	\$167	= \$70	\$68	98%	\$70	100%	
80 Miscellaneous/All Other - Plan Check (Per Hr)	1.00	x	\$167	= \$167	\$163	98%	\$167	100%	
81 Plan Revision - Non-Structural - (Per Hr)	1.00	x	\$167	= \$167	\$163	98%	\$167	100%	
82 Plan Revision - Structural - (Per Hr)	1.00	x	\$167	= \$167	\$163	98%	\$167	100%	
83 Work Without Permit - Non-Destructive Inspection Required	1.33	x	\$167	= \$223	\$217	98%	\$223	100%	
84 Work Without Permit - Destructive Inspection Required	2.33	x	\$167	= \$390	\$380	98%	\$390	100%	
85 Re-Inspection - Missed Appointment	0.42	x	\$167	= \$70	\$68	98%	\$70	100%	
86 Inspection Outside of Normal Business Hours (Per Hr)	1.25	x	\$167	= \$209	\$204	98%	\$209	100%	
87 Expedited Plan Review of Residential Remodels	125% of standard fee				125% of standard	98%	125% of standard fee	100%	
88 Additional Inspections	0.62	x	\$167	= \$103	\$101	98%	\$103	100%	
89 Replacement Job Card	0.20	x	\$167	= \$33	\$33	98%	\$33	100%	
90 Permit Extension	0.50	x	\$167	= \$84	\$82	98%	\$84	100%	
91 Change of Contractor, Architect, Owner Processing	0.50	x	\$167	= \$84	\$82	98%	\$84	100%	
92 Expired Permit	1.00	x	\$167	= \$167	\$163	98%	\$167	100%	
93 Cancelled Permit Refund Processing Fee	0.50	x	\$167	= \$84	\$82	98%	\$84	100%	
94 Copy and Printing Charge	0.08	x	\$167	= \$14	\$14	98%	\$14	100%	
95 State Energy Form Assistance (Upon Request) (Per Page)	0.25	x	\$167	= \$42	\$4	10%	\$4	10%	
96 Building and Safety Appeal Application	1.00	x	\$167	= \$167	\$163	98%	\$167	100%	
97 Alternate Materials Method Review (Per Hr)	1.00	x	\$167	= \$167	\$163	98%	\$167	100%	

City of Laguna Woods  
 Study of Building, Planning, Encroachment, and Grading Permit Fees  
 Cost of Service Calculation - Building Fees

Fee Description	Cost of Service (Summary)			Cost Recovery Summary				Notes
	Est. Labor Time (Hours)	Hourly Rate	Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Modified Cost Recovery	
		x	=					

**Notes**

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

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

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

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

[e] Other may include items such as water-heater change-out or water heater relocation, and/or minor hook-ups associated with the alteration or remodel.

[f] California Government Code Section 66015(a)(1), establishes maximum fees for residential solar energy systems. For photovoltaic systems, fees shall not exceed \$450 plus \$15 per kW for each kilowatt above 15kW. For thermal systems, fees shall not exceed \$450, plus \$15 per kWth for each kilowatt thermal above 10kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

[g] California Government Code Section 66015(b)(1), establishes maximum fees for commercial solar energy systems. Fees shall not exceed \$1,000 for systems up to 50kW plus \$7 per kilowatt for each kilowatt between 51kW and 250kW, plus \$5 for each kilowatt above 250kW. For thermal systems, fees shall not exceed \$1,000 up to the 30kWth, plus \$7 per kWth for each kWth between the 30th and 260th kWth, plus \$5 for each kWth above 260kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

\* In accordance with California Health and Safety Code Section 17951.5, the City may waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability to accommodate that disability.

\*\* In accordance with California Health and Safety Code Section 17951.7, the City may waive or reduce all building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability.

\*\*\* The City Manager may waive building permit fees for activities associated with City projects or contracts.

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

Hourly Rate		\$167	Estimated Labor Hours			Cost of Service					
Occupancy Classification		Threshold SqFt	Plan Check	Permit / Inspection	Total	Plan Check	Plan Check Fee per Add'l 100 SF	Permit / Inspection	Permit / Insp. Fee per Add'l 100 SF	Total	Total Fee Per Add'l 100 SF
1	Shell Building	500	7.50	7.50	15.00	\$1,253	\$29.23	\$1,253	\$54.28	\$2,505	\$83.50
	New Construction	2,000	10.13	12.38	22.50	\$1,691	\$18.79	\$2,067	\$22.96	\$3,758	\$41.75
		5,000	13.50	16.50	30.00	\$2,255	\$11.27	\$2,756	\$13.78	\$5,010	\$25.05
		10,000	16.88	20.63	37.50	\$2,818	\$5.22	\$3,444	\$15.66	\$6,263	\$20.88
		20,000	20.00	30.00	50.00	\$3,340	varies	\$5,010	varies	\$8,350	varies
		> 20,000	varies	varies	varies	varies	varies	varies	varies	varies	varies
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	1.75	3.25	5.00	\$292	\$97.42	\$543	\$180.92	\$835	\$278.33
		250	2.63	4.88	7.50	\$438	\$58.45	\$814	\$108.55	\$1,253	\$167.00
		500	3.50	6.50	10.00	\$585	\$29.23	\$1,086	\$54.28	\$1,670	\$83.50
		1,000	4.38	8.13	12.50	\$731	\$13.64	\$1,357	\$25.33	\$2,088	\$38.97
		2,500	5.60	10.40	16.00	\$935	varies	\$1,737	varies	\$2,672	varies
		> 2,500	varies	varies	varies	varies	varies	varies	varies	varies	varies
3	All Other New Construction	500	12.00	12.00	24.00	\$2,004	\$46.76	\$2,004	\$86.84	\$4,008	\$133.60
		2,000	16.20	19.80	36.00	\$2,705	\$30.06	\$3,307	\$36.74	\$6,012	\$66.80
		5,000	21.60	26.40	48.00	\$3,607	\$18.04	\$4,409	\$22.04	\$8,016	\$40.08
		10,000	27.00	33.00	60.00	\$4,509	\$8.35	\$5,511	\$25.05	\$10,020	\$33.40
		20,000	32.00	48.00	80.00	\$5,344	varies	\$8,016	varies	\$13,360	varies
		> 20,000	varies	varies	varies	varies	varies	varies	varies	varies	varies
4	Tenant Improvements New Construction	250	1.40	2.60	4.00	\$234	\$46.76	\$434	\$86.84	\$668	\$133.60
		500	2.10	3.90	6.00	\$351	\$23.38	\$651	\$43.42	\$1,002	\$66.80
		1,000	2.80	5.20	8.00	\$468	\$7.79	\$868	\$14.47	\$1,336	\$22.27
		2,500	3.50	6.50	10.00	\$585	\$7.60	\$1,086	\$14.11	\$1,670	\$21.71
		5,000	4.64	8.61	13.25	\$774	varies	\$1,438	varies	\$2,213	varies
		> 5,000	varies	varies	varies	varies	varies	varies	varies	varies	varies

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

ITEM 7.3 - Attachment A

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

Hourly Rate		\$167	Current Fee						Current Cost Recovery				
Occupancy Classification		Threshold SqFt	Plan Check	Plan Check Fee per Add'l 100 SF	Permit / Inspection	Permit / Insp. Fee per Add'l 100 SF	Total	Total Fee Per Add'l 100 SF	Current Fee	Cost of Svc PC & Prmt Base Cost	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
1	Shell Building New Construction	500	\$1,223	\$28.53	\$1,223	\$52.98	\$2,445	\$81.50	\$2,445	\$2,505	98%	\$2,505	100%
		2,000	\$1,650	\$18.34	\$2,017	\$22.41	\$3,668	\$40.75	\$3,668	\$3,758	98%	\$3,758	100%
		5,000	\$2,201	\$11.00	\$2,690	\$13.45	\$4,890	\$24.45	\$4,890	\$5,010	98%	\$5,010	100%
		10,000	\$2,751	\$5.09	\$3,362	\$15.28	\$6,113	\$20.38	\$6,113	\$6,263	98%	\$6,263	100%
		20,000	\$3,260	varies	\$4,890	varies	\$8,150	varies	\$8,150	\$8,350	98%	\$8,350	100%
		> 20,000	varies		varies		varies		varies	varies			deposit
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$285	\$95.08	\$530	\$176.58	\$815	\$271.67	\$815	\$835	98%	\$835	100%
		250	\$428	\$57.05	\$795	\$105.95	\$1,223	\$163.00	\$1,223	\$1,253	98%	\$1,253	100%
		500	\$571	\$28.53	\$1,060	\$52.98	\$1,630	\$81.50	\$1,630	\$1,670	98%	\$1,670	100%
		1,000	\$713	\$13.31	\$1,324	\$24.72	\$2,038	\$38.03	\$2,038	\$2,088	98%	\$2,088	100%
		2,500	\$913	varies	\$1,695	varies	\$2,608	varies	\$2,608	\$2,672	98%	\$2,672	100%
		> 2,500	varies		varies		varies		varies	varies			deposit
3	All Other New Construction	500	\$1,956	\$45.64	\$1,956	\$84.76	\$3,912	\$130.40	\$3,912	\$4,008	98%	\$4,008	100%
		2,000	\$2,641	\$29.34	\$3,227	\$35.86	\$5,868	\$65.20	\$5,868	\$6,012	98%	\$6,012	100%
		5,000	\$3,521	\$17.60	\$4,303	\$21.52	\$7,824	\$39.12	\$7,824	\$8,016	98%	\$8,016	100%
		10,000	\$4,401	\$8.15	\$5,379	\$24.45	\$9,780	\$32.60	\$9,780	\$10,020	98%	\$10,020	100%
		20,000	\$5,216	varies	\$7,824	varies	\$13,040	varies	\$13,040	\$13,360	98%	\$13,360	100%
		> 20,000	varies		varies		varies		varies	varies			deposit
4	Tenant Improvements New Construction	250	\$228	\$45.64	\$424	\$84.76	\$652	\$130.40	\$652	\$668	98%	\$668	100%
		500	\$342	\$22.82	\$636	\$42.38	\$978	\$65.20	\$978	\$1,002	98%	\$1,002	100%
		1,000	\$456	\$7.61	\$848	\$14.13	\$1,304	\$21.73	\$1,304	\$1,336	98%	\$1,336	100%
		2,500	\$571	\$7.42	\$1,060	\$13.77	\$1,630	\$21.19	\$1,630	\$1,670	98%	\$1,670	100%
		5,000	\$756	varies	\$1,404	varies	\$2,160	varies	\$2,160	\$2,213	98%	\$2,213	100%
		> 5,000	varies		varies		varies		varies	varies			deposit

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

ITEM 7.3 - Attachment A

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

Hourly Rate		\$167	Proposed Fee						Proposed Cost Recovery				
Occupancy Classification		Threshold SqFt	Plan Check	Plan Check Fee per Add'l 100 SF	Permit / Inspection	Permit / Insp. Fee per Add'l 100 SF	Total	Total Fee Per Add'l 100 SF	Proposed Fee	Cost of Svc PC & Prmt Base Cost	Proposed Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
1	Shell Building New Construction	500	\$1,253	\$29.23	\$1,253	\$54.28	\$2,505	\$83.50	\$2,505	\$2,505	100%	\$2,505	100%
		2,000	\$1,691	\$18.79	\$2,067	\$22.96	\$3,758	\$41.75	\$3,758	\$3,758	100%	\$3,758	100%
		5,000	\$2,255	\$11.27	\$2,756	\$13.78	\$5,010	\$25.05	\$5,010	\$5,010	100%	\$5,010	100%
		10,000	\$2,818	\$5.22	\$3,444	\$15.66	\$6,263	\$20.88	\$6,263	\$6,263	100%	\$6,263	100%
		20,000	\$3,340	varies	\$5,010	varies	\$8,350	varies	\$8,350	\$8,350	100%	\$8,350	100%
		> 20,000	varies		varies		varies		varies	varies			deposit
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$292	\$97.42	\$543	\$180.92	\$835	\$278.33	\$835	\$835	100%	\$835	100%
		250	\$438	\$58.45	\$814	\$108.55	\$1,253	\$167.00	\$1,253	\$1,253	100%	\$1,253	100%
		500	\$585	\$29.23	\$1,086	\$54.28	\$1,670	\$83.50	\$1,670	\$1,670	100%	\$1,670	100%
		1,000	\$731	\$13.64	\$1,357	\$25.33	\$2,088	\$38.97	\$2,088	\$2,088	100%	\$2,088	100%
		2,500	\$935	varies	\$1,737	varies	\$2,672	varies	\$2,672	\$2,672	100%	\$2,672	100%
		> 2,500	varies		varies		varies		varies	varies			deposit
3	All Other New Construction	500	\$2,004	\$46.76	\$2,004	\$86.84	\$4,008	\$133.60	\$4,008	\$4,008	100%	\$4,008	100%
		2,000	\$2,705	\$30.06	\$3,307	\$36.74	\$6,012	\$66.80	\$6,012	\$6,012	100%	\$6,012	100%
		5,000	\$3,607	\$18.04	\$4,409	\$22.04	\$8,016	\$40.08	\$8,016	\$8,016	100%	\$8,016	100%
		10,000	\$4,509	\$8.35	\$5,511	\$25.05	\$10,020	\$33.40	\$10,020	\$10,020	100%	\$10,020	100%
		20,000	\$5,344	varies	\$8,016	varies	\$13,360	varies	\$13,360	\$13,360	100%	\$13,360	100%
		> 20,000	varies		varies		varies		varies	varies			deposit
4	Tenant Improvements New Construction	250	\$234	\$46.76	\$434	\$86.84	\$668	\$133.60	\$668	\$668	100%	\$668	100%
		500	\$351	\$23.38	\$651	\$43.42	\$1,002	\$66.80	\$1,002	\$1,002	100%	\$1,002	100%
		1,000	\$468	\$7.79	\$868	\$14.47	\$1,336	\$22.27	\$1,336	\$1,336	100%	\$1,336	100%
		2,500	\$585	\$7.60	\$1,086	\$14.11	\$1,670	\$21.71	\$1,670	\$1,670	100%	\$1,670	100%
		5,000	\$774	varies	\$1,438	varies	\$2,213	varies	\$2,213	\$2,213	100%	\$2,213	100%
		> 5,000	varies		varies		varies		varies	varies			deposit

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



## Calculation of the Costs of Providing Fee Related Services

### Planning

City of Laguna Woods

Study of Building, Planning, Encroachment, and Grading Permit Fees

Cost of Service Calculation - Planning Fees

Fee Description		Cost of Service (Summary)				Volume and Revenue Statistics					Notes	
		Est. Labor Time (Hours)	x	Targeted Hourly Rate	= Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [d]	Modified Cost Recovery			
<b>Fixed Fee Services</b>												
1	Film Permit	4.00	x	\$161	= \$644	\$636	Flat	99%	\$644	Flat	100%	[a]
2	Address Establishment/Change	2.50	x	\$161	= \$403	\$398	Flat	99%	\$403	Flat	100%	
3	Notice of Exemption	2.00	x	\$161	= \$322	\$318	Flat	99%	\$322	Flat	100%	[b]
4	Outdoor Seating Permit	2.50	x	\$161	= \$403	\$398	Flat	99%	\$403	Flat	100%	
5	Sign Permit - Part of Sign Program	0.75	x	\$161	= \$121	\$119	Flat	99%	\$121	Flat	100%	
6	Sign Permit - Permanent	2.00	x	\$161	= \$322	\$318	Flat	99%	\$322	Flat	100%	
7	Sign Permit - Temporary	0.50	x	\$161	= \$81	\$80	Flat	99%	\$81	Flat	100%	
8	Sign Permit - Community Facilities/Open Space Annual	0.50	x	\$161	= \$81	\$80	Flat	99%	\$81	Flat	100%	
9	Special Event Permit	2.00	x	\$161	= \$322	\$318	Flat	99%	\$322	Flat	100%	
10	Temporary Use Permit	4.00	x	\$161	= \$644	\$636	Flat	99%	\$644	Flat	100%	
11	Tree Removal Permit	1.50	x	\$161	= \$242	\$239	Flat	99%	\$242	Flat	100%	
12	Wireless Use Permit Filing Fee	11.50	x	\$161	= \$1,852	\$1,829	Flat	99%	\$1,852	Flat	100%	[c]
13	Eligible Facility Request Permit Filing Fee	8.50	x	\$161	= \$1,369	\$1,352	Flat	99%	\$1,369	Flat	100%	
14	Eligible Facility Request Permit Pre-Submittal Meeting	2.00	x	\$161	= \$322	\$318	Flat	99%	\$322	Flat	100%	
15	Zoning Confirmation Letter	1.25	x	\$161	= \$201	\$199	Flat	99%	\$201	Flat	100%	
16	Bingo Permit					\$50	Flat	n/a	\$50	Flat		[d]
17	Appeal (City Council)	14.50	x	\$161	= \$2,335	\$750	Flat	32%	\$750	Flat	32%	[e]
<b>Deposit-Based Fee Services</b>												
18	Change Plan	16.00	x	\$161	= \$2,576	\$2,000	Deposit	99%	\$2,500	Deposit	100%	
19	Conditional Use Permit	28.75	x	\$161	= \$4,629	\$4,000	Deposit	99%	\$4,500	Deposit	100%	
20	Development Agreement	133.50	x	\$161	= \$21,494	\$10,000	Deposit	99%	\$10,000	Deposit	100%	
21	Environmental Impact Report	varies	x	\$161	= varies	\$10,000	Deposit	99%	\$10,000	Deposit	100%	
22	General Plan Amendment	131.50	x	\$161	= \$21,172	\$10,000	Deposit	99%	\$10,000	Deposit	100%	
23	Zoning Code Amendment	131.50	x	\$161	= \$21,172	\$10,000	Deposit	99%	\$10,000	Deposit	100%	
24	Initial Study/Neg. Dec./Mitigated Neg Dec.	varies	x	\$161	= varies	\$5,000	Deposit	99%	\$5,000	Deposit	100%	
25	Sign Program	19.00	x	\$161	= \$3,059	\$2,500	Deposit	99%	\$3,000	Deposit	100%	
26	Site Development Permit	28.00	x	\$161	= \$4,508	\$4,000	Deposit	99%	\$4,500	Deposit	100%	
27	Lot Line Adjustment	16.00	x	\$161	= \$2,576	\$2,000	Deposit	99%	\$2,500	Deposit	100%	
28	Specific Plan	133.50	x	\$161	= \$21,494	\$10,000	Deposit	99%	\$10,000	Deposit	100%	
29	Variance	25.00	x	\$161	= \$4,025	\$3,500	Deposit	99%	\$4,000	Deposit	100%	
30	Zone Change	116.50	x	\$161	= \$18,757	\$10,000	Deposit	99%	\$10,000	Deposit	100%	
31	Other Services Not Identified	varies	x	\$161	= varies	varies	Deposit	99%	varies	Deposit	100%	

**Notes**

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

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

[c] A pass-through of any noticing fees will also be collected from the applicant (e.g. mailing costs, newspaper publication).

[d] Fee limited by California Penal Code Section 326.5.

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

\* The City Manager may waive planning fees for activities associated with City projects or contracts.

\*\* Deposit-based fee services include processing of the principal application and, when applicable, required landscape documentation packages and/or water quality management plans.

## Calculation of the Costs of Providing Fee Related Services

### Encroachment Permits and Grading Permits

City of Laguna Woods  
 Study of Building, Planning, Encroachment, and Grading Permit Fees  
 Cost of Service Calculation - Encroachment Permit and Grading Permit Fees

Fee Description		Cost of Service (Summary)				Current and Proposed Cost Recovery					Notes		
		Est. Labor Time (Hours)	x	Fully Burdened Hourly Rate	= Cost of Service	Current Fee		Current Cost Recovery	Proposed Fee Assuming Full Cost Recovery			Proposed Cost Recovery	
<b>Encroachment Permits</b>													
<b>Minor Projects</b>													
1	Landscape Maintenance	1.50	x	\$188	=	\$282	\$275	flat	98%	\$280	flat	99%	
2	Temporary Staging	1.50	x	\$188	=	\$282	\$275	flat	98%	\$280	flat	99%	
3	Traffic Control Only	2.00	x	\$188	=	\$376	\$370	flat	98%	\$375	flat	100%	
4	Utilities Structure Inspection	2.50	x	\$188	=	\$470	\$460	flat	98%	\$470	flat	100%	
5	Pole Replacement	2.50	x	\$188	=	\$470	\$460	flat	98%	\$470	flat	100%	
<b>Major Projects</b>													
6	Major Project												[a]
	a) First Day	4.00	x	\$188	=	\$752	\$740	flat	98%	\$750	flat	100%	
	b) Each Additional Day	1.50	x	\$188	=	\$282	\$275	per day	98%	\$280	per day	99%	
7	Projects Greater Than Two Weeks in Duration	varies	x	\$188	=	varies	\$3,000	deposit	varies	\$3,000	deposit	100%	
<b>Grading Permits</b>													
1	Grading Plan Check and Inspection	varies	x	\$188	=	varies	\$2,500	deposit	varies	\$2,500	deposit	100%	

**Notes**  
 [a] Major Projects include ground disturbing activities, projects lasting longer than three days, or projects that require permanent traffic control for the duration of the project (e.g. excavation, trenching, boring, etc.).  
 \* The City Manager may waive encroachment and grading permit fees for activities associated with City projects or contracts.

Working Version of the Master Fee Schedule

ITEM 7.3 - Attachment A

City of Laguna Woods								
Working Version of the Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items								
	Fee Description	Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Increase (Decrease) Amount	Modified Cost Recovery	Notes
1	New or Existing Water Heater Change Out	\$101	\$103	98%	\$103	\$2	100%	
2	Water Heater Relocation	\$177	\$181	98%	\$181	\$4	100%	
3	Tub to Tub Insert Only	\$190	\$195	98%	\$195	\$5	100%	
4	Tub to Tub Tile Back Only	\$258	\$264	98%	\$264	\$6	100%	
5	Shower to Shower Insert Only	\$190	\$195	98%	\$195	\$5	100%	
6	Shower to Shower Tile Only	\$326	\$334	98%	\$334	\$8	100%	
7	Tub to Shower Only	\$326	\$334	98%	\$334	\$8	100%	
8	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$101	\$103	98%	\$103	\$2	100%	
9	Water/Drain Line (Install/Alter/Repair) with Structural	\$258	\$264	98%	\$264	\$6	100%	
10	Line Repair (CIPP)/Svc Install - First 30 LF	\$109	\$111	98%	\$111	\$3	100%	
11	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$68	\$70	98%	\$70	\$2	100%	
12	Plumbing Repipe	\$244	\$250	98%	\$250	\$6	100%	
13	New HVAC / HVAC Change in Type - Residential	\$190	\$195	98%	\$195	\$5	100%	
14	Ventilation Modifications	\$210	\$215	98%	\$215	\$5	100%	
15	Electrical - New Fixtures/Receptacles	\$109	\$111	98%	\$111	\$3	100%	
16	Mechanical - New Fixtures/Receptacles	varies	\$111	98%	\$111	varies	100%	
17	Plumbing - New Fixtures/Receptacles	varies	\$111	98%	\$111	varies	100%	
18	Electrical Panel Modification	\$338	\$346	98%	\$346	\$8	100%	
19	Electrical Panel Change Out	\$181	\$186	98%	\$186	\$4	100%	
20	New Washer/Dryer Hook Up	\$134	\$138	98%	\$138	\$3	100%	
21	Electrical Wheelchair Lift	\$530	\$543	98%	\$543	\$13	100%	
22	Temporary Power Pole	\$141	\$145	98%	\$145	\$3	100%	
23	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$168	\$173	98%	\$173	\$4	100%	
24	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	\$33	\$33	98%	\$33	\$1	100%	[b]
25	Re-Roof (All Other) - First 1,000 SF	\$204	\$209	98%	\$209	\$5	100%	
26	Re-Roof (All Other) - Each Add'l 5,000 SF	\$33	\$33	98%	\$33	\$1	100%	[b]
27	Fenestration - Skylights/Solartubes - Fire-Rated	\$190	\$195	98%	\$195	\$5	100%	
28	Fenestration - Skylights/Solartubes - Non-Rated	\$143	\$146	98%	\$146	\$4	100%	
29	Fenestration - Window Retrofit	\$156	\$160	98%	\$160	\$4	100%	
30	Fenestration - Doors/Windows (One New - Framed)	\$224	\$230	98%	\$230	\$6	100%	[c]
31	Structural, Drywall	\$149	\$153	98%	\$153	\$4	100%	
32	Structural, Insulation, Drywall	\$217	\$223	98%	\$223	\$5	100%	
33	Lath	\$236	\$242	98%	\$242	\$6	100%	
34	Structural, Insulation, Lath	\$353	\$362	98%	\$362	\$9	100%	
35	Structural, Insulation, Shear, Lath	\$584	\$598	98%	\$598	\$14	100%	
36	Fire Sprinkler Plans - New	\$217	\$223	98%	\$223	\$5	100%	
37	Fire Sprinkler Plans - Modified	\$136	\$139	98%	\$139	\$3	100%	
38	Fire Assessment Review	\$196	\$200	98%	\$200	\$5	100%	
39	Framing/Structural - 1 inspection	\$312	\$320	98%	\$320	\$8	100%	[d]
40	Framing/Structural - 2 inspections	\$380	\$390	98%	\$390	\$9	100%	[d]
41	Framing/Structural - 3 inspections	\$448	\$459	98%	\$459	\$11	100%	[d]
42	Framing/Structural - More than 3 inspections							
	a) Base Fee (covers up to 3 inspections)	\$448	\$459	98%	\$459	\$11	100%	[d]
	b) Each additional inspection	\$68	\$70	98%	\$70	\$2	100%	[d]
43	Temporary Shade Structure (Commercial)	\$312	\$320	98%	\$320	\$8	100%	
44	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$217	\$223	98%	\$223	\$5	100%	
45	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$326	\$334	98%	\$334	\$8	100%	
46	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$550	\$564	98%	\$564	\$14	100%	
47	Patio Conversion	\$1,087	\$1,113	98%	\$1,113	\$27	100%	

ITEM 7.3 - Attachment A

City of Laguna Woods								
Working Version of the Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items								
	Fee Description	Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Increase (Decrease) Amount	Modified Cost Recovery	Notes
48	Atrium Conversion	\$1,087	\$1,113	98%	\$1,113	\$27	100%	
49	Garage Conversion/Alteration	\$951	\$974	98%	\$974	\$23	100%	
50	Alteration - Residential (Res.) Kitchen	\$421	\$431	98%	\$431	\$10	100%	
51	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$489	\$501	98%	\$501	\$12	100%	
52	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$557	\$571	98%	\$571	\$14	100%	[e]
53	Alteration - Res. Kitchen, plus 1 Bath	\$489	\$501	98%	\$501	\$12	100%	
54	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$557	\$571	98%	\$571	\$14	100%	
55	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	\$557	\$571	98%	\$571	\$14	100%	[e]
56	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	\$625	\$640	98%	\$640	\$15	100%	[e]
57	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$625	\$640	98%	\$640	\$15	100%	[e]
58	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND	\$693	\$710	98%	\$710	\$17	100%	[e]
59	Alteration/Remodel - Res. 1 Bath	\$285	\$292	98%	\$292	\$7	100%	
60	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$421	\$431	98%	\$431	\$10	100%	
61	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$489	\$501	98%	\$501	\$12	100%	[e]
62	Room Addition	\$978	\$1,002	98%	\$1,002	\$24	100%	
63	Alteration/Remodel w/ Room Addition	\$1,386	\$1,420	98%	\$1,420	\$34	100%	
64	Sign (Wall) - First	\$190	\$195	98%	\$195	\$5	100%	
65	Sign (Wall) - Each Add'l	\$14	\$14	98%	\$14	\$0	100%	
66	Sign (Monument) - First	\$312	\$320	98%	\$320	\$8	100%	
67	Sign (Monument) - Each Add'l	\$27	\$28	98%	\$28	\$1	100%	
68	Antenna - Telecommunications	\$598	\$612	98%	\$612	\$15	100%	
69	Antenna - Equipment Shelter	\$285	\$292	98%	\$292	\$7	100%	
70	Solar - Residential Systems (Expedited Process)	\$272	\$278	98%	\$278	\$7	100%	[f]
71	Solar - Residential Systems (All Others) - See note for > 15kW or 10kWth	\$450	\$501	90%	\$450	\$0	90%	[f]
72	Solar - Commercial Systems - See note for > 50kW or 30kWth	\$1,000	\$1,420	70%	\$1,000	\$0	70%	[g]
73	Demolition - Residential	\$190	\$195	98%	\$195	\$5	100%	
74	Demolition - Non-Residential	\$408	\$418	98%	\$418	\$10	100%	
75	Certificate of Occupancy - Temporary	\$101	\$103	98%	\$103	\$2	100%	
76	Certificate of Occupancy	\$304	\$312	98%	\$312	\$7	100%	
77	Sleeping Room Covenant - Recording Fee	\$122	\$125	98%	\$125	\$3	100%	
78	Miscellaneous/All Other - First Inspection	\$101	\$103	98%	\$103	\$2	100%	
79	Miscellaneous/All Other - Each Add'l Inspection	\$68	\$70	98%	\$70	\$2	100%	
80	Miscellaneous/All Other - Plan Check (Per Hr)	\$163	\$167	98%	\$167	\$4	100%	
81	Plan Revision - Non-Structural - (Per Hr)	\$163	\$167	98%	\$167	\$4	100%	
82	Plan Revision - Structural - (Per Hr)	\$163	\$167	98%	\$167	\$4	100%	
83	Work Without Permit - Non-Destructive Inspection Required	\$217	\$223	98%	\$223	\$5	100%	
84	Work Without Permit - Destructive Inspection Required	\$380	\$390	98%	\$390	\$9	100%	
85	Re-Inspection - Missed Appointment	\$68	\$70	98%	\$70	\$2	100%	
86	Inspection Outside of Normal Business Hours (Per Hr)	\$204	\$209	98%	\$209	\$5	100%	
87	Expedited Plan Review of Residential Remodels	125% of standard		98%	125% of standard fee		100%	
88	Additional Inspections	\$101	\$103	98%	\$103	\$2	100%	
89	Replacement Job Card	\$33	\$33	98%	\$33	\$1	100%	
90	Permit Extension	\$82	\$84	98%	\$84	\$2	100%	
91	Change of Contractor, Architect, Owner Processing	\$82	\$84	98%	\$84	\$2	100%	
92	Expired Permit	\$163	\$167	98%	\$167	\$4	100%	
93	Cancelled Permit Refund Processing Fee	\$82	\$84	98%	\$84	\$2	100%	
94	Copy and Printing Charge	\$14	\$14	98%	\$14	\$0	100%	

**City of Laguna Woods**  
**Working Version of the Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items**

Fee Description		Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Increase (Decrease) Amount	Modified Cost Recovery	Notes
95	State Energy Form Assistance (Upon Request) (Per Page)	\$4	\$42	10%	\$4	\$0	10%	
96	Building and Safety Appeal Application	\$163	\$167	98%	\$167	\$4	100%	
97	Alternate Materials Method Review (Per Hr)	\$163	\$167	98%	\$167	\$4	100%	

**Notes**

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

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

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

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

[e] Other may include items such as water-heater change-out or water heater relocation, and/or minor hook-ups associated with the alteration or remodel.

[f] California Government Code Section 66015(a)(1), establishes maximum fees for residential solar energy systems. For photovoltaic systems, fees shall not exceed \$450 plus \$15 per kW for each kilowatt above 15kW. For thermal systems, fees shall not exceed \$450, plus \$15 per kWth for each kilowatt thermal above 10kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

[g] California Government Code Section 66015(b)(1), establishes maximum fees for commercial solar energy systems. Fees shall not exceed \$1,000 for systems up to 50kW plus \$7 per kilowatt for each kilowatt between 51kW and 250kW, plus \$5 for each kilowatt above 250kW. For thermal systems, fees shall not exceed \$1,000 up to the 30kWth, plus \$7 per kWth for each kWth between the 30th and 260th kWth, plus \$5 for each kWth above 260kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

\* In accordance with California Health and Safety Code Section 17951.5, the City may waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability to accommodate that disability.

\*\* In accordance with California Health and Safety Code Section 17951.7, the City may waive or reduce all building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability.

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## City of Laguna Woods

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

Construction Class		SqFt	Current Fee	Est. Cost of Svc	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery [a]	Increase (Decrease) Amount	Modified Cost Recovery
1	Shell Building	500	\$2,445	\$2,505	98%	\$2,505	\$60	100%
	New Construction	2,000	\$3,668	\$3,758	98%	\$3,758	\$90	100%
		5,000	\$4,890	\$5,010	98%	\$5,010	\$120	100%
		10,000	\$6,113	\$6,263	98%	\$6,263	\$150	100%
		20,000	\$8,150	\$8,350	98%	\$8,350	\$200	100%
		> 20,000	varies	varies		deposit		
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$815	\$835	98%	\$835	\$20	100%
		250	\$1,223	\$1,253	98%	\$1,253	\$30	100%
		500	\$1,630	\$1,670	98%	\$1,670	\$40	100%
		1,000	\$2,038	\$2,088	98%	\$2,088	\$50	100%
		2,500	\$2,608	\$2,672	98%	\$2,672	\$64	100%
		> 2,500	varies	varies		deposit		
3	All Other New Construction	500	\$3,912	\$4,008	98%	\$4,008	\$96	100%
		2,000	\$5,868	\$6,012	98%	\$6,012	\$144	100%
		5,000	\$7,824	\$8,016	98%	\$8,016	\$192	100%
		10,000	\$9,780	\$10,020	98%	\$10,020	\$240	100%
		20,000	\$13,040	\$13,360	98%	\$13,360	\$320	100%
		> 20,000	varies	varies		deposit		
4	Tenant Improvements New Construction	250	\$652	\$668	98%	\$668	\$16	100%
		500	\$978	\$1,002	98%	\$1,002	\$24	100%
		1,000	\$1,304	\$1,336	98%	\$1,336	\$32	100%
		2,500	\$1,630	\$1,670	98%	\$1,670	\$40	100%
		5,000	\$2,160	\$2,213	98%	\$2,213	\$53	100%
		> 5,000	varies	varies		deposit		

## Notes

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

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\*\* In accordance with California Health and Safety Code Section 17951.7, the City may waive or reduce all building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability.

\*\*\* The City Manager may waive building permit fees for activities associated with City projects or contracts.

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

Fee Description		Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Increase (Decrease) Amount	Modified Cost Recovery	Notes
<b>Fixed Fee Services</b>								
1	Film Permit	\$636	\$644	99%	\$644	\$8	100%	[a]
2	Address Establishment/Change	\$398	\$403	99%	\$403	\$5	100%	
3	Notice of Exemption	\$318	\$322	99%	\$322	\$4	100%	[b]
4	Outdoor Seating Permit	\$398	\$403	99%	\$403	\$5	100%	
5	Sign Permit - Part of Sign Program	\$119	\$121	99%	\$121	\$2	100%	
6	Sign Permit - Permanent	\$318	\$322	99%	\$322	\$4	100%	
7	Sign Permit - Temporary	\$80	\$81	99%	\$81	\$1	100%	
8	Sign Permit - Community Facilities/Open Space Annual	\$80	\$81	99%	\$81	\$1	100%	
9	Special Event Permit	\$318	\$322	99%	\$322	\$4	100%	
10	Temporary Use Permit	\$636	\$644	99%	\$644	\$8	100%	
11	Tree Removal Permit	\$239	\$242	99%	\$242	\$3	100%	
12	Wireless Use Permit Filing Fee	\$1,829	\$1,852	99%	\$1,852	\$23	100%	[c]
13	Eligible Facility Request Permit Filing Fee	\$1,352	\$1,369	99%	\$1,369	\$17	100%	
14	Eligible Facility Request Permit Pre-Submittal Meeting	\$318	\$322	99%	\$322	\$4	100%	
15	Zoning Confirmation Letter	\$199	\$201	99%	\$201	\$3	100%	
16	Bingo Permit	\$50		n/a	\$50	\$0	n/a	[d]
17	Appeal (City Council)	\$750	\$2,335	32%	\$750	\$0	32%	

Fee Description		Current Initial Deposit	Est. Cost of Service	Current Cost Recovery	Modified Deposit [d]	Increase (Decrease)	Modified Cost Recovery	Notes
<b>Deposit-Based Fee Services</b>								[e]
18	Change Plan	\$2,000	\$2,576	99%	\$2,500	\$500	100%	
19	Conditional Use Permit	\$4,000	\$4,629	99%	\$4,500	\$500	100%	
20	Development Agreement	\$10,000	\$21,494	99%	\$10,000	\$0	100%	
21	Environmental Impact Report	\$10,000	varies	99%	\$10,000	\$0	100%	
22	General Plan Amendment	\$10,000	\$21,172	99%	\$10,000	\$0	100%	
23	Zoning Code Amendment	\$10,000	\$21,172	99%	\$10,000	\$0	100%	
24	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$5,000	varies	99%	\$5,000	\$0	100%	
25	Sign Program	\$2,500	\$3,059	99%	\$3,000	\$500	100%	
26	Site Development Permit	\$4,000	\$4,508	99%	\$4,500	\$500	100%	
27	Lot Line Adjustment	\$2,000	\$2,576	99%	\$2,500	\$500	100%	
28	Specific Plan	\$10,000	\$21,494	99%	\$10,000	\$0	100%	
29	Variance	\$3,500	\$4,025	99%	\$4,000	\$500	100%	
30	Zone Change	\$10,000	\$18,757	99%	\$10,000	\$0	100%	
31	Other Services Not Identified	varies	varies	99%	varies			

**Notes**

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

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

[c] A pass-through of any noticing fees will also be collected from the applicant (e.g. mailing costs, newspaper publication).

[d] Fee limited by California Penal Code Section 326.5.

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

\* The City Manager may waive planning fees for activities associated with City projects or contracts.

\*\* Deposit-based fee services include processing of the principal application and, when applicable, required landscape documentation packages and/or water quality management plans.

## City of Laguna Woods

### Working Version of the Schedule of Encroachment Permit and Grading Permit Fees

Fee Description		Current Fee	Est. Cost of Service	Modified Fee Assuming Full Cost Recovery	Unit	Increase (Decrease) Amount	Modified Cost Recovery	Notes
<b>Encroachment Permits</b>								
<b>Minor Projects</b>								
1	Landscape Maintenance	\$275	\$282	\$280	flat	\$5	99%	
2	Temporary Staging	\$275	\$282	\$280	flat	\$5	99%	
3	Traffic Control Only	\$370	\$376	\$375	flat	\$5	100%	
4	Utilities Structure Inspection	\$460	\$470	\$470	flat	\$10	100%	
5	Pole Replacement	\$460	\$470	\$470	flat	\$10	100%	
<b>Major Projects</b>								
6	Major Project							[a]
	a) First Day	\$740	\$752	\$750	flat	\$10	100%	
	b) Each Additional Day	\$275	\$282	\$280	per day	\$5	99%	
7	Projects Greater Than Two Weeks in Duration	\$3,000	varies	\$3,000	deposit	\$0	100%	

Fee Description		Current Fee	Est. Cost of Service	Modified Fee Assuming Full Cost Recovery	Unit	Increase (Decrease) Amount	Modified Cost Recovery	Notes
<b>Grading Permits</b>								
1	Grading Plan Check and Inspection	\$2,500	varies	\$2,500	deposit	varies	100%	

#### Notes

[a] Major Projects include ground disturbing activities, projects lasting longer than three days, or projects that require permanent traffic control for the duration of the project (e.g. excavation, trenching, boring, etc.).

\* The City Manager may waive encroachment and grading permit fees for activities associated with City projects or contracts.

## Master Fee Schedule

## City of Laguna Woods

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

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
1	New or Existing Water Heater Change Out	\$103	
2	Water Heater Relocation	\$181	
3	Tub to Tub Insert Only	\$195	
4	Tub to Tub Tile Back Only	\$264	
5	Shower to Shower Insert Only	\$195	
6	Shower to Shower Tile Only	\$334	
7	Tub to Shower Only	\$334	
8	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$103	
9	Water/Drain Line (Install/Alter/Repair) with Structural	\$264	
10	Line Repair (CIPP)/Svc Install - First 30 LF	\$111	
11	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$70	
12	Plumbing Repipe	\$250	
13	New HVAC / HVAC Change in Type - Residential	\$195	
14	Ventilation Modifications	\$215	
15	Electrical - New Fixtures/Receptacles	\$111	
16	Mechanical - New Fixtures/Receptacles	\$111	
17	Plumbing - New Fixtures/Receptacles	\$111	
18	Electrical Panel Modification	\$346	
19	Electrical Panel Change Out	\$186	
20	New Washer/Dryer Hook Up	\$138	
21	Electrical Wheelchair Lift	\$543	
22	Temporary Power Pole	\$145	
23	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$173	
24	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	\$33	[b]
25	Re-Roof (All Other) - First 1,000 SF	\$209	
26	Re-Roof (All Other) - Each Add'l 5,000 SF	\$33	[b]
27	Fenestration - Skylights/Solartubes - Fire-Rated	\$195	
28	Fenestration - Skylights/Solartubes - Non-Rated	\$146	
29	Fenestration - Window Retrofit	\$160	
30	Fenestration - Doors/Windows (One New - Framed)	\$230	[c]
31	Structural, Drywall	\$153	
32	Structural, Insulation, Drywall	\$223	
33	Lath	\$242	
34	Structural, Insulation, Lath	\$362	
35	Structural, Insulation, Shear, Lath	\$598	
36	Fire Sprinkler Plans - New	\$223	
37	Fire Sprinkler Plans - Modified	\$139	
38	Fire Assessment Review	\$200	
39	Framing/Structural - 1 inspection	\$320	[d]
40	Framing/Structural - 2 inspections	\$390	[d]
41	Framing/Structural - 3 inspections	\$459	[d]

## City of Laguna Woods

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

	Fee Description	[a] Fee Assuming Full or Targeted Cost Recovery	Notes
42	Framing/Structural - More than 3 inspections		
	a) Base Fee (covers up to 3 inspections)	\$459	[d]
	b) Each additional inspection	\$70	[d]
43	Temporary Shade Structure (Commercial)	\$320	
44	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$223	
45	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$334	
46	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$564	
47	Patio Conversion	\$1,113	
48	Atrium Conversion	\$1,113	
49	Garage Conversion/Alteration	\$974	
50	Alteration - Residential (Res.) Kitchen	\$431	
51	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$501	
52	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$571	[e]
53	Alteration - Res. Kitchen, plus 1 Bath	\$501	
54	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$571	
55	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	\$571	[e]
56	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	\$640	[e]
57	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$640	[e]
58	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	\$710	[e]
59	Alteration/Remodel - Res. 1 Bath	\$292	
60	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$431	
61	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$501	[e]
62	Room Addition	\$1,002	
63	Alteration/Remodel w/ Room Addition	\$1,420	
64	Sign (Wall) - First	\$195	
65	Sign (Wall) - Each Add'l	\$14	
66	Sign (Monument) - First	\$320	
67	Sign (Monument) - Each Add'l	\$28	
68	Antenna - Telecommunications	\$612	
69	Antenna - Equipment Shelter	\$292	
70	Solar - Residential Systems (Expedited Process)	\$278	[f]
71	Solar - Residential Systems (All Others) - See note for > 15kW or 10kWth	\$450	[f]
72	Solar - Commercial Systems - See note for > 50kW or 30kWth	\$1,000	[g]
73	Demolition - Residential	\$195	
74	Demolition - Non-Residential	\$418	
75	Certificate of Occupancy - Temporary	\$103	
76	Certificate of Occupancy	\$312	
77	Sleeping Room Covenant - Recording Fee	\$125	
78	Miscellaneous/All Other - First Inspection	\$103	
79	Miscellaneous/All Other - Each Add'l Inspection	\$70	
80	Miscellaneous/All Other - Plan Check (Per Hr)	\$167	

## City of Laguna Woods

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

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
81	Plan Revision - Non-Structural - (Per Hr)	\$167	
82	Plan Revision - Structural - (Per Hr)	\$167	
83	Work Without Permit - Non-Destructive Inspection Required	\$223	
84	Work Without Permit - Destructive Inspection Required	\$390	
85	Re-Inspection - Missed Appointment	\$70	
86	Inspection Outside of Normal Business Hours (Per Hr)	\$209	
87	Expedited Plan Review of Residential Remodels	125% of standard fee	
88	Additional Inspections	\$103	
89	Replacement Job Card	\$33	
90	Permit Extension	\$84	
91	Change of Contractor, Architect, Owner Processing	\$84	
92	Expired Permit	\$167	
93	Cancelled Permit Refund Processing Fee	\$84	
94	Copy and Printing Charge	\$14	
95	State Energy Form Assistance (Upon Request) (Per Page)	\$4	
96	Building and Safety Appeal Application	\$167	
97	Alternate Materials Method Review (Per Hr)	\$167	

#### Notes

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

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

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

[e] Other may include items such as water-heater change-out or water heater relocation, and/or minor hook-ups associated with the alteration or remodel.

[f] California Government Code Section 66015(a)(1), establishes maximum fees for residential solar energy systems. For photovoltaic systems, fees shall not exceed \$450 plus \$15 per kW for each kilowatt above 15kW. For thermal systems, fees shall not exceed \$450, plus \$15 per kWth for each kilowatt thermal above 10kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

[g] California Government Code Section 66015(b)(1), establishes maximum fees for commercial solar energy systems. Fees shall not exceed \$1,000 for systems up to 50kW plus \$7 per kilowatt for each kilowatt between 51kW and 250kW, plus \$5 for each kilowatt above 250kW. For thermal systems, fees shall not exceed \$1,000 up to the 30kWth, plus \$7 per kWth for each kWth between the 30th and 260th kWth, plus \$5 for each kWth above 260kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

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## City of Laguna Woods

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

Description	Project Size Threshold	Plan Check [a]		Permit [a]		Total [a]	
		Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF
1 Shell Building New Construction	500	\$1,253	\$29.23	\$1,253	\$54.28	\$2,505	\$83.50
	2,000	\$1,691	\$18.79	\$2,067	\$22.96	\$3,758	\$41.75
	5,000	\$2,255	\$11.27	\$2,756	\$13.78	\$5,010	\$25.05
	10,000	\$2,818	\$5.22	\$3,444	\$15.66	\$6,263	\$20.88
	20,000	\$3,340	varies	\$5,010	varies	\$8,350	varies
	> 20,000	varies		varies		varies	
2 Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$292	\$97.42	\$543	\$180.92	\$835	\$278.33
	250	\$438	\$58.45	\$814	\$108.55	\$1,253	\$167.00
	500	\$585	\$29.23	\$1,086	\$54.28	\$1,670	\$83.50
	1,000	\$731	\$13.64	\$1,357	\$25.33	\$2,088	\$38.97
	2,500	\$935	varies	\$1,737	varies	\$2,672	varies
	> 2,500	varies		varies		varies	
3 All Other New Construction	500	\$2,004	\$46.76	\$2,004	\$86.84	\$4,008	\$133.60
	2,000	\$2,705	\$30.06	\$3,307	\$36.74	\$6,012	\$66.80
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	20,000	\$5,344	varies	\$8,016	varies	\$13,360	varies
	> 20,000	varies		varies		varies	
4 Tenant Improvements New Construction	250	\$234	\$46.76	\$434	\$86.84	\$668	\$133.60
	500	\$351	\$23.38	\$651	\$43.42	\$1,002	\$66.80
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	5,000	\$774	varies	\$1,438	varies	\$2,213	varies
	> 5,000	varies		varies		varies	

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

\* In accordance with California Health and Safety Code Section 17951.5, the City may waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability to accommodate that disability.

\*\* In accordance with California Health and Safety Code Section 17951.7, the City may waive or reduce all building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability.

\*\*\* The City Manager may waive building permit fees for activities associated with City projects or contracts.



City of Laguna Woods		
Schedule of Building Fees		
Fee Description	Fee *	Notes
<b>Strong Motion Instrumentation Program (SMIP)</b>		[a]
<b>Fee Calculation</b>		
1 Residential (1-3 Story)	\$0.50 or valuation x 0.00013	
2 Commercial or Residential (4+ Story)	\$0.50 or valuation x 0.00028	
<b>Building Standards Administration Special Revolving Fund (SB 1473) Fee Calculation</b>		[b]
3 Valuation:		
a) \$1 - \$25,000	\$1	
b) \$25,001 - \$50,000	\$2	
c) \$50,001 - \$75,000	\$3	
d) \$75,001 - \$100,000	\$4	
e) Every \$25,000 or fraction thereof above \$100,000	Add \$1	

**Notes**

[a] Source: California Public Resources Code Section 2705

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

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

City of Laguna Woods			
Schedule of Planning Fees			
Fee Description		Fee Assuming Full or Targeted Cost Recovery	Notes
<b>Fixed Fee Services</b>			
1	Film Permit	\$644	[a]
2	Address Establishment/Change	\$403	
3	Notice of Exemption	\$322	[b]
4	Outdoor Seating Permit	\$403	
5	Sign Permit - Part of Sign Program	\$121	
6	Sign Permit - Permanent	\$322	
7	Sign Permit - Temporary	\$81	
8	Sign Permit - Community Facilities/Open Space Annual	\$81	
9	Special Event Permit	\$322	
10	Temporary Use Permit	\$644	
11	Tree Removal Permit	\$242	
12	Wireless Use Permit Filing Fee	\$1,852	[c]
13	Eligible Facility Request Permit Filing Fee	\$1,369	
14	Eligible Facility Request Permit Pre-Submittal Meeting	\$322	
15	Zoning Confirmation Letter	\$201	
16	Bingo Permit	\$50	[d]
17	Appeal (City Council)	\$750	
Fee Description		Initial Deposit [d]	Notes
<b>Deposit-Based Fee Services</b>			[e]
18	Change Plan	\$2,500	
19	Conditional Use Permit	\$4,500	
20	Development Agreement	\$10,000	
21	Environmental Impact Report	\$10,000	
22	General Plan Amendment	\$10,000	
23	Zoning Code Amendment	\$10,000	
24	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$5,000	
25	Sign Program	\$3,000	
26	Site Development Permit	\$4,500	
27	Lot Line Adjustment	\$2,500	
28	Specific Plan	\$10,000	
29	Variance	\$4,000	
30	Zone Change	\$10,000	
31	Other Services Not Identified	varies	

**Notes**

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

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

[c] A pass-through of any noticing fees will also be collected from the applicant (e.g. mailing costs, newspaper publication).

[d] Fee limited by California Penal Code Section 326.5.

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

\* The City Manager may waive planning fees for activities associated with City projects or contracts.

\*\* Deposit-based fee services include processing of the principal application and, when applicable, required landscape documentation packages and/or water quality management plans.

## City of Laguna Woods

### Schedule of Encroachment Permit and Grading Permit Fees

Fee Description		Fee Assuming Full Cost Recovery	Unit	Notes
<b>Encroachment Permits</b>				
<b>Minor Projects</b>				
1	Landscape Maintenance	\$280	flat	
2	Temporary Staging	\$280	flat	
3	Traffic Control Only	\$375	flat	
4	Utilities Structure Inspection	\$470	flat	
5	Pole Replacement	\$470	flat	
<b>Major Projects</b>				
6	Major Project			[a]
	a) First Day	\$750	flat	
	b) Each Additional Day	\$280	per day	
7	Projects Greater Than Two Weeks in Duration	\$3,000	deposit	

Fee Description		Fee Assuming Full Cost Recovery	Unit	Notes
<b>Grading Permits</b>				
1	Grading Plan Check and Inspection	\$2,500	deposit	

For service requests, which have no fees listed in this Master Fee Schedule, the City Manager or his/her designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity.

Fee Description		Fee	Unit	Notes
1	City Engineer	\$188	per hour	
2	Other Staff/Outside Service Providers	100%	of actual costs, plus indirect cost rate	

#### Notes

[a] Major Projects include ground disturbing activities, projects lasting longer than three days, or projects that require permanent traffic control for the duration of the project (e.g. excavation, trenching, boring, etc.).

\* The City Manager may waive encroachment and grading permit fees for activities associated with City projects or contracts.

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**RESOLUTION NO. 23-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND INCREASED OR MODIFIED BUILDING AND PLANNING SERVICES FEES, AND ENCROACHMENT AND GRADING PERMIT FEES; AND DETERMINING AND CERTIFYING THAT THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

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

**WHEREAS**, California Health and Safety Code Section 17951.5 authorizes cities to waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability that are made to accommodate that disability; and

**WHEREAS**, California Health and Safety Code Section 17951.7 authorizes cities to waive or reduce all building permit fees for improvements to the home of a person at least 60 years of age with a qualifying disability that are made to accommodate that disability, subject to the adoption of an ordinance to establish a standard application form that may be used to apply for the waiver or reduction, including the requirements for proof of a qualifying disability; and

**WHEREAS**, the City retained a qualified consultant to prepare a Building, Planning, Encroachment, and Grading Permit Fee Study and Central Service Cost Allocation Plan and Indirect Cost Rate Calculation-Full Cost Plan upon which to base fee calculations. Both documents are now complete and were reviewed with the City Council and public at the regular meeting on June 21, 2023; and

**WHEREAS**, the City Council conducted a duly noticed public hearing at its regular meeting on June 21, 2023 regarding the proposed adoption of new and increased or modified building, planning, encroachment, and grading permit fees; and

**WHEREAS**, public noticing for the aforementioned public hearing included

publication of the notice in the *Laguna Woods Globe* on June 1, 2023 and June 8, 2023, posting of the notice on the City’s website beginning on June 1, 2023, and transmittal to those parties that requested such notification pursuant to California Government Code Section 66016; and

**WHEREAS**, the Building, Planning, Encroachment, and Grading Permit Fee Schedule attached hereto as Exhibit A; the Building, Planning, Encroachment, and Grading Permit Fee Study; and, the Central Service Cost Allocation Plan and Indirect Cost Rate Calculation-Full Cost Plan were made available to the public at or from City Hall and on the City’s website beginning on June 1, 2023; and

**WHEREAS**, after consideration of the information provided by City staff, the information contained in the Building, Planning, Encroachment, and Grading Permit Fee Study and the Central Service Cost Allocation Plan and Indirect Cost Rate Calculation-Full Cost Plan, and all public comments and testimony received, the City Council finds that it is in the best interest of the City to adopt new and increase or modify fees for building, planning, encroachment, and grading permits.

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

**SECTION 1.** The Building, Planning, Encroachment, and Grading Permit Fee Schedule attached hereto as Exhibit A is hereby adopted to be effective beginning on August 21, 2023. In adopting such fees, the City Council finds that the amount of the fees do not exceed the reasonable cost of providing the services for which the fees are charged, and relies in part on the Building, Planning, Encroachment, and Grading Permit Fee Study and the Central Service Cost Allocation Plan and Indirect Cost Rate Calculation-Full Cost Plan in making such findings.

**SECTION 2.** Upon the effective date of the Building, Planning, Encroachment, and Grading Permit Fee Schedule attached hereto as Exhibit A, all previous building, planning, encroachment, and grading permit fees adopted by resolution of the City Council shall be repealed.

**SECTION 3.** Upon the effective date of the Building, Planning, Encroachment, and Grading Permit Fee Schedule attached hereto as Exhibit A, the City Manager may waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability that are made to accommodate that

disability, as provided for by California Health and Safety Code Section 17951.5.

**SECTION 4.** Upon the effective date of the City Council’s adoption of an ordinance as required by California Health and Safety Code Section 17951.7(b), the City Manager may waive or reduce all building permit fees for improvements to the home of a veteran with a qualifying disability that are made to accommodate that disability, as provided for by California Health and Safety Code Section 17951.7.

**SECTION 5.** Upon the effective date of the Building, Planning, Encroachment, and Grading Permit Fee Schedule attached hereto as Exhibit A, the City Manager may waive building, planning, encroachment, and grading permit fees for activities associated with City projects or contracts.

**SECTION 6.** After reviewing the entire project record, the City Council hereby finds, determines, and certifies that it can be seen with certainty that this action is not subject to the California Environmental Quality Act (Pub. Resources Code, Sec. 21000 et seq.) (“CEQA”) pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guideline section 15378(b)(4) excludes “government funding mechanisms or other government fiscal activities” from its definition of “project” when they “do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment,” as is the case here. Even if this action were subject to CEQA, it would be categorically exempt under CEQA Guideline section 15273, which applies to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by the City, when such charges are for the purpose of (1) meeting operating expenses, including employee wage rates and fringe benefits, and (2) purchasing or leasing supplies, equipment, or materials – as is the case with the building, planning, encroachment, and grading permit fees. Finally, this action is exempt from CEQA based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 7.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2023.

\_\_\_\_\_  
CYNTHIA S. CONNERS, Mayor

ATTEST:

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 23-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 2023, by the following vote:

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

\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk



## City of Laguna Woods

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

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
1	New or Existing Water Heater Change Out	\$103	
2	Water Heater Relocation	\$181	
3	Tub to Tub Insert Only	\$195	
4	Tub to Tub Tile Back Only	\$264	
5	Shower to Shower Insert Only	\$195	
6	Shower to Shower Tile Only	\$334	
7	Tub to Shower Only	\$334	
8	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$103	
9	Water/Drain Line (Install/Alter/Repair) with Structural	\$264	
10	Line Repair (CIPP)/Svc Install - First 30 LF	\$111	
11	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$70	
12	Plumbing Repipe	\$250	
13	New HVAC / HVAC Change in Type - Residential	\$195	
14	Ventilation Modifications	\$215	
15	Electrical - New Fixtures/Receptacles	\$111	
16	Mechanical - New Fixtures/Receptacles	\$111	
17	Plumbing - New Fixtures/Receptacles	\$111	
18	Electrical Panel Modification	\$346	
19	Electrical Panel Change Out	\$186	
20	New Washer/Dryer Hook Up	\$138	
21	Electrical Wheelchair Lift	\$543	
22	Temporary Power Pole	\$145	
23	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$173	
24	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF	\$33	[b]
25	Re-Roof (All Other) - First 1,000 SF	\$209	
26	Re-Roof (All Other) - Each Add'l 5,000 SF	\$33	[b]
27	Fenestration - Skylights/Solartubes - Fire-Rated	\$195	
28	Fenestration - Skylights/Solartubes - Non-Rated	\$146	
29	Fenestration - Window Retrofit	\$160	
30	Fenestration - Doors/Windows (One New - Framed)	\$230	[c]
31	Structural, Drywall	\$153	
32	Structural, Insulation, Drywall	\$223	
33	Lath	\$242	
34	Structural, Insulation, Lath	\$362	
35	Structural, Insulation, Shear, Lath	\$598	
36	Fire Sprinkler Plans - New	\$223	
37	Fire Sprinkler Plans - Modified	\$139	
38	Fire Assessment Review	\$200	
39	Framing/Structural - 1 inspection	\$320	[d]
40	Framing/Structural - 2 inspections	\$390	[d]
41	Framing/Structural - 3 inspections	\$459	[d]

## City of Laguna Woods

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

	Fee Description	[a] Fee Assuming Full or Targeted Cost Recovery	Notes
42	Framing/Structural - More than 3 inspections		
	a) Base Fee (covers up to 3 inspections)	\$459	[d]
	b) Each additional inspection	\$70	[d]
43	Temporary Shade Structure (Commercial)	\$320	
44	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$223	
45	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$334	
46	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$564	
47	Patio Conversion	\$1,113	
48	Atrium Conversion	\$1,113	
49	Garage Conversion/Alteration	\$974	
50	Alteration - Residential (Res.) Kitchen	\$431	
51	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$501	
52	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$571	[e]
53	Alteration - Res. Kitchen, plus 1 Bath	\$501	
54	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$571	
55	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration/Other	\$571	[e]
56	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration/Other	\$640	[e]
57	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$640	[e]
58	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	\$710	[e]
59	Alteration/Remodel - Res. 1 Bath	\$292	
60	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$431	
61	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$501	[e]
62	Room Addition	\$1,002	
63	Alteration/Remodel w/ Room Addition	\$1,420	
64	Sign (Wall) - First	\$195	
65	Sign (Wall) - Each Add'l	\$14	
66	Sign (Monument) - First	\$320	
67	Sign (Monument) - Each Add'l	\$28	
68	Antenna - Telecommunications	\$612	
69	Antenna - Equipment Shelter	\$292	
70	Solar - Residential Systems (Expedited Process)	\$278	[f]
71	Solar - Residential Systems (All Others) - See note for > 15kW or 10kWth	\$450	[f]
72	Solar - Commercial Systems - See note for > 50kW or 30kWth	\$1,000	[g]
73	Demolition - Residential	\$195	
74	Demolition - Non-Residential	\$418	
75	Certificate of Occupancy - Temporary	\$103	
76	Certificate of Occupancy	\$312	
77	Sleeping Room Covenant - Recording Fee	\$125	
78	Miscellaneous/All Other - First Inspection	\$103	
79	Miscellaneous/All Other - Each Add'l Inspection	\$70	
80	Miscellaneous/All Other - Plan Check (Per Hr)	\$167	

## City of Laguna Woods

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

Fee Description		[a] Fee Assuming Full or Targeted Cost Recovery	Notes
81	Plan Revision - Non-Structural - (Per Hr)	\$167	
82	Plan Revision - Structural - (Per Hr)	\$167	
83	Work Without Permit - Non-Destructive Inspection Required	\$223	
84	Work Without Permit - Destructive Inspection Required	\$390	
85	Re-Inspection - Missed Appointment	\$70	
86	Inspection Outside of Normal Business Hours (Per Hr)	\$209	
87	Expedited Plan Review of Residential Remodels	125% of standard fee	
88	Additional Inspections	\$103	
89	Replacement Job Card	\$33	
90	Permit Extension	\$84	
91	Change of Contractor, Architect, Owner Processing	\$84	
92	Expired Permit	\$167	
93	Cancelled Permit Refund Processing Fee	\$84	
94	Copy and Printing Charge	\$14	
95	State Energy Form Assistance (Upon Request) (Per Page)	\$4	
96	Building and Safety Appeal Application	\$167	
97	Alternate Materials Method Review (Per Hr)	\$167	

#### Notes

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

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

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

[e] Other may include items such as water-heater change-out or water heater relocation, and/or minor hook-ups associated with the alteration or remodel.

[f] California Government Code Section 66015(a)(1), establishes maximum fees for residential solar energy systems. For photovoltaic systems, fees shall not exceed \$450 plus \$15 per kW for each kilowatt above 15kW. For thermal systems, fees shall not exceed \$450, plus \$15 per kWth for each kilowatt thermal above 10kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

[g] California Government Code Section 66015(b)(1), establishes maximum fees for commercial solar energy systems. Fees shall not exceed \$1,000 for systems up to 50kW plus \$7 per kilowatt for each kilowatt between 51kW and 250kW, plus \$5 for each kilowatt above 250kW. For thermal systems, fees shall not exceed \$1,000 up to the 30kWth, plus \$7 per kWth for each kWth between the 30th and 260th kWth, plus \$5 for each kWth above 260kWth. Fees in excess of these amounts require written findings and resolution or ordinance.

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\*\*\* The City Manager may waive building permit fees for activities associated with City projects or contracts.

<b>City of Laguna Woods</b>
<b>Schedule of Building Fees</b>

	Fee Description	Fee *	Notes
	<b>Strong Motion Instrumentation Program (SMIP) Fee Calculation</b>		[a]
1	Residential (1-3 Story)	\$0.50 or valuation x 0.00013	
2	Commercial or Residential (4+ Story)	\$0.50 or valuation x 0.00028	
	<b>Building Standards Administration Special Revolving Fund (SB 1473) Fee Calculation</b>		[b]
3	Valuation:		
	a) \$1 - \$25,000	\$1	
	b) \$25,001 - \$50,000	\$2	
	c) \$50,001 - \$75,000	\$3	
	d) \$75,001 - \$100,000	\$4	
	e) Every \$25,000 or fraction thereof above \$100,000	Add \$1	

**Notes**

[a] Source: California Public Resources Code Section 2705

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

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

## City of Laguna Woods

### Schedule of Planning Fees

Fee Description		Fee Assuming Full or Targeted Cost Recovery	Notes
<b>Fixed Fee Services</b>			
1	Film Permit	\$644	[a]
2	Address Establishment/Change	\$403	
3	Notice of Exemption	\$322	[b]
4	Outdoor Seating Permit	\$403	
5	Sign Permit - Part of Sign Program	\$121	
6	Sign Permit - Permanent	\$322	
7	Sign Permit - Temporary	\$81	
8	Sign Permit - Community Facilities/Open Space Annual	\$81	
9	Special Event Permit	\$322	
10	Temporary Use Permit	\$644	
11	Tree Removal Permit	\$242	
12	Wireless Use Permit Filing Fee	\$1,852	[c]
13	Eligible Facility Request Permit Filing Fee	\$1,369	
14	Eligible Facility Request Permit Pre-Submittal Meeting	\$322	
15	Zoning Confirmation Letter	\$201	
16	Bingo Permit	\$50	[d]
17	Appeal (City Council)	\$750	
Fee Description		Initial Deposit [d]	Notes
<b>Deposit-Based Fee Services</b>			[e]
18	Change Plan	\$2,500	
19	Conditional Use Permit	\$4,500	
20	Development Agreement	\$10,000	
21	Environmental Impact Report	\$10,000	
22	General Plan Amendment	\$10,000	
23	Zoning Code Amendment	\$10,000	
24	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$5,000	
25	Sign Program	\$3,000	
26	Site Development Permit	\$4,500	
27	Lot Line Adjustment	\$2,500	
28	Specific Plan	\$10,000	
29	Variance	\$4,000	
30	Zone Change	\$10,000	
31	Other Services Not Identified	varies	

#### Notes

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

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

[c] A pass-through of any noticing fees will also be collected from the applicant (e.g. mailing costs, newspaper publication).

[d] Fee limited by California Penal Code Section 326.5.

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

\* The City Manager may waive planning fees for activities associated with City projects or contracts.

\*\* Deposit-based fee services include processing of the principal application and, when applicable, required landscape documentation packages and/or water quality management plans.

## City of Laguna Woods

### Schedule of Encroachment Permit and Grading Permit Fees

Fee Description		Fee Assuming Full Cost Recovery	Unit	Notes
<b>Encroachment Permits</b>				
<b>Minor Projects</b>				
1	Landscape Maintenance	\$280	flat	
2	Temporary Staging	\$280	flat	
3	Traffic Control Only	\$375	flat	
4	Utilities Structure Inspection	\$470	flat	
5	Pole Replacement	\$470	flat	
<b>Major Projects</b>				
6	Major Project			[a]
	a) First Day	\$750	flat	
	b) Each Additional Day	\$280	per day	
7	Projects Greater Than Two Weeks in Duration	\$3,000	deposit	

Fee Description		Fee Assuming Full Cost Recovery	Unit	Notes
<b>Grading Permits</b>				
1	Grading Plan Check and Inspection	\$2,500	deposit	

For service requests, which have no fees listed in this Master Fee Schedule, the City Manager or his/her designee shall determine the appropriate fee based on the following hourly rates for staff time involved in the service or activity.

Fee Description		Fee	Unit	Notes
1	City Engineer	\$188	per hour	
2	Other Staff/Outside Service Providers	100%	of actual costs, plus indirect cost rate	

#### Notes

[a] Major Projects include ground disturbing activities, projects lasting longer than three days, or projects that require permanent traffic control for the duration of the project (e.g. excavation, trenching, boring, etc.).

\* The City Manager may waive encroachment and grading permit fees for activities associated with City projects or contracts.

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**8.1**  
**CANNABIS RETAIL SALES BUSINESS**  
**REGULATIONS**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** June 21, 2023 Regular Meeting

**SUBJECT:** Cannabis Retail Sales Business Regulations

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### **Recommendation**

OPTION A: If the City Council wishes to proceed with adopting regulations that would permit cannabis retail sales businesses:

A1. Direct the City Manager to schedule a public hearing for the City Council to consider [i] adoption of an ordinance that would authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products, and [ii] adoption of a resolution that would set the rate of the cannabis business tax authorized by Measure T (Ordinance No. 22-01) for storefront retailer (dispensary) businesses at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35 per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount.

AND/OR

A2. Provide the City Manager with input and direction regarding the preparation of [i] an ordinance that would – if adopted by the City Council at a future meeting – authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products, and [ii] adoption of a resolution that would set the rate of the cannabis business tax authorized by Measure T (Ordinance No. 22-01) for storefront retailer (dispensary) businesses at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35

per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount.

OPTION B: If the City Council does NOT wish to proceed with adopting regulations that would permit cannabis retail sales businesses:

B1. Direct the City Manager not to schedule a public hearing for the City Council to consider [i] adoption of an ordinance that would authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products, and [ii] adoption of a resolution that would set the rate of the cannabis business tax authorized by Measure T (Ordinance No. 22-01) for storefront retailer (dispensary) businesses at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35 per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount.

OR

B2. Request additional information from the City Manager and direct that this item be continued until such time as the additional information is available.

OR

B3. Take no action.

### **Background**

At the regular meeting on January 18, 2023 – acting on a recommendation agendized by Councilmember Horne – the City Council voted unanimously to direct the City Manager to do the following:

1. Draft an ordinance for future consideration by the City Council that would – if adopted by the City Council at a future meeting – authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products.

AND

2. Draft a resolution for future consideration by the City Council that would – if approved by the City Council at a future meeting – set the rate of the

cannabis business tax authorized by Measure T (Ordinance No. 22-01) for storefront retailer (dispensary) businesses at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35 per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount.

## **Discussion**

Today's meeting is an opportunity for City Council action, as well as public input, related to the City Council's continued consideration of whether to authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products and, if so, at what cannabis business tax rate.

As staff has previously advised, cannabis (both medical and non-medical) is, and remains, illegal under federal law. While cannabis use has been decriminalized under state law (specifically, and most recently, under California's voter-approved Proposition 64 (2016) (The Adult Use of Marijuana Act) and the Medicinal and Adult Use Cannabis Regulation and Safety Act, the latter an act of the California legislature that substantially revised cannabis laws subsequent to the approval of Proposition 64), cannabis remains classified as a Schedule 1 controlled substance under the federal Controlled Substances Act (21 USC §§ 801 *et seq*). The California Supreme Court has held that bans on cannabis dispensaries are permissible under a city's inherent zoning power, but has, thus far, declined to reach the issue whether permitting such dispensaries would violate the Controlled Substances Act or California Government Code Section 37100<sup>1</sup>.

According to data published by the State of California's Department of Cannabis Control,<sup>2</sup> 39% of cities and counties in California currently allow the retail sale of cannabis. In Orange County, the cities of Costa Mesa, Santa Ana, and Stanton allow retail (storefront) sale of cannabis.

In response to the City Council's direction on January 18, 2023, staff has drafted the ordinance text included as Attachment A. While Measure T (codified at Laguna

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<sup>1</sup> California Government Code Section 37100, which relates broadly to cities' legislative powers, provides: "The legislative body may pass ordinances not in conflict with the Constitution and laws of the State or the United States."

<sup>2</sup> <https://cannabis.ca.gov/cannabis-laws/where-cannabis-businesses-are-allowed/> [The California Department of Cannabis Control notes that the data on this webpage was updated in February 2023 and is based on information obtained from cities and counties.]

Woods Municipal Code Chapter 3.18, “Cannabis Business Tax”) allows the City Council to set the cannabis business tax rate by resolution or ordinance, after consideration, staff recommends that if the City Council elects to set a tax rate, that it be set by ordinance for ease of reference alongside other pertinent regulations.

While staff understands that the City Council is weighing numerous policy matters in considering whether to authorize the operation of storefront retailer (dispensary) businesses engaged in retail sales of cannabis and/or cannabis products, staff continues to recommend that the City Council consider doing so only if and when cannabis is reclassified under the Controlled Substances Act.

### Quick Reference

- Where could cannabis storefront retailers be located?
  - See subsection (e) on page 16 of Attachment A.
  - Cannabis storefront retailers would generally be permitted in the “Community Commercial” and “Professional and Administrative Office” zoning districts, provided (i) they are located in standalone buildings (unless the cannabis storefront retailer is also the property owner, in which case other occupants would be permitted with the exception of the seven uses listed below and occupants that sell, dispense, distribute, or store alcoholic beverages), (ii) when access is taken from public streets, such access is exclusively from public streets within the majority jurisdiction of the City, and (iii) they are located at least 600 feet from parcels with any of the following uses<sup>3</sup>:
    1. Alcoholism or Drug Abuse Recovery or Treatment Facilities
    2. Cannabis Storefront Retailers
    3. Day Care Centers
    4. Permanent Supportive Housing
    5. Public Libraries
    6. Public Recreational Facilities
    7. Schools

Cannabis storefront retailers would also not be permitted on parcels with existing housing units or parcels identified in the General Plan Housing Element as potential housing sites for very low, low, and/or

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<sup>3</sup> California’s Proposition 64/California Business & Professions Code Section 26054(b) prohibits cannabis storefront retailers from being located “...within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, daycare center, or youth center that is in existence at the time the license is issued...”

moderate income housing units. This is intended to promote housing conservation and ensure that sufficient adequate sites remain available at all times to meet remaining unmet housing needs, per California Government Code Section 65863 (“No Net Loss Law”).

- As the zoning district and distance limitations generally summarized in the previous bullet would effectively limit the number of cannabis storefront retailers, staff does not propose to limit cannabis storefront retailers to a specific number. The Laguna Woods Municipal Code does not currently limit any other business type to a specific number.
- Based on staff’s assessment of existing conditions, cannabis storefront retailers would potentially be permitted on the following parcels:

Assessor’s Parcel Number	Current Use
621-211-06 & 621-211-07	Home Depot
621-211-05	Rite Aid
621-211-04	Sabrosada
621-211-03	U.S. Bank
621-091-15	Helm Center
621-091-16	McCormick & Son Mortuary

With a 600 foot separation requirement between cannabis storefront retailers, only one to two of the first five parcels identified in the table above (Home Depot, Rite Aid, Sabrosada, and U.S. Bank) and one of the last two parcels (Helm Center and McCormick & Son Mortuary) would be able to potentially house a cannabis storefront retailer.

- What operations requirements would be in place?

Topic	Attachment A
Alcoholic Beverages	See subsection (f)(1) on page 19
Amplified Sound	See subsection (f)(2) on page 19
Cannabis Consumption and Use	See subsection (f)(3) on page 20
City Regulatory Meetings	See subsection (f)(4) on page 21
Classes, Seminars, and Workshops	See subsection (f)(5) on page 21
Criminal Activity Notifications	See subsection (f)(6) on page 21
Deliveries	See subsection (f)(7) on page 21
Design Restrictions	See subsection (f)(8) on page 22
Drive-Thru Facilities	See subsection (f)(9) on page 22
Events	See subsection (f)(10) on page 23
Graffiti	See subsection (f)(11) on page 23
Hours of Operations	See subsection (f)(12) on page 23

Lighting Repair	See subsection (f)(13) on page 24
Live Entertainment	See subsection (f)(14) on page 24
Loitering and Outdoor Queuing	See subsection (f)(15) on page 24
Minors	See subsection (f)(16) on page 25
Odor Control	See subsection (f)(17) on page 26
Outdoor Activities	See subsection (f)(18) on page 27
Overnight Parking	See subsection (f)(19) on page 27
Security Measures	See subsection (f)(20) on page 28
Tobacco and Tobacco Cigarettes	See subsection (f)(21) on page 31
Visible Cannabis Products	See subsection (f)(22) on page 31
Waste and Recycling Receptacles	See subsection (f)(23) on page 31

- What would be required to obtain a City commercial cannabis permit?
  - See subsection (c) on page 9 of Attachment A.
  - City staff would issue a commercial cannabis permit to cannabis storefront retailers. Commercial cannabis permits would be ministerial in nature and be issued when certain information is provided. If the City Council elects to authorize cannabis storefront retailers, staff recommends leaving decisions regarding to whom property owners enter into lease agreements with to property owners and prospective tenants, as is the case with all other business types in Laguna Woods. Staff has intentionally drafted an objective process for issuing commercial cannabis permits, complemented by a robust set of operations requirements that would apply to all cannabis storefront retailers equally (see previous bullet). Staff does not recommend that the City involve itself in screening applicants for commercial cannabis permits based on perceived “merit” or any other subjective factor. The City’s permitting requirements would be in addition to the State of California’s licensing requirements, which are generally summarized in an application checklist available at <https://cannabis.ca.gov/wp-content/uploads/sites/2/2023/04/Application-Checklist.pdf>.
  - One party would be required to own at least 51% of each cannabis storefront retailer. This is intended to ensure that there is one party clearly in control of each cannabis storefront retailer for the benefit of both the permitting process and any subsequent enforcement action.
  - At least 50% of the owners of each cannabis storefront retailer would be required to own or have owned all or part of a business licensed by the State of California as a cannabis storefront retailer for a



period of no less than two years prior to the date of application, during which time the license was not suspended or revoked.

- What would the cannabis business tax rate be set at?
  - See subsection (g) on page 32 of Attachment A.
  - Consistent with the City Council’s direction on January 18, 2023, the cannabis business tax rate would be set at the higher of the following: (a) 10% of gross receipts received or generated for each monthly reporting period, or (b) \$35 per square foot of floor area (annual tax rate) prorated monthly to one-twelfth of the annual tax rate amount. Such a rate is the highest the City Council could presently set under Measure T. The lowest possible cannabis business tax rate is the higher of the following: (a) 4% of gross receipts received or generated for each monthly reporting period, or (b) \$5.00 per square foot of floor area (annual tax rate) up to a maximum tax rate prorated monthly to one-twelfth of the annual tax rate amount.
  - Due to substantial uncertainty regarding costs associated with the authorization of cannabis storefront retailers, if the City Council elects to authorize cannabis storefront retailers, staff recommends that the tax rate be set at the highest possible under Measure T.
  
- What violations and penalties would exist for non-compliance?
  - See subsection (h) on page 32 of Attachment A.

### **Fiscal Impact**

The Fiscal Year 2022-23 General Fund budget contains sufficient funds to support the preparation of this ordinance.

As previously discussed in the draft Fiscal Years 2023-25 budget documents that were provided to the City Council as part of the May 31, 2023 agenda packet, if the City Council authorizes cannabis businesses, staff anticipates that additional code enforcement services will be necessary to assist with the administration of applicable Laguna Woods Municipal Code requirements and the collection of business tax proceeds. It is possible that all or a portion of the funds necessary to provide for such additional code enforcement services could be offset by cannabis business tax revenue, although the City would be required to front at least some of those costs during the period between the City Council’s authorization of cannabis storefront retailers and the date that the first cannabis storefront retailer(s) open

and begin to collect and remit cannabis business tax proceeds.

Based on current code enforcement rates, and assuming adoption of an ordinance substantially similar to the draft attached hereto in or about August 2023, staff estimates that additional code enforcement costs would be approximately \$56,680 for Fiscal Year 2023-24. Costs after Fiscal Year 2023-24 would likely be driven by the conduct of cannabis storefront retailers, but are not expected to decrease.

Attachment: A – Draft Ordinance Text

**DRAFT  
CODE AMENDMENTS**

*Number (178) is added to subsection (d) of Section 13.06.010 (“Definitions”) of Chapter 13.06 (“Definitions”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended as follows (additions shown with underlining):*

(178) Cannabis storefront retailer: Any cannabis business that requires a Type 10 (storefront retailer) license from the California Department of Cannabis Control.

DRAFT

*Section 13.08.010 (“Intent and permitted uses”) of Chapter 13.08 (“Residential Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):*

	Districts			
Land Use Types	RMF	RC	RT	Code References
<u>Cannabis Storefront Retailer</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>13.26.025</u>
<del>Marijuana Dispensary</del>	<del>X</del>	<del>X</del>	<del>X</del>	<del>13.26.025</del>
Tobacco and <u>Tobacco</u> Cigarette Sales	X	X	X	7.16

DRAFT

*The Permitted Commercial Uses Table in Section 13.10.020 (“Table of permitted uses”) of Chapter 13.10 (“Commercial Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):*

Land Use Types	Districts			Code References
	NC	CC	PA	
<u>Cannabis Storefront Retailer</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>13.26.025</u>
<del>Marijuana Dispensary</del>	<del>X</del>	<del>X</del>	<del>X</del>	<del>13.26.025</del>
Tobacco and <u>Tobacco</u> Cigarette Sales	<del>X</del>	<u>U</u>	<del>X</del>	<del>7.16</del>

*Section 13.12.020 (“Table of permitted uses”) of Chapter 13.12 (“Open Space Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):*

	Districts		
Land Use Types	OS-P	OS-R	Code References
<u>Cannabis Storefront Retailer</u>	<u>X</u>	<u>X</u>	<u>13.26.025</u>
<del>Marijuana Dispensary</del>	<del>X</del>	<del>X</del>	<del>13.26.025</del>
Tobacco and <u>Tobacco</u> Cigarette Sales	X	X	7.16

DRAFT

*Section 13.13.020 (“Table of permitted uses”) of Chapter 13.13 (“Community Facilities Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):*

Land Use Types	Community Facilities		Code References
	Public/Institutional	Private	
<u>Cannabis Storefront Retailer</u>	<u>X</u>	<u>X</u>	<u>13.26.025</u>
<del>Marijuana Dispensary</del>	<del>X</del>	<del>X</del>	<del>13.26.025</del>
Tobacco and <u>Tobacco</u> Cigarette Sales	X	X	7.16

*Number (29) in the off-street parking requirements table in subsection (a) of Section 13.18.070 (“Off-street parking requirements”) of Chapter 13.18 (“Off-Street Parking Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended as follows (additions shown with underlining):*

	Use	Minimum Parking Stalls Required
(29)	Retail stores:	
	General, except as otherwise specified herein.	1 for each 200 square feet of Gross Floor Area.
	<u>Cannabis storefront retailers.</u>	<u>1 for each 200 square feet of Gross Floor Area, plus 1 for each delivery vehicle regularly parked overnight and 2 designated curbside delivery parking spaces each limited to 15 minutes or less if curbside delivery is offered.</u>
	Discount department stores.	1 for each 125 square feet of Gross Floor Area.
	Furniture and appliances.	1 for each 500 square feet of Gross Floor Area.



*Subsection (5)c. of Section 13.18.070 (“Off-street parking requirements”) of Chapter 13.18 (“Off-Street Parking Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining, deletions shown with ~~strikethrough~~):*

c. For all uses except cannabis storefront retailers, ~~A~~alternative vehicle parking spaces in-lieu may be substituted for standard spaces at a rate of ten percent of the total standard spaces in locations where ten or more parking spaces are required. The permitted amount of alternative vehicle spaces shall be calculated based on total spaces required rounded to the nearest whole space.

DRAFT

***Section 13.26.025 (“Cannabis Storefront Retailers”) of Chapter 13.26 (“Special Regulations”) of Title 6 (“Businesses”) of the Laguna Woods Municipal Code, is hereby amended in its entirety to read as follows:***

**Sec. 13.26.025 - Cannabis storefront retailers.**

**(a) Purpose and Intent.**

(1) The purpose of this section is to establish regulations for cannabis storefront retailers that are reasonable and necessary to protect public health and safety and reduce the potential for illegal and illicit activity within the City of Laguna Woods. This section is not intended to be exclusive and compliance with its provisions shall not excuse noncompliance with any federal, state, or other local laws.

(2) This section is adopted and established pursuant to the specific authority granted to the City of Laguna Woods in Section 7 of Article XI of the California Constitution and California Business and Professions Code Section 26200.

**(b) Definitions.** For purposes of this section only, the following definitions shall apply, in addition to those set forth in Section 3.18.030 of this Code:

(05) *Cannabis storefront retailer* shall mean any cannabis business that requires a Type 10 (storefront retailer) license from the California Department of Cannabis Control.

(10) *City* shall mean the City of Laguna Woods.

(15) *City Manager* shall mean the City Manager of the City of Laguna Woods or his/her/their designee.

(20) *Local law enforcement* shall mean the Orange County Sheriff’s Department, or successor agency.

(25) *Loitering* shall have the same meaning as the term is defined in the California Penal Code, as amended from time to time or replaced with a successor statute. As of the date this chapter was adopted, the definition of “loitering” was set forth in California Penal Code § 647(h).

(30) *Private security* shall mean security guards (i) employed by a state-licensed private patrol operator or private security employer to protect persons or property or prevent theft as defined in California Business and Professions Code Section 7582.1, as amended from time to time or replaced with a successor statute, (ii) registered with the California Bureau of Security and Investigative Services, or successor agency, and (iii) wearing uniforms clearly and legibly identifying the name of their employer and role as “security” and/or a security guard. This chapter does not prohibit security guards from being armed provided that such security guards possess valid California Bureau of Security and Investigative Services (BSIS) Firearms Permits and all applicable laws and regulations are complied with.

(c) *City Permitting Requirements.*

(1) No cannabis business shall operate as a cannabis storefront retailer without obtaining and holding in full force and effect a commercial cannabis permit from the City and such other City permits as may be required. Applications for commercial cannabis permits shall be reviewed for conformance with this section and acted upon administratively by the City Manager. When issued, commercial cannabis permits shall be valid for a period of one year (365 calendar days) or until the date that the commercial cannabis permit is suspended and/or revoked. If any of the information listed in this subsection becomes inaccurate or incomplete during the term of the commercial cannabis permit (e.g., when ownership changes), the commercial cannabis permit shall become invalid and subject to suspension and/or revocation unless and until all inaccurate and/or incomplete information is corrected and furnished to the City, on a form provided by the City, within 15 calendar days of the date the information became inaccurate and/or incomplete. Renewal applications for commercial cannabis permits must be made at least 60 calendar days in advance of the expiration date. In applying for commercial cannabis permits or renewals thereof, applicants shall furnish to the City a sworn statement, upon a form provided by the City, setting forth the following information:

- a. The name of the business, including the legal name and any

fictitious business names under which the business is to be conducted;

b. The organizational structure type of the business (e.g., corporation, joint venture, limited liability company, partnership, sole proprietorship, or trust);

c. The number the business will file federal taxes under (e.g., federal employer identification number, individual taxpayer identification number, social security number, or national identification number);

d. The legal name, mailing address, telephone number, and email address of the business' primary point of contact for the City during processing of the permit application;

e. A complete list of every owner of the business, as defined by California Code of Regulations Section 15003, including legal name, mailing address, telephone number, and email address for each;

1. Proof that at least 51 percent of the business is owned by a single person;

2. Proof that at least half (50 percent) of the owners of the business (rounded up to the nearest whole person) own or have owned all or part of a business licensed by the state as a cannabis storefront retailer for a period of no less than two years (730 calendar years) prior to the date of application, during which time the license was not suspended or revoked;

f. A notarized statement from each owner of the business acknowledging that they have reviewed, had an opportunity to consult with legal counsel regarding, and agree to comply with this section, Chapter 3.18 of this Code, the City's building and zoning regulations, and all other applicable provisions of this Code and local laws;

g. A notarized statement from each owner of the business and

an authorized representative on behalf of the property owner of record for the parcel(s) where such business is to be carried on, acknowledging and agreeing that the City and its authorized representatives shall have the right to access and enter the business and the parcel(s) where such business is to be carried on to make reasonable inspections scheduled in advance with either the owner of the business or the property owner of areas of the business and property not open to the public, or unscheduled inspections in areas open to the public (e.g., parking areas), to observe and enforce compliance with this section, Chapter 3.18 of this Code, the City's building and zoning regulations, and all other applicable provisions of this Code and local laws;

h. A notarized statement from an authorized representative on behalf of the property owner of record for the parcel(s) where such business is to be carried on acknowledging (i) the nature and kind of business to be conducted, and (ii) that they have reviewed, had an opportunity to consult with legal counsel, and agree to comply with this section, Chapter 3.18 of this Code, the City's building and zoning regulations, and all other applicable provisions of this Code and local laws;

i. The legal name, mailing address, telephone number, and email address of the agent for the service of process for the business;

j. The legal name, mailing address, telephone number, and email address of the agent for the service of process for the property owner of record for the parcel(s) where such business is to be carried;

k. A title report for the parcel(s) where such business is to be carried on, completed by a title company within the 120 calendar days prior to the date the application is received by the City;

l. A map exhibit prepared by professional land surveyor licensed to do business in California based on the title report required by the previous subsection depicting the limits of the

parcel(s) where such business is to be carried on, together with the limits of all easements on the property, immediately adjacent public streets and municipal boundary lines, overlaid on a scaled, aerial image of the area taken within the prior two years (730 days), as well as all associated shapefiles in their native electronic format;

m. Notarized statements by both the primary point of contact for the City during processing of the permit application and the single owner of at least 51 percent of the business reading “Under penalty of perjury, I hereby declare that the information contained within and submitted with this application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, and/or suspension or revocation of a permit issued”; and

n. Any additional information which the City Manager may require.

An annual application and routine inspection fee in an amount established by resolution of the City Council shall be presented with the sworn statement submitted under this subsection. This fee shall not be considered a tax and may be adjusted from time to time to fully compensate the City for commercial cannabis permit processing-related costs, as well as the cost of up to six routine inspections by the City related to the enforcement of this section, by resolution of the City Council. For the purpose of this subsection, “processing of payments” shall mean all functions and activities that the City determines reasonably necessary to facilitate the acceptance, review, accounting, and deposit of commercial cannabis permit payments including, without limitation, personnel, consultants, transportation, security, and merchant fees incurred by the City. For the purpose of this section, “costs” includes, but is not limited to, indirect, overhead, and interfund costs calculated in the same manner as could lawfully apply to the City's building permit fees. The City Council may establish separate annual application and routine inspection fees to account for differences in costs associated with the processing of payments made by currency or other payment instrument. In doing so, the City Council reserves the discretion to

limit and adjust the types of payments that it will accept and under what terms and conditions.

The City Council or City Manager may suspend, revoke, or refuse to renew a commercial cannabis permit for any cannabis storefront retailer that (i) is found to have submitted incomplete, untrue, or inaccurate information in its application for such permit, or (ii) remains in violation of any provision of this section, Chapter 3.18 of this Code, the City's building and zoning regulations, or any other applicable provision of this Code or local law for a period in excess of 15 calendar days after any owner or agent for the service of process has been notified by the City either personally, in-person, by telephone, or by email, or by posting notice on any entrance to the cannabis storefront retailer. Cannabis storefront retailers shall notify and train employees and other on-site personnel to check for posted notices throughout the hours of operation and to immediately provide such notices to owners and agents for the service of process. During the aforementioned 15 calendar day period, the cannabis storefront retailer may provide the City party who issued the notice of violation with evidence contesting the violation. The City party who issued the notice of violation shall consider such evidence prior to suspending, revoking, or refusing to renew a commercial cannabis permit. A decision of either the City Council or City Manager to suspend, revoke, or refuse to renew a commercial cannabis permit is final and non-appealable.

Commercial cannabis permits do not run with the land, are particular to a location, and are not transferrable to new cannabis businesses or new locations for existing cannabis businesses. Any cumulative change in ownership greater than 50 percent from the ownership information provided with the original application for a commercial cannabis permit shall require a new commercial cannabis permit. Cannabis businesses that experience cumulative changes in ownership greater than 50 percent from the ownership information provided with the original application for a commercial cannabis permit must cease to operate immediately upon such change in ownership until such time as a new commercial cannabis permit is issued (if such a permit is issued).

At all times during the term of the commercial cannabis permit, at

least half (50 percent) of the owners of the business (rounded up to the nearest whole person) must own or have owned all or part of a business licensed by the state as a cannabis storefront retailer for a period of no less than two years (730 calendar years), during which time the license was not suspended or revoked. Commercial cannabis permits shall become subject to suspension and/or revocation if, at any point during a term thereof, ownership changes in a manner that results in less than half of the owners of the business (rounded up to the nearest whole person) meeting this requirement.

(2) *City Permitting Requirements – Insurance and Indemnification.* As a condition of approval of any commercial cannabis permit, the business and the property owner of record shall:

- a. Execute an agreement indemnifying the City, its respective elected and appointed boards, officials, officers, agents, employees, and volunteers from any claims, damages, injuries, and liabilities of any kind associated with the permitting or operation of the cannabis storefront retailer, including without limitation, the prosecution of the property owner of record, the cannabis storefront retailer, and/or the cannabis storefront retailer's customers, for violation of federal or state laws;
- b. Maintain insurance in the amounts and types that are acceptable to the City Attorney or his/her/their designee;
- c. Name the City, its respective elected and appointed boards, officials, officers, agents, employees, and volunteers as additionally insured on all City required insurance policies;
- d. Agree to defend, at its sole expense, any action against the City and/or its respective elected boards, appointed boards, officials, officers, agents, employees and/or volunteers related to this section, Chapter 3.18 of this Code, and/or the City's approval of a commercial cannabis permit; and
- e. Agree to indemnify and reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to this section, Chapter 3.18



of this Code, and/or the City’s approval of a commercial cannabis permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

(3) *City Permitting Requirements – Site Development Permit.* In addition to the requirements of this section, cannabis storefront retailers must obtain a site development permit from the City in accordance with Section 13.24.020 of this Code to establish such use. Such site development permit must be obtained prior to or concurrently with the issuance of the first commercial cannabis permit from the City for a particular location. Cannabis storefront retailers shall cease operations immediately if their site development permit has lapsed, been revoked, or is otherwise no longer valid. Cannabis storefront retailers shall comply with the conditions and requirements of their site development permits prior to engaging in the on-site, retail sale of cannabis and at all times thereafter.

In addition to other application materials that may be required for site development permits, applicants for site development permits to establish a cannabis storefront retailer use shall submit the following to the City:

- a. A title report for the parcel(s) where such business is to be carried on, completed by a title company within the 120 calendar days prior to the date the application is received by the City; and
- b. A map exhibit prepared by professional land surveyor licensed to do business in California based on the title report required by the previous subsection depicting the limits of the parcel(s) where such business is to be carried on, together with the limits of all easements on the property, immediately adjacent public streets and municipal boundary lines, overlaid on a scaled, aerial image of the area taken within the prior two years (730 days), as well as all associated shapefiles in their native electronic format.

(d) *State Licensing Requirements.* No cannabis business shall operate as a

cannabis storefront retailer without obtaining and holding in full force and effect a Type 10 (storefront retailer) license from the California Department of Cannabis Control and such other state licenses as may be required. While cannabis storefront retailers may hold additional licenses from the California Department of Cannabis Control, only the activities permitted under a Type 10 (storefront retailer) may be conducted within the City of Laguna Woods.

(e) *Location Requirements.* A cannabis storefront retailer may only operate on a site that meets all of the requirements listed below in this subsection at the time its application for a new commercial cannabis permit is deemed complete by the City. For the purpose of this subsection, “site” shall include, both individually and collectively, all of the parcels on which the cannabis storefront retailer will operate including, but not limited to, parcels that contain the business’ buildings, driveways, parking areas, landscaping, and trash enclosures.

- (1) The site is designated “Commercial” in the Laguna Woods General Plan;
- (2) The site is zoned as “Community Commercial” or “Professional and Administrative Office” in this Code;
- (3) The size and boundary lines of the parcel(s) on which the site is located have not been modified within the prior year (365 calendar days);
- (4) The site contains no nonconforming uses or structures;
- (5) The site takes access exclusively from public streets within the majority jurisdiction of the City. This subsection is not intended to preclude accessibility from private streets, but rather, to ensure that all adjacent or adjoining public streets are within the majority jurisdiction of the City. For the purpose of this subsection, no portion of Avenida de la Carlota, Laguna Hills Drive, Paseo de Valencia, or Ridge Route Drive shall be considered to be within the majority jurisdiction of the City;
- (6) The site’s driveways providing ingress or egress to public streets, if any, are constructed in accordance with County of Orange OC

Public Works Department Standard Plan #1209. To the extent that reconstruction of driveways and/or adjacent sidewalks is required to comply with this subsection, such reconstruction shall be undertaken (i) at no cost to the City, (ii) after obtaining all necessary City permits and permits from other government agencies, and (iii) in accordance with the terms and conditions of all City permits required to conduct work on, or reconstruct, property under the control, operation, or management of the City (if applicable). To the extent that such reconstruction results in all or a portion of any driveway or adjacent sidewalk extending beyond the City’s existing public street easements or right-of-way, the property owner of record of the applicable parcel(s) shall grant to the City an irrevocable public street easement for that part of the driveway and adjacent sidewalk;

(7) *Alcoholism or Drug Abuse Recovery or Treatment Facilities*. The site is not located within 600 feet of a parcel on which an “alcoholism or drug abuse recovery or treatment facility,” as defined in California Health and Safety Code Section 11834.02, is located, as measured from the outermost boundary lines of the closest parcels;

(8) *Cannabis Storefront Retailers*. The site does not contain any other cannabis storefront retailers and is not located within 600 feet of a parcel on which another cannabis storefront retailer is located, as measured from the outermost boundary lines of the closest parcels;

(9) *Day Care Centers*. The site is not located within 600 feet of a non-residential zoned parcel on which a child care-infant center, child care center, child care center preschool, or family child care home licensed by the California Department of Social Services is located, as measured from the outermost boundary lines of the closest parcels;

(10) *Housing*. The site does not contain any existing housing units;

(11) *Permanent Supportive Housing*. The site is not located within 600 feet of a parcel on which “supportive housing,” as defined in California Health and Safety Code Section 50675.14, is located, as measured from the outermost boundary lines of the closest parcels;

(12) *Public Libraries*. The site is not located within 600 feet of a

parcel on which a public library, which is under the control, operation or management of the County of Orange, is located, as measured from the outermost boundary lines of the closest parcels;

(13) *Public Recreational Facilities*. The site is not located within 600 feet of a parcel on which a community center, park, playground, pool, sports court, sports field, or similar recreational facility (excluding parcels on which the primary use is a golf course), which is under the control, operation or management of the City, County of Orange, City of Aliso Viejo, City of Irvine, City of Laguna Beach, or City of Laguna Hills, is located, as measured from the outermost boundary lines of the closest parcels;

(14) *Schools*. The site is not located within 600 feet of a parcel on which an institution of learning for minors, whether public or private, which offers in-person instruction in grades K through 12 in those courses of study required by the California Education Code, and is licensed by the California Board of Education, as measured from the outermost boundary lines of the closest parcels. This includes kindergarten, elementary, junior high, senior high or any special institution of learning under the jurisdiction of the California Department of Education, but does not include a vocational or professional institution or an institution of higher education, including a community or junior college, college or university; and

(15) *Potential Very Low, Low, and/or Moderate Housing*. The site is not identified in the City's existing General Plan Housing Element, or any General Plan Housing Element under review by the State of California, as a potential housing site with realistic development capacity to accommodate very low, low, and/or moderate income housing units.

For the purpose of subsections (7)-(14) herein, such uses shall be deemed to exist if (i) currently operating, or (ii) the City has issued a commercial cannabis permit and/or has issued any building permit for the initial construction or improvement thereof and such permit is valid.

Cannabis storefront retailers shall be the only occupant of the parcel(s) on which they are located unless the parcel(s) is (are) owned by the cannabis storefront retailer (as substantiated by the title report required by

subsection), in which case there may be additional occupants provided that none of the other occupants are any of the uses identified in subsections (7)-(14) herein, nor do any of the other occupants sell, dispense, distribute, or store alcoholic beverages either at the time of the issuance of the first commercial cannabis permit from the City or at any point thereafter. Where specified, portions of this section apply to both the cannabis storefront retailer and all other uses on the parcel(s).

(f) *Operations Requirements*. Prior to engaging in the on-site, retail sale of cannabis and at all times thereafter, cannabis storefront retailers shall comply with all of the following operations requirements, in addition to all other applicable requirements of this Code:

(1) *Alcoholic Beverages*.

a. Cannabis storefront retailers shall not engage in the sale, dispensing, distribution, or storage of alcoholic beverages.

b. Cannabis storefront retailers shall actively monitor and prevent the consumption, sale, dispensing, distribution, or storage of alcoholic beverages on the parcel(s) on which they are located. For the purpose of this subsection, “actively monitor” shall include, but not be limited to, employing and training private security to actively identify violations of this subsection. For the purpose of this subsection, “prevent” shall include, but not be limited to, making timely reports to local law enforcement.

(2) *Amplified Sound*.

a. Cannabis storefront retailers shall not use amplified sound on – or in a manner audible on – exterior areas on the parcel(s) on which they are located including. For the purpose of this subsection, “amplified sound” shall mean sound whose volume is increased by any electric, electronic, mechanical, or motor-powered means including, but not limited to, amplifiers, megaphones, public address systems, radios, speakers, stereos, and similar equipment. This subsection shall not apply to (i) computers, telephones, and other equipment when amplified sound is only audible to individuals wearing earbuds,

earphones, or similar personal, wearable technology or (ii) alarms and similar warning systems. For the purpose of this section, amplified sound shall be deemed to be audible on exterior areas including, but not limited to, when doors or windows are open even temporarily in such a way that amplified sound emanating from the cannabis storefront retailer is audible immediately outside such door or window.

b. Cannabis storefront retailers shall actively monitor and prevent the use of amplified sound on – or in a manner audible on – exterior areas on the parcel(s) on which they are located. For the purpose of this subsection, “actively monitor” shall include, but not be limited to, employing and training private security to actively identify violations of this subsection including, but not limited to, amplified sound emanating from vehicles in the parking lot. For the purpose of this subsection, “prevent” shall include, but not be limited to, making timely reports to local law enforcement when such amplified sound can be reasonably construed to violate California Penal Code Section 415 and requiring that other violators immediately leave the parcel(s) on which the cannabis storefront retailer is located.

(3) *Cannabis Consumption and Use.* Cannabis storefront retailers shall actively monitor and prevent the consumption or use of cannabis on the parcel(s) on which they are located. This includes, but is not limited to, the consumption or use of cannabis by customers or other persons for any purpose, whether purchased from the cannabis storefront retailer or not, and the prohibition of any samples of cannabis for on-site consumption for any purpose. For the purpose of this subsection, “actively monitor” shall include, but not be limited to, employing and training private security to actively identify violations of this subsection. For the purpose of this subsection, “prevent” shall include, but not be limited to, making timely reports to local law enforcement and at minimum all of the following:

a. Posting at each entrance and exit to the cannabis storefront retailer a clear and legible notice in each of the languages for which the California Voting Rights Act requires the County of Orange to translate elections materials stating that the

consumption or use of cannabis on the parcel(s) (including, specifically, in the building(s) and parking lot(s)) is illegal and that violators will be reported to local law enforcement; and

b. Not selling or distributing food or beverages, or encouraging the same. This includes, but is not limited to, providing food establishment or restaurant-type facilities (e.g., coffee stations, cooking equipment or devices, or dining areas), foodware accessories or condiments, food or drink vending machines, or food trucks, except that cannabis storefront retailers may provide complimentary water drinking fountains, water, and ice for use and consumption by all persons, as well as break room and kitchenette space for its employees only.

(4) *City Regulatory Meetings*. Upon request, cannabis storefront retailers shall participate in meetings with the City Manager and his/her/their invitees on a quarterly or more frequent basis to review and discuss commercial cannabis permit requirements, security concerns, complaints received, and other matters determined at the discretion of the City Manager. The time, place, and manner of such meetings, as well as the required attendance (management and/or ownership), shall be determined at the discretion of the City Manager.

(5) *Classes, Seminars, and Workshops*. Cannabis storefront retailers may offer classes, seminars, workshops, and similar educational events related to cannabis but only in fully enclosed, interior spaces on the parcel(s) on which they are located, and provided such educational events do not require event licenses from the state Department of Cannabis Control.

(6) *Criminal Activity Notifications*. Cannabis storefront retailers shall immediately report to local law enforcement any known or suspected crime occurring on the parcel(s) on which the cannabis storefront retailer is located including, but not limited to, burglary or theft of any cannabis or cannabis product, and disturbances of the peace.

(7) *Deliveries*. Cannabis storefront retailers shall schedule incoming deliveries of cannabis and cannabis products to occur outside of peak hours of operation within the hours of 7 a.m. and 10 p.m., Monday through Sunday, unless the parcel(s) on which they are located is (are)

located within 600 feet of a residential zoned parcel, as measured from the outermost boundary lines of the closest parcels, in which case deliveries shall be scheduled to occur outside of peak hours of operation within the hours of 8 a.m. and 8 p.m., Monday through Sunday.

(8) *Design Restrictions.* In addition to design restrictions found elsewhere in this Code, cannabis storefront retailers shall not engage in retail sales on a parcel with any of the following on any building, facility, sign, or structure thereon:

- a. Bars, whether on or over doors, windows, or other surfaces, installed on the exterior;
- b. Chain link, plastic, vinyl, or woven wire fencing or gates including, but not limited to, fencing or gates of any kind with plastic or vinyl privacy inserts;
- c. Barbed tape, barbed wire, wire, razor wire, and similar security treatments on the interior or exterior;
- d. Balloons, confetti, feather flags, inflatable tubes, pennants, streamers, and similar decorations on the exterior;
- e. Exposed electrical conduits or raceways on the exterior;
- f. Fluorescent, luminescent, neon, or sparking exterior paint;
- g. More than two colors on any single exterior sign;
- h. Neon tubing visible from the exterior, whether such neon tubing is located on the interior or exterior;
- i. Lighting colors other than white on the exterior, with the exception of internally illuminated permanent signs; or
- j. Rope or string lighting visible from the exterior, whether such rope or string lighting is located on the interior or exterior.

(9) *Drive-Through Facilities.* Cannabis storefront retailers shall not



use drive-through facilities (e.g., canopies intended to shield vehicle-based transactions, order stations, menu boards, queuing lanes, or windows) in their operation nor provide any such facilities on-site. Compliance with this subsection requires the removal of drive-through facilities associated with previous drive-through uses and the integration of former queuing lane areas into the site in a manner that can reasonably be seen to discourage loitering and outdoor queuing, as well as illegal, criminal, and nuisance activities.

(10) *Events*. Cannabis storefront retailers shall not be eligible to apply for any event licenses from the state Department of Cannabis Control for cannabis events occurring within the City of Laguna Woods.

(11) *Graffiti*. Cannabis storefront retailers shall remove graffiti within 24 hours after any owner or agent for the service of process has been notified by the City either personally, in-person, by telephone, or by email, or by posting notice on any entrance to the cannabis storefront retailer. Cannabis storefront retailers shall notify and train employees and other on-site personnel to check for posted notices throughout the hours of operation and to immediately provide such notices to owners and agents for the service of process. For the purpose of this subsection, “remove graffiti” shall mean returning the surface to which graffiti was applied to its previous condition, including matching its color and texture to adjacent surfaces in a manner that is generally indistinguishable when viewed by an average person at a distance of 10 feet. Cannabis storefront retailers may wish to use anti-graffiti coatings to aid in compliance with this subsection.

(12) *Hours of Operation*. Cannabis storefront retailers shall not engage in the on-site, retail sale of cannabis nor be open to any member of the public outside of the hours of 6 a.m. to 10 p.m., Monday through Sunday, unless the parcel(s) on which they are located is (are) located within 600 feet of a residential zoned parcel, as measured from the outermost boundary lines of the closest parcels, in which case cannabis storefront retailers shall not engage in the on-site, retail sale of cannabis nor be open to any member of the public outside of the hours of 7 a.m. to 9 p.m. For the purpose of this section, all on-site retail sales transactions must be complete by the closing hours specified in this subsection.

(13) *Lighting Repair.* Cannabis storefront retailers shall repair malfunctioning or inoperable exterior lights and lighting directly permitted by the City with permanent signs within 48 hours after any owner or agent for the service of process has been notified by the City either personally, in-person, by telephone, or by email, or by posting notice on any entrance to the cannabis storefront retailer. Cannabis storefront retailers shall notify and train employees and other on-site personnel to check for posted notices throughout the hours of operation and to immediately provide such notices to owners and agents for the service of process.

(14) *Live Entertainment.* Cannabis storefront retailers shall not use live entertainment in any part of their operation on the parcel(s) on which they are located. This includes, but is not limited to, auctioneers, bands, celebrity appearances, comedians, dancers, disc jockeys, musicians, performers, and trivia masters, as well as communal gatherings such as art exhibitions, gaming, movie screenings, sporting, and viewing parties.

(15) *Loitering and Outdoor Queuing.* Cannabis storefront retailers shall actively monitor and prevent persons from loitering on the parcel(s) on which they are located. For the purpose of this subsection, “actively monitor” shall include, but not be limited to, employing and training private security to actively identify violations of this subsection. For the purpose of this subsection, “prevent” shall include, but not be limited to, making timely reports to local law enforcement and at minimum all of the following:

- a. Posting at each entrance and exit to the cannabis storefront retailer a clear and legible notice in each of the languages for which the California Voting Rights Act requires the County of Orange to translate elections materials stating that loitering on and around the parcel(s) is prohibited by California Penal Code Section 647(e) and that violators will be reported to local law enforcement;
- b. Ensuring that any reception or screening areas through which persons must pass to gain access to the retail area of the cannabis storefront retailer contain sufficient space and seating to accommodate at least 20 percent of the maximum California

Building Standards Code-permitted occupancy of the retail area, rounded up to the nearest whole person (e.g., if the maximum occupancy of the retail area is 52 persons, reception or screening areas must contain space and seating for at least 11 persons);

c. Requiring that persons wishing to gain access to the retail area of the cannabis storefront retailer for whom there is insufficient room in reception or screening areas to accommodate immediately leave the parcel(s) on which the cannabis storefront retailer is located (unless patronizing another occupant of the parcel(s)) and return in no less than 2 hours unless the cannabis storefront retailer has provided individual notification to them via telephone, text message, or email that there is now sufficient room in reception or screening areas;

d. Providing no outdoor seating, whether temporary or permanent, nor any retaining walls, ornamental fixtures, or similar features at a height of 18 to 30 inches with a width greater than five inches, which are located within 100 feet of any entrance or exit to the cannabis storefront retailer and can reasonably be seen to accommodate or encourage seating, with such determination of reasonability made by the City Manager;

e. Providing no fireplaces, fire pits, fire rings, open flames, or similar devices, whether temporary or permanent, on the exterior of the cannabis storefront retailer; and

f. Providing no ornamental water features, whether temporary or permanent, on the exterior of the cannabis storefront retailer.

(16) *Minors*. Cannabis storefront retailers shall actively monitor and prevent persons under the age of 21 from being allowed within the cannabis storefront retailer, except as otherwise specifically provided for by state law. For the purpose of this subsection, “actively monitor” shall include, but not be limited to, employing and training private security to actively identify violations of this subsection. For the purpose of this subsection, “prevent” shall include, but not be limited to, making timely reports to local law enforcement and at minimum

all of the following:

- a. Not employing or allowing any person under the age of 21 to volunteer, apprentice, or otherwise work or provide services on behalf of the cannabis storefront retailer on the parcel(s) on which they are located;
- b. Posting at each entrance to the cannabis storefront retailer a clear and legible notice in each of the languages for which the California Voting Rights Act requires the County of Orange to translate elections materials stating that no person under the age of 21 may enter the cannabis storefront retailer except as specifically provided for by state law;
- c. Posting at each exit to the cannabis storefront retailer a clear and legible notice in each of the languages for which the California Voting Rights Act requires the County of Orange to translate elections materials stating that the secondary sale, barter, or distribution of adult-use cannabis is prohibited by state law and that violators will be reported to local law enforcement; and
- d. Verifying the age of every person, other than employees, requesting to enter the retail area of the cannabis storefront retailer with an electronic age verification device, prior to granting each and every such entry. The electronic age verification device may be mobile or fixed, and shall be able to produce retain a log of all scans that includes the following information: date, time, and age. Said log shall be retained for at least 180 calendar days.

(17) *Odor Control*. Cannabis storefront retailers shall develop, implement, and actively monitor systems and practices to contain cannabis and cannabis-related odors within the cannabis storefront retailer. No cannabis or cannabis-related odor shall be detectable on the exterior of the cannabis storefront retailer or in any interior area accessible in common by any person or other business. Such minimum odor control systems and practices shall include, but not be limited to, the following:

- a. An exhaust air filtration system with odor control that prevents internal cannabis and cannabis-related odors from being emitted externally; or
- b. An air system that creates negative air pressure between the cannabis storefront retailer's interior and exterior.

(18) *Outdoor Activities.* Cannabis storefront retailers are prohibited from using any exterior area for display, storage, or special events, the latter as defined by Section 7.20.020 of this Code, subject only to the exemptions set forth in sections 7.20.180(c) and (g) of this Code, except as provided herein. This subsection is not intended to preclude temporary uses as may be allowed by Chapter 13.10 of this Code or the display of signage as may be allowed by Chapter 13.20 of this Code, except as otherwise provided herein.

(19) *Overnight Parking.* Cannabis storefront retailers shall actively monitor and prevent vehicles not belonging to employees or used regularly for the delivery of cannabis products on behalf of the cannabis storefront retailer to park at the cannabis storefront retailer between the hours of 10 p.m. and 5 a.m. daily. For the purpose of this subsection, “actively monitor” shall include, but not be limited to, employing and training private security to actively identify violations of this subsection, including conducting an on-site inspection at least every 60 minutes during the hours of 10 p.m. and 5 a.m. daily and maintaining detailed records to substantiate the same. For the purpose of this subsection, “prevent” shall include, but not be limited to, making timely reports to local law enforcement, and expeditiously posting notices and towing vehicles in a manner consistent with the California Vehicle Code and other applicable laws. This requirement may alternatively be met by restricting access to the parking lots between the hours of 10 p.m. and 5 a.m. daily through the use of locking, permanent barrier gates; locking, ground-sleeved, removable bollards; or, similar access control systems that are configured in a manner that does not prohibit timely ingress/egress by emergency response vehicles. The use of cones, delineators, portable barricades, tape, or similar temporary traffic control devices does not satisfy this requirement.

- a. Locking, permanent barrier gates; locking, ground-sleeved

removable bollards; and, similar access control systems shall be color coordinated with adjacent walls and fencing or, if none, with the building, to provide for as uniform an appearance as possible.

b. Locking, permanent barrier gates; locking, ground-sleeved, removable bollards; and, similar access control systems that obstruct access to parking from an accessway or driveway from a public street shall be set back at least 18 feet from the nearest public street right-of-way line.

c. When locking, ground-sleeved, removable bollards or similar access control systems are used to satisfy this requirement, they shall be stored inside the cannabis storefront retailer at all times when not in use.

(20) *Security Measures.* In addition to complying with this section, cannabis storefront retailers shall develop, implement, and actively monitor security measures sufficient to protect the health, safety, and welfare of employees, patrons, passersby, and all other persons who may enter, cross over, or otherwise interact with parcel(s) on which they are located, at all times and on all days, regardless of the cannabis storefront retailer's hours of operation or any other factor. Such minimum security measures shall include, but not be limited to, the following:

a. Installing and maintaining a monitored commercial burglar alarm monitoring system with a feature timely notifying local law enforcement of any intrusions or alarm triggers, which shall at a minimum include all doors and windows and motion within areas containing cash or cannabis products when the cannabis storefront retailer is unattended;

b. Installing and maintaining a video surveillance system which shall continuously record (i) the immediate exterior of the buildings, (ii) all entrances and exits to the buildings and rooms in which cash is regularly stored, (iii) all fixed point of sale locations or at least every 20 feet throughout the entirety of the retail sales area if transactions are accepted in non-fixed locations, (iv) all driveways or other vehicle access points to the

parking lots at locations and with lighting sufficient to clearly identify lawfully installed and maintained vehicle license plates, (v) the fence lines between the parcel(s) and any immediately adjacent residential zoned parcel(s) in a manner that does not record any interior residential activities, and (vi) the driver's side and front passenger's side of each designated curbside delivery parking space (if any), at all times. Footage from such video surveillance systems shall be retained on a cloud-based server or otherwise off-site for at least 90 calendar days;

c. Posting (i) at each entrance and exit to the cannabis storefront retailer, (ii) at each driveway entrance to the cannabis storefront retailer, (iii) on each parking space-fronting side of each parking lot light pole (if any), and (iv) in front of each designated curbside delivery parking space (if any), a clear and legible notice in each of the languages for which the California Voting Rights Act requires the County of Orange to translate elections materials indicating the presence of the video surveillance system. For driveway entrances, parking lot light poles, and designated curbside delivery parking spaces, this requirement may alternatively be met by posting at those same locations a clear and legible, two-color icon of a video surveillance camera on a metal placard measuring at least 12 inches x 12 inches;

d. Ensuring that all exterior lights (excluding lighting directly permitted by the City with permanent signs, which shall be required to comply with such permitting) remains illuminated at least from dusk until dawn each day;

e. Providing private security to actively monitor and prevent illegal, criminal, and nuisance activities and activities inconsistent with this section at all times when the cannabis storefront retailer is engaged in the retail sale of cannabis, open to any member of the public, accepting deliveries, occupied by one or more employees, and for at least one hour after each day's end of retail sale of cannabis;

f. Storing all cannabis products in a secured and locked room, safe, vault, or similar repository, and in a manner as to prevent

diversion, theft, and loss, except for limited amounts of cannabis products used for display purposes and/or immediate sale;

g. Limiting the amount of cash that is present on-site at any single time and storing cash that is present, but not necessary to store in registers or other point-of-sale devices for reasonably anticipated business needs, in a time-triggered safe, vault, or similar repository where access is only possible after a pre-set period of time not less than 10 minutes elapses after the required credentials are provided, and in a manner as to prevent diversion, theft, and loss;

h. Posting at each entrance and exit to the cannabis storefront retailer, a clear and legible notice in each of the languages for which the California Voting Rights Act requires the County of Orange to translate elections materials indicating the presence of the time-triggered cash repository; and

i. Installing and maintaining on-site backup generator (including automatic transfer switches), or similar on-site energy source, that is of sufficient capacity and maintained in such condition as to be readily capable of powering all commercial burglar alarm monitoring systems, video surveillance systems (including associated lighting), telephone systems, access controls, and safes (to the extent connected to building power) for a period of no less than two hours of continuous use when regular energy systems as provided by the local utility company to the cannabis storefront retailer are inoperable, interrupted, or otherwise experiencing shortages, and without the need for manual switching from local utility to generator power.

1. More than one on-site backup generator or similar on-site energy source may be installed to serve a single cannabis storefront retailer in order to meet the requirements of this subsection.

2. On-site backup generators and similar on-site energy sources shall be architecturally integrated into one or



more concealing structures or otherwise screened from view from public right-of-way and residential properties by landscaping, topography, roofs, or walls. Roofs shall be color coordinated with underlying walls, if any, and with the building, to provide for as complimentary an appearance as possible. Walls shall be made of solid, split face, concrete masonry units that are color coordinated with adjacent walls and fencing or, if none, with the building, to provide for as uniform an appearance as possible. Landscaping shall be used to substantially screen walls over 30 inches in height.

3. On-site backup generators and similar on-site energy sources shall set back at least 40 feet from any residential zoned parcel, as measured from the outermost boundary lines of the closest parcels.

4. Aside from periodic maintenance and testing, on-site backup generators and similar on-site energy sources shall only be operated when regular energy systems as provided by the local utility company to the cannabis storefront retailers are inoperable, interrupted, or otherwise experiencing shortages. Maintenance and testing shall only occur within the hours of 8 a.m. and 8 p.m., Monday through Friday, excluding federal holidays.

(21) *Tobacco and Tobacco Cigarettes.* Cannabis storefront retailers shall not engage in the sale, dispensing, distribution, or storage of tobacco or tobacco cigarettes.

(22) *Visible Cannabis Products.* Cannabis storefront retailers shall not display or place any cannabis product in a manner in which it is wholly or partially visible from the exterior of any cannabis storefront retailer.

(23) *Waste and Recycling Receptacles.* Cannabis storefront retailers shall store all waste and recycling receptacles for collection – as the number and type may change from time-to-time to meet on-site needs or comply with applicable law – in trash enclosures enclosed by a

roofed structure with opaque walls and access point(s), as well as motion activated interior (under roof) lighting. Unless such service is not offered by the City's solid waste handling services franchisee, all waste and recycling receptacles for collection shall remain locked when not actively attended by an employee thereof or an employee of the City's solid waste handling services franchisee.

(g) *Business Tax Rate.* In accordance with Chapter 3.18 of this Code, the tax rate to which cannabis businesses holding a Type 10 (storefront retailer) license from the California Department of Cannabis Control shall be subject is the higher of the two following tax rates:

- (1) A minimum tax rate of 10 percent of gross receipts received or generated for each monthly reporting period; or
- (2) \$35.00 per square foot of floor area (annual tax rate) prorated monthly to 1/12 of the annual tax rate amount.

(h) *Violations and Penalties.*

- (1) This section may be enforced in any manner set forth in this Code, or as otherwise provided by law.
- (2) Any person who violates any provision of this section shall be guilty of a separate offense for each and every day, or any portion thereof, of which any violation of any provision of this section is committed, continued, or permitted by such person, and shall be punishable as misdemeanor or an infraction, at the discretion of the City Manager and/or City Attorney, and except as otherwise set forth below, the following penalties shall apply:

a. *Penalty for Misdemeanor Violation.* Any person convicted of a misdemeanor under any provision of this section shall be punishable by a fine of not more than \$1,000.00, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment.

b. *Penalty for Infraction Violation.* Any person convicted of an infraction under any provision of this section shall be punished by:

1. A fine not exceeding \$100.00 for a first violation;
2. A fine not exceeding \$200.00 for a second violation of the same provision within one year; and
3. A fine not exceeding \$500.00 for a third violation and for any additional violation of the same provision within one year.

(3) *Violations Deemed to be a Public Nuisance.* In addition to any penalties otherwise imposed, any violation of the provisions of this section is deemed to be a public nuisance which may be abated in the manner provided by law for the abatement of nuisances.

(4) *Attorneys' Fees and Court Costs.* In addition to any civil and criminal penalties as provided by the provisions of this section or otherwise, the City may recover reasonable attorneys' fees and court costs, and other such expenses of litigation and/or prosecution as it may incur by appropriate lawsuit against the person found to have violated any provisions of this section.

(i) *City Manager's Authority.* In addition to all other authority provided by state law, the City Council, and this Code, the City Manager shall have the following authority:

(1) For purposes of administration and enforcement of this section generally, the City Manager may from time to time promulgate such administrative interpretations, rules, and/or procedures consistent with the purpose, intent, and express terms of this section as the City Manager deems necessary to implement or clarify such provisions or aid in enforcement.

(2) The City Manager may delegate to, or enter into contracts with, public agencies or private entities to implement, administer, and/or enforce any of the provisions of this section on behalf of the City.

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**8.2**

**FISCAL YEARS 2023-25 BUDGET AND WORK  
PLAN & FISCAL YEARS 2023-34 CAPITAL  
IMPROVEMENT PROGRAM DEVELOPMENT  
(NO REPORT)**