



# City of Laguna Woods

## NOTICE OF SPECIAL CITY COUNCIL MEETING

**APRIL 29, 2024**

Please be advised that a special meeting of the Laguna Woods City Council will be held on April 29, 2024 at 2:00 p.m. The meeting will be held at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637.

The agenda for this meeting is attached.

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

A handwritten signature in blue ink that reads "Noel Hatch".

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NOEL HATCH, Mayor

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# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Special Meeting  
Monday, April 29, 2024  
2:00 p.m.

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

Noel Hatch  
Mayor

Shari L. Horne  
Mayor Pro Tem

Cynthia Conners  
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/Testimony: The City accepts public comments/testimony in-person and in writing. 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. 24-08, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City’s website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

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

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FOR ADDITIONAL INFORMATION

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

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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. 24-08, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

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

4/24/24  
Date

## **OPTIONS FOR PUBLIC COMMENTS/TESTIMONY**

### **1. In-Person**

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 by submitting a speaker card to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise allowed by the City Council.

Speakers are requested, but not required, to identify themselves, both on speaker cards and in comments/testimony. Speakers are advised that their names and any information submitted on speaker cards or otherwise provided in writing to the City may be disclosed or become a matter of public record. No speaker should expect privacy of such information.

### **2. In Writing**

Written public comments/testimony may be delivered to Laguna Woods City Hall (24264 El Toro Road, Laguna Woods, CA 92637) or sent via email ([cityhall@cityoflagunawoods.org](mailto:cityhall@cityoflagunawoods.org)) provided that they are received by the City prior to 2:00 p.m. on the day of this meeting.

Written public comments/testimony will be provided to the City Council and included in the City Clerk's written record of this meeting.

Parties submitting written public comments/testimony are requested, but not required, to identify themselves. Parties are advised that their names, email addresses, and any information submitted in writing to the City may be disclosed or become a matter of public record. No party should expect privacy of such information.

## **STREAM THIS MEETING ONLINE**

This meeting will be live streamed on Zoom (audio and/or video).

- Visit [www.zoom.us](http://www.zoom.us)
- Click on "Join" toward the top right of the webpage
- Enter the following meeting ID: 845 1957 0789
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 628675
- Enter a name and email address as required by Zoom

Please note that information you enter into Zoom may be publicly visible and/or visible to the City. No party should expect privacy of such information.

## **I. CALL TO ORDER**

### Introductory Notes:

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 by submitting a speaker card to City staff or proceeding to the podium, one-by-one, at the time an item is considered.

Members of the public wishing to address the City Council on items *not* appearing on this agenda may do so during Item V.

Each speaker will have the opportunity to speak for up to three minutes once per agenda item, unless otherwise allowed by the City Council.

Speakers are requested, but not required, to identify themselves, both on any applicable speaker cards and in comments/testimony. Speakers are advised that their names and any information submitted on speaker cards or otherwise provided in writing to the City may be disclosed or become a matter of public record. No speaker should expect privacy of such information.

## **II. ROLL CALL**

## **III. PLEDGE OF ALLEGIANCE**

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

### 4.1 Presentation Regarding Coyote Activity and Awareness – Laguna Beach/Laguna Woods Animal Services

*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. Pursuant to state law, the City Council is unable to take action on such items, but may ask clarifying questions of the speaker, engage in brief discussion, refer items to City staff, and/or schedule items for consideration at future meetings.

## **VI. CITY TREASURER’S REPORT – None; the monthly City Treasurer’s Report was provided at the regular meeting on April 17, 2024**

## VII. 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 or City staff requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action. Members of the public may address the City Council on items appearing on the Consent Calendar regardless of whether an item is removed for separate discussion and consideration of action.

### 7.1 City Engineering Services

*Recommendation:* Approve an agreement with NV5, Inc. for city engineering services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

### 7.2 Hazardous Waste Handling Services

*Recommendation:* Approve an extension of the agreement with WM Curbside, LLC for hazardous waste handling services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

### 7.3 Information Technology Services

*Recommendation:*

1. Waive the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension of an agreement with Practical Data Solutions.

AND

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

### 7.4 Solid Waste Handling Services

*Recommendation:* Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES, AND DETERMINING AND CERTIFYING THAT THE THIRD AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

7.5 Street Sweeping Services

*Recommendation:* Approve an extension of the agreement with Sweeping Corporation of America for street sweeping services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.6 Traffic Engineering Services

*Recommendation:* Approve an extension of the agreement with Iteris, Inc. for traffic engineering services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

7.7 City Hall Complex Parking Lot Improvement Project

*Recommendation:* Approve an extension and amendment of the agreement with NV5, Inc. for City Hall Complex Parking Lot Improvement Project services and authorize the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney.

7.8 El Toro Road Medians Improvement Project

*Recommendation:*

1. Approve final record plans and specifications reflecting completion of the “El Toro Road Medians Improvement

Project” as prepared by the project engineer.

AND

2. Accept project completion of the contract agreement with Kormex Construction, Inc. for the “El Toro Road Medians Improvement Project” and authorize the City Manager to execute and record, or cause to be executed and recorded, a notice of completion with the County of Orange.

AND

3. Authorize the City Manager to release the contract retention payment withheld per state law, and exonerate project posted bonds, for the “El Toro Road Medians Improvement Project,” 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

**VIII. PUBLIC HEARINGS – None**

**IX. CITY COUNCIL BUSINESS**

9.1 Local California Environmental Quality Act Guidelines

*Recommendation:* Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING LOCAL CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (PROCEDURES) ADOPTED PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE SECTION 21082, AND DETERMINING AND CERTIFYING THAT THE AMENDED LOCAL CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (PROCEDURES) ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

9.2 Ad Hoc Fiscal Year 2023-24 Audit Committee

*Recommendation:* Appoint two members of the City Council to an Ad Hoc Audit Committee beginning immediately through October 16, 2024 to work with the City's independent auditors on matters related to the Fiscal Year 2023-24 audit.

### 9.3 City Hall Building Signage

*Recommendation:* Provide direction to the City Manager on the placement and installation of signage on the exterior of City Hall.

## **X. ADJOURNMENT**

Next Regular Meeting:                      Wednesday, May 15, 2024 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

**4.1**  
**PRESENTATION REGARDING COYOTE**  
**ACTIVITY AND AWARENESS – LAGUNA**  
**BEACH/LAGUNA WOODS ANIMAL SERVICES**

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# Coyote Awareness

Like other communities located near wilderness areas, coyotes are a part of the local ecosystem. While most encounters with coyotes are non-threatening, coyotes can exhibit aggressive behavior and attack people and pets. Climate-related reductions in wilderness sources of food and water, as well as the presence of “attractants” such as off-leash dogs, free-roaming cats, pet food and water bowls left outside, and fallen fruit, may increase coyote activity in residential areas.

## What is Being Done?

Laguna Beach/Laguna Woods Animal Services works throughout the year to prevent and respond to instances of aggressive coyote behavior. Our approach to coyote control is multifaceted and includes:

- ✓ **Public Education** – Animal Services Officers are available to speak with residents and businesses one-on-one, in-person or by telephone, as well as at club meetings or other gatherings. For more information, please call Laguna Beach/Laguna Woods Animal Services at **(949) 497-0701 (Press 0)** or email **coyotes@lagunabeachcity.net**.
- ✓ **Hazing** – Animal Services Officers use sound, visual, and tactile stimuli to frighten coyotes and discourage their presence.
- ✓ **Habitat Management** – Animal Services Officers work closely with private property owners to eliminate “layups,” dens, and other areas where coyotes might hide, lurk, rest, or breed.
- ✓ **Trapping** – Trapping and other methods of population control are employed as conditions warrant. Research shows that there is a fine line between effective and ineffective population control efforts. While targeted trapping can be effective in disrupting aggressive behavior, it is not undertaken, nor would it be successful, as a strategy for reducing long-term populations. Coyotes also learn to avoid and manipulate traps over-time, causing continual trapping to be both impractical and ineffective.



**MYTH: Coyotes can be completely eradicated** – It is not possible to eradicate all coyotes due to their breeding and territorial patterns, nor would it be wise given ecosystem implications. Research shows that, often times, when coyotes are aggressively eradicated, their reproductive rates increase, with breeding occurring earlier and in greater numbers.

**MYTH: Coyotes can be controlled by poison or sterilization** – It is generally illegal to use poisons or toxicants to control coyotes. Similarly, there is no practical and, perhaps, lawful, sterilization practice.

**MYTH: Coyotes can be relocated** – Trapped coyotes must be destroyed as relocation is generally illegal and would, in any case, involve an unacceptable level of risk and liability.

***Our efforts are only as effective as residents are vigilant.*** Please do your part and follow the laws and recommendations described on the back of this flyer.

## What Can Individuals Do?

- ✓ **OBEY LEASH LAWS** – Keep your dog on a leash when outdoors. Allowing dogs to be off-leash for even “just a moment” (e.g., while bringing in the mail, unloading groceries, or at the end of a walk) greatly increases the risk of a coyote attack. When returning home from a walk, do not remove your dog’s leash until you are inside with the door securely closed behind you. **Allowing dogs to be outdoors without a leash is illegal and carries fines and penalties!** (Laguna Woods Municipal Code Section 5.14.010)
- ✓ Walk your dog using a leash of six feet or less. The greater the distance between you and your dog, the more likely a coyote is to attack. **Walking dogs using a leash longer than six feet is illegal and carries fines and penalties!** (Laguna Woods Municipal Code Section 5.14.010)
- ✓ **WHEN YOU WALK, WALK SAFELY** – Walk your dog in groups, whenever possible, and carry a whistle, air horn, or other noisemaker to startle any coyotes you encounter. In addition, stand tall, shout, flail your arms in a defiant manner, and throw rocks or other small objects.
- ✓ **KEEP CATS INDOORS** – Free-roaming cats are easy prey for coyotes, no matter the size or breed. Keep your cat inside your home to ensure its safety and avoid emboldening coyotes.
- ✓ **KEEP PET FOOD AND WATER BOWLS INDOORS** – Pet bowls are convenient sources of food and water for coyotes. Keep pet bowls indoors at all times. Doing so has the added benefit of enhancing your pet’s safety while eating and drinking.
- ✓ **DO NOT FEED WILDLIFE** – Though often well intentioned, feeding wildlife draws coyotes closer to populated areas where they can lose their natural fear and caution, making them a threat to both people and pets. **Feeding wildlife is illegal and carries fines and penalties!** (Laguna Woods Municipal Code Section 5.20.070)
- ✓ **PICK-UP FALLEN FRUIT** – Coyotes are omnivores, which means that they eat both meat and vegetation. Pick up fallen fruit, and remove fruit hanging within three feet of the ground, to prevent fruit trees from becoming sources of food for coyotes.
- ✓ **REPORT AGGRESSIVE COYOTE BEHAVIOR** – Too often, residents fail to report encounters with aggressive coyotes or make their reports to entities other than Laguna Beach/Laguna Woods Animal Services. As your animal services provider, we are only able to act on reports that we actually receive.



***DO NOT allow your dog to be off-leash.***



***Walk your dog in groups!***



***DO NOT feed wildlife.***

If you encounter a coyote exhibiting aggressive behavior, off-leash dogs, or feeding of wildlife, please call Laguna Beach/Laguna Woods Animal Services  
(949) 497-0701 (Press 0)

**7.0**  
**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:** April 29, 2024 Special Meeting

**SUBJECT:** Consent Calendar Summary

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### **Recommendation**

Approve all proposed actions on the April 29, 2024 Consent Calendar by single motion and City Council action.

### **Background**

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

### **Summary**

The April 29, 2024 Consent Calendar contains the following items:

- 7.1 Approval of an agreement with NV5, Inc. for city engineering services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. A Request for Proposals (“RFP”) for city engineering services was released on March 14, 2024 with proposals due by April 5, 2024. A public notice of the RFP’s availability was published in the *Laguna Woods Globe* on March 14, 2024. Notices were also directly distributed to at least 27 firms that provide engineering services. One proposal was received (NV5). After reviewing the proposal, staff recommends that the City Council award the agreement to NV5 due to

factors including, but not limited to, experience and performance to date. NV5 (formerly CivilSource) has provided city engineering services to the City since May 7, 2012 and is currently providing those services under an agreement that ends on June 30, 2024. NV5 provides or has provided similar services for the cities of El Monte, La Habra Heights, and Villa Park.

- 7.2 Approval of an extension of the agreement with WM Curbside, LLC for hazardous waste handling services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a two-year period through June 30, 2026, as allowed by the existing agreement. Staff recommends that the City Council approve the proposed extension due to factors including, but not limited to, the continuing need for the services provided and performance to date.
- 7.3 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding for an extension of an agreement with Practical Data Solutions. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Practical Data Solutions is currently providing information technology services to the City and has done so since mid-2014 with additional service for numerous years preceding mid-2012. Due to the continuing need for the services provided, performance to-date, and Practical Data Solutions' familiarity with the City's information technology systems, staff recommends waiving competitive bidding requirements for the proposed extension.

AND

- [2] Approval of an extension of the agreement with Practical Data Solutions for information technology services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2025 with no increase in rates or other changes to terms and conditions.
- 7.4 Adoption of a resolution approving and authorizing the execution of a third amendment of the agreement with CR&R Incorporation for solid waste handling services, and determining and certifying that the third amendment is exempt from the California Environmental Quality Act. This matter was

discussed at the regular meeting of the City Council on April 17, 2024. Due to an administrative error, it is necessary for the City Council to take action on this matter again. The resolution text (Attachment A) and first two pages of Exhibit A thereto were inadvertently omitted from the April 17, 2024 agenda packet. Those documents are included in the agenda packet for today's meeting. Exhibit A to Attachment A has been updated to incorporate the following modifications as discussed by staff on April 17, 2024:

- Revise all three proposed references to “April 1, 2024” in Section 8.9 to read “May 1, 2024”; and
- Revise the new sentence proposed to be added to the last bullet point in Exhibit A to read as follows: “The required minimum one-inch overhang shall apply to all Bin lids delivered, exchanged, or replaced, whether by Contractor or upon request from a Responsible Customer or the City Manager or per Section 8.9, on or after May 1, 2024.”

The April 17, 2024 agenda report is included as Attachment B, for reference.

- 7.5 Approval of an extension of the agreement with Sweeping Corporation of America for street sweeping services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a two-year period through June 30, 2026, as allowed by the existing agreement. Staff recommends that the City Council approve the proposed extension due to factors including, but not limited to, the continuing need for the services provided and performance to date.
- 7.6 Approval of an extension of the agreement with Iteris, Inc. for traffic engineering services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a two-year period through June 30, 2026, as allowed by the existing agreement. Staff recommends that the City Council approve the proposed extension due to factors including, but not limited to, the continuing need for the services provided and performance to date.
- 7.7 Approval of an extension and amendment of the agreement with NV5, Inc. for City Hall Complex Parking Lot Improvement Project services and authorization for the City Manager to execute the extension and amendment, subject to approval as to form by the City Attorney. The City Hall Complex

Parking Lot Improvement Project is included in the Fiscal Years 2023-34 Capital Improvement Program. In January 2024, the City Manager approved an agreement with NV5 to provide design and cost estimation services for the City Hall Complex Parking Lot Improvement Project at rates established by the existing as-needed engineering services agreement with NV5. The proposed extension and amendment would extend the term of the agreement from June 30, 2024 to June 30, 2025, modify the scope of services to include lighting design, and increase the cost of the agreement from \$49,920 to \$96,760 due to the modified scope of services. Sufficient funds to support the proposed extension and amendment are included in the City's budget. The existing agreement is available for review at or from City Hall.

- 7.8 [1] Approval of final record plans and specifications reflecting completion of the "El Toro Road Medians Improvement Project" as prepared by the project engineer (available for review at City Hall).

AND

[2] Acceptance of project completion of the contract agreement with Kormex Construction, Inc. for the "El Toro Road Medians Improvement Project" and authorization for the City Manager to execute and record, or cause to be executed and recorded, a notice of completion with the County of Orange.

AND

[3] Authorization for the City Manager to release the contract retention payment withheld per state law, and exonerate project posted bonds, for the "El Toro Road Medians Improvement Project," 35 days following recordation of the notice of completion with the County of Orange, to the extent allowed by state law.

The El Toro Road Medians Improvement Project is included in the Fiscal Years 2023-34 Capital Improvement Program. The City Council awarded the construction contract agreement to Kormex Construction on December 15, 2023. Construction is now complete.

## **7.1 CITY ENGINEERING SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
NV5, INC.  
FOR CITY ENGINEERING 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 NV5, 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, 2024 and ending at 11:59 p.m. on June 30, 2029. 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 7.1

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 7.1

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 7.1

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 7.1

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.

(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: NV5, Inc.  
ATTN: EVP/Chief Operating Officer  
133 Technology Drive, Suite 200  
Irvine, CA 92618

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.**

## ITEM 7.1

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 ESIGN 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:**

Approved as to Form:

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

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

**CONSULTANT:**

By \_\_\_\_\_  
Jeffrey M. Cooper, EVP, Chief Operating Officer

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

CONSULTANT shall perform and complete city engineering 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 "Scope of Services" and this AGREEMENT.

**NOTICES**

**PLEASE NOTE THAT PORTIONS OF THIS WORK ARE SUBJECT TO PREVAILING WAGE.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,17733.1".

**California Department of Industrial Relations Registration Requirement** – No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**MINIMUM PERSONNEL REQUIREMENTS**

City Engineer

CONSULTANT shall provide a registered civil engineer, licensed in the State of California, to serve in the capacity of City Engineer. The individual CONSULTANT assigns to this role shall have a minimum of five (5) years' experience serving as the City Engineer or a senior-level engineer for a city in the state of California. Knowledge of Orange County's Measure M2 and Americans with Disabilities Act and other accessibility regulations is highly desirable. The City Engineer shall be CITY's main point of contact for city engineering services.

**GENERAL SERVICES DESCRIPTION**

CONSULTANT shall provide services generally associated with a municipal engineering/public works department including, but not limited to, engineering design, public works inspection, development review, and administrative support services.

Engineering Design may include, but is not limited to:

- Preparing plans, specifications, drawings, design calculations, and cost estimates.
- Securing title reports, easements, and environmental permits and clearances.
- Drafting bid and proposal solicitations, including public notices and scopes of work.
- Evaluating bids and proposals received, including completing reference checks.
- Responding to and evaluating change orders and requests for information.
- Performing project and construction monitoring and management.
- Coordinating project completion activities, including release of retentions and bonds.
- Filing and recording documents with various governmental agencies and offices.
- Preparing, compiling, and disseminating qualitative and quantitative documentation and data, including procedures, correspondence, reports, inventories, logs, and photographs.

Public Works Inspection may include, but is not limited to:

- Inspecting streets, right-of-way, parks, and other public property to identify the need for cleaning, repairs, and other response-oriented or preventative maintenance (e.g., graffiti; vandalism; damaged, faded, or missing road signs; pavement damage or deterioration; and, overgrown vegetation); taking enforcement actions; and, making notifications.
- Removing illegal temporary signs from public property, including medians, rights of way, parks, light poles, structures, equipment, and other property owned or controlled by CITY in accordance with CITY policy and the Laguna Woods Municipal Code.
- Identifying activities occurring on public property without a valid encroachment permit from CITY and issuing related stop work orders and taking enforcement actions.
- Assisting with the administration of, and providing technical support related to, agreements with other independent contractors for landscape, public right-of-way, and traffic signal/device maintenance, as well as street sweeping, sign repair, and other related services by:
  - Performing field inspections to verify that independent contractors are providing services in accordance with agreements, regulations, policies, and plans;
  - Issuing stop work orders and taking enforcement actions related to the performance of independent contractors pursuant to agreements, regulations, policies, and plans;
  - Reviewing, evaluating, and responding to independent contractors' requests for information and other technical inquiries; and
  - Reviewing, evaluating, and making recommendations regarding proposals submitted by independent contractors for work not explicitly authorized by agreements.
- Providing testimony and evidence for administrative and legal proceedings.
- Preparing, compiling, and disseminating qualitative and quantitative documentation and data, including procedures, correspondence, reports, inventories, logs, and photographs.
- Assisting with training, community events, and business and public outreach.

At all times during Public Works Inspection activities, CONSULTANT's personnel shall be dressed in clean, high visibility uniforms, appropriate to the nature of the work performed, with the company name clearly identified. No portion of a uniform shall be removed or not

worn. Personnel not in full uniform shall be immediately removed from the work zone.

Development Review may include, but is not limited to:

- Providing engineering-related plan review and approval for development projects.
- Processing and issuing engineering-related encroachment and grading permits, including interacting with applicants and calculating related fees and bond amounts.
- Inspecting engineering-related projects to verify compliance with CITY regulations, codes, and policies; taking enforcement actions; and, making notifications.
- Processing and making recommendations regarding requests for bond release.
- Preparing, compiling, and disseminating qualitative and quantitative documentation and data, including procedures, correspondence, reports, inventories, logs, and photographs.

Administrative Support may include, but is not limited to:

- Assisting with the identification of and application for external grant funds.
- Ensuring that engineering-related projects comply with the requirements of respective funding agencies and programs (e.g., Orange County Transportation Authority).
- Preparing external funding-required reports, funding requests, and documentation.
- Participating in the development of CITY's 11-year capital improvement program, including analyzing needs, drafting scopes of work, and estimating costs.
- Participating in the development of ordinances, resolutions, and other instruments.
- Tracking revenues and expenditures of engineering-related projects.
- Preparing and submitting annual federal Disadvantaged Business Enterprise reports.
- Attending meetings with residents, businesses, CITY staff, City Council of CITY, and others.
- Preparing, compiling, and disseminating qualitative and quantitative documentation and data, including procedures, correspondence, reports, inventories, logs, and photographs.
- Responding to public records requests within seven (7) calendar days.

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

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

*Table B-1: Compensation Schedule – Personnel*

CONSULTANT Personnel Title	Hourly Rate <sup>1</sup>		
	<i>Regular</i> <sup>A</sup>	<i>Special 1</i> <sup>B</sup>	<i>Special 2</i> <sup>C</sup>
City Engineer	\$155	\$232.50	\$310
Plan Check Engineer	\$137	\$205.50	\$274
Project Manager	\$152	\$228	\$304
Quality Assurance Manager	\$152	\$228	\$304
Assistant Project Manager	\$133	\$199.50	\$266
Senior Engineer/Designer	\$133	\$199.50	\$266
Project Engineer	\$130	\$195	\$260
Administration	\$85	\$127.50	\$170
CADD Drafter	\$85	\$127.50	\$170
Engineering Technician	\$102	\$153	\$204
Assistant Engineer	\$98	\$147	\$196
Surveying (2-person crew) (prevailing wage) <sup>2</sup>	\$250	\$375	\$500
Construction Manager	\$155	\$232.50	\$310
Construction Inspector (prevailing wage) <sup>2</sup>	\$125	\$187.50	\$250
Office Engineer	\$75	\$112.50	\$150

<sup>1</sup> Hourly rates are not subject to minimums or maximums and are all inclusive. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, equipment, supplies, food, drink, or attire, except as noted below.

<sup>2</sup> **ALL SURVEYING AND CONSTRUCTION INSPECTOR SERVICES PERFORMED BY CONSULTANT UNDER THIS AGREEMENT ARE SUBJECT TO PREVAILING WAGE.** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. CONSULTANT shall pay to all persons employed on the project by CONSULTANT sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770,1773,17733.1”.

CONSULTANT shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at all times during the term of this AGREEMENT. All surveying and

## ITEM 7.1

public works inspector services performed by CONSULTANT under this AGREEMENT are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<sup>A</sup> “Regular” hourly rates are charged for the first eight hours per calendar weekday (Monday through Friday) that each of CONSULTANT’s personnel spend performing work under this AGREEMENT. Time that CONSULTANT’s personnel spend performing work for other clients or parties other than CITY shall not be counted for the purpose of determining hourly rates under this AGREEMENT.

<sup>B</sup> “Special 1” hourly rates are charged for time (1) in excess of eight hours, up to 12 hours, per calendar day, and (2) any time on Saturdays, that each of CONSULTANT’s personnel spend performing work under this AGREEMENT. Time that CONSULTANT’s personnel spend performing work for other clients or parties other than CITY shall not be counted for the purpose of determining hourly rates under this AGREEMENT.

<sup>C</sup> “Special 2” hourly rates are charged for time (1) in excess of 12 hours per calendar day, (2) any time on Sundays, and (3) any time on holidays, that each of CONSULTANT’s personnel spend performing work under this AGREEMENT. Time that CONSULTANT’s personnel spend performing work for other clients or parties other than CITY shall not be counted for the purpose of determining hourly rates under this AGREEMENT. For the purpose of “Special 2” hourly rates, “holidays” shall mean New Years Day, Lincoln Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day. CONSULTANT may modify its list of holidays with a minimum of 30 calendar days’ written notice to CITY in response to changes in determinations by the California Department of Industrial Relations regarding holidays observed for the purpose of paying prevailing wage.

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The hourly rates listed in Table B-1 are all inclusive, with the exception of permits and licenses obtained by CONSULTANT on behalf of CITY; reproduction/scanning completed by a party other than CONSULTANT; oversized printing completed by a party other than CONSULTANT; delivery, freight, and courier services completed by a party other than CONSULTANT; and, subcontracted services, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost without markup (as evidenced by receipts). Subcontracted services shall be subject to a 15% markup over cost (as evidenced by receipts).

Hourly and other compensation rates set forth in this EXHIBIT "B" shall increase by 2% on July 1, 2025 and on each subsequent July 1 during the term of this AGREEMENT.

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) or equivalent.

(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 \$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.

ITEM 7.1

(4) Professional Liability: \$1,000,000 per claim and no less than \$2,00,000 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 7.1

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.

## **7.2 HAZARDOUS WASTE HANDLING SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**EXTENSION OF THE  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
WM CURBSIDE, LLC  
FOR HAZARDOUS WASTE HANDLING SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 23, 2021, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and WM Curbside, LLC, a Delaware limited liability company ("CONTRACTOR"), is made and entered into this \_\_\_\_\_ by and among the CITY and CONTRACTOR.

**WHEREAS**, the initial term of the AGREEMENT was for the period between July 1, 2021 and 11:59 p.m. on June 30, 2024; and

**WHEREAS**, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through a maximum of 11:59 p.m. on June 30, 2026.

**NOW THEREFORE**, the parties amend the AGREEMENT as follows:

1. CITY and CONTRACTOR hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2026 with no changes to the terms and conditions of the AGREEMENT.

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

**CITY OF LAGUNA WOODS:**

Approved as to Form:

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

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

**CONTRACTOR:**

By \_\_\_\_\_  
Michael Hammer, Authorized Signatory

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## **7.3 INFORMATION TECHNOLOGY SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 28, 2017, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Practical Data Solutions ("CONSULTANT"), is made and entered into this \_\_\_\_\_ by and among the CITY and CONSULTANT.

**WHEREAS**, the initial term of the AGREEMENT was for the period between July 1, 2017 and 11:59 p.m. on June 30, 2019; and

**WHEREAS**, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT for any applicable mutually agreeable period; and

**WHEREAS**, the term of the AGREEMENT was previously extended for periods through 11:59 p.m. on June 30, 2024.

**NOW THEREFORE**, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2025 with no changes to the terms and conditions of the AGREEMENT.

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

**CITY OF LAGUNA WOODS:**

Approved as to Form:

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

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

**CONSULTANT:**

By \_\_\_\_\_  
John McDermott, Owner

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## **7.4 SOLID WASTE HANDLING SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**RESOLUTION NO. 24-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES, AND DETERMINING AND CERTIFYING THAT THE THIRD AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**WHEREAS**, on October 14, 2021, the City Council approved an exclusive franchise agreement with CR&R Incorporated for solid waste handling services, the term of which began on January 1, 2022 (“Agreement”); and

**WHEREAS**, on December 15, 2021, the City Council approved the first amendment of the Agreement; and

**WHEREAS**, on February 9, 2022, the City Council approved the second amendment of the Agreement; and

**WHEREAS**, the City and CR&R Incorporated mutually desire to amend the Agreement as described in Exhibit A attached hereto (“Amendment”); and

**WHEREAS**, California Public Resources Code Section 49300 requires the City Council to approve contracts for the collection and disposal of solid waste by either resolution or ordinance.

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

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

**SECTION 2.** The City Council hereby determines and certifies that it can be seen with certainty that the Amendment does not have a possibility of having a significant effect on the environment. Therefore, the adoption of the Amendment is not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

**SECTION 3.** The City Council hereby approves the Amendment with

CR&R Incorporated, subject to the terms and conditions set forth in this resolution and the Amendment, which is attached hereto as Exhibit A and incorporated herein by reference, and authorizes the Mayor to execute the Amendment, subject to approval as to form by the City Attorney.

**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 2024.

\_\_\_\_\_  
NOEL HATCH, 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. 24-XX** was duly adopted by the City Council of the City of Laguna Woods at a special meeting thereof, held on the XX day of XX 2024, by the following vote:

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

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

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN CITY OF  
LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING  
SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES ("Amendment No. 3") is made and entered into as of \_\_\_\_\_ day of April, 2024 ("Effective Date"), by and between the CITY OF LAGUNA WOODS ("City"), and CR&R INCORPORATED ("Contractor").

**RECITALS**

A. On or about January 1, 2022, City and Contractor entered into that certain Agreement between City of Laguna Woods and CR&R Incorporated for Solid Waste Handling Services ("Agreement"), pursuant to which City agreed to provide to Contractor an exclusive franchise for Solid Waste Handling Services within the City of Laguna Woods.

B. Subsequent to the adoption of the Agreement, City and Contractor negotiated a variety of modifications to the Agreement, including modifications to (1) facilitate the replacement of all residential non-low-profile bins with low-profile bins, (2) establish a new standard for bin lids to have a minimum one-inch overhang, (3) lower the maximum annual Consumer Price Index adjustment of Contractor's maximum customer rates by 1%, (4) allow collection from certain commercial properties to begin one hour earlier, and (5) modify various provisions of the agreement for consistency with state law and/or based on City's experience managing the agreement since 2022. City and Contractor now wish to amend the Agreement accordingly.

**AMENDMENT**

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Amendment. The Agreement is hereby amended as set forth in Exhibit A.
2. Effect of Amendment. Except as expressly provided in this Amendment No. 3, all of the terms, conditions, and provisions set forth in the Agreement shall remain in full force and effect.
3. Effective Date. The effective date of this Amendment No. 3 shall be the later of the dates set forth next to the signatures of the parties hereto, after both parties hereto have signed this Amendment No. 3, which date shall be inserted into the preamble to this Amendment No. 3.
4. Representations. The persons executing this Amendment No. 3 on behalf of each party hereto warrant that (a) they are duly authorized to execute this Amendment on behalf of the

ITEM 7.4 – Exhibit A to Attachment A

party for whom they sign, and (b) by so executing this Amendment No. 3, the party for whom they sign is formally bound to the provisions of this Amendment No. 3.

5. Counterparts. This Amendment No. 3 may be executed in counterparts, each of which, when both parties hereto have signed this Amendment No. 3, shall be deemed an original.

IN WITNESS WHEREOF, City and Contractor have caused this instrument to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

**“City”**  
**CITY OF LAGUNA WOODS**

By: \_\_\_\_\_  
Noel Hatch, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Yolie Trippy, CMC, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Alisha Patterson, City Attorney

**“Contractor”**  
**CR&R INCORPORATED**

By: \_\_\_\_\_  
Cliff Ronenberg, Chairman and  
Chief Executive Officer

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

[END OF SIGNATURES]

**EXHIBIT A TO AMENDMENT NO. 3**

*Section 8.1.9 of the Table of Contents is amended to read as follows and with the correct page number inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):*

8.1.9 Record of ~~Non-collection~~Non-Collection.....XX

*Section 8.9 (Low Profile Bins) is added to the Table of Contents and with the correct page number inserted in place of “XX”:*

8.9 Low Profile Bins.....XX

*Section 10.8.3 of the Table of Contents is amended to read as follows and with the correct page number inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):*

10.8.3 ~~Complaint Documentation~~Service Complaints and Inquiries.....XX

*Section 10.9 of the Table of Contents is amended to read as follows and with the correct page numbers inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):*

10.9 Education and Public Awareness.....XX  
 10.9.1 General.....XX  
 10.9.2 Written Program Materials.....XX  
 10.9.3 Public Outreach.....XX  
 10.9.4 ~~Corrective Action Notice~~RESERVED.....XX  
 10.9.5 AB 341, AB 1826, and SB 1383 Implementation Plan.....XX

*Section 8.1.4 (“Collection Times”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):*

8.1.4 Collection Times

Contractor shall ~~not commence~~only engage in Collection of Solid Waste for Customers at Residential Premises between the hours of ~~until~~ 7:00 a.m., ~~nor shall such activities occur after and~~ 5:00 p.m. ~~at Residential Premises~~ and shall only engage in Collection of Solid Waste from Commercial Premises between the hours of 6:00 a.m. and ~~after~~ 7:00 p.m., except that Containers that are located on Commercial Premises within two hundred (200) feet of a dwelling unit shall only be collected between the hours of 7:00 a.m. and 7:00 p.m. for Commercial Premises. No Solid Waste Collection shall occur on Sundays

## ITEM 7.4 – Exhibit A to Attachment A

at Residential Premises, except as may be requested by Responsible Customers in exceptional circumstances for which specific approval is given by the City Manager. Solid Waste Collection shall not occur on the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

***Section 8.1.7(E) (“Replacement of Containers”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

(E) Contractor shall ensure it maintains an accurate list that contains the total number of Containers it services, including the account/~~customer~~-Customer number, service address, GPS coordinates, type and size of Container, service days, and the serial number or other identifying information associated with each Container. Contractor shall keep this list up to date at all times, provide it to City within ten (10) days of any update, and shall include a current updated list with each ~~annual~~-monthly report as set forth in Section ~~23.3~~23.1. In addition, Contractor shall provide this list to City within forty-five (45) days of the Service Commencement Date.

***Section 8.1.7(G) (“Replacement of Containers”) is amended to read as follows (additions shown in underlining):***

(G) Upon request and no more than one time per calendar year for Refuse and Recycling Carts, and no more than two times per calendar year for Organics Carts, Contractor shall exchange a Customer's Cart for a “like new” Cart at no additional charge on Customer's next regular Collection day unless City requests an earlier exchange, in which case Contractor shall make the exchange within forty-eight (48) hours of notification from City. In instances where a Responsible Customer requests an exchange of more than fifty percent (50%) of any single type of Cart assigned to their account, such exchange shall be made within thirty (30) calendar days from the date of the request. In addition, Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Carts at no charge to Customers on Customer's next Collection day, unless City requests earlier repair, maintenance, removal of graffiti, or replacement, in which case, Contractor shall cause such work to be completed within forty-eight (48) hours of notification from City (Sundays and holidays as described in Section 8.1.4 excepted). However, Contractor shall be entitled to charge Customers for the replacement of any Cart that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement.

***Section 8.1.7(H) (“Replacement of Containers”) is amended to read as follows (additions shown in underlining):***

(H) All Bins and Roll-off Boxes shall be kept freshly painted in a uniform fashion. All Bins and Roll-off Boxes shall be identified with Contractor's name and phone

number in letters not less than three inches high on its exterior so as to be visible and legible when the Container is placed for use. In addition, Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Bins and Roll-Off Boxes at no charge to Customers on Customer's next Collection day, unless City requests earlier repair, maintenance, removal of graffiti, or replacement, in which case, Contractor shall cause such work to be completed within forty-eight (48) hours of notification from City (Sundays and holidays as described in Section 8.1.4 excepted). However, Contractor shall be entitled to charge Customers for the replacement of any Bin or Roll-Off Box that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement.

***Section 8.1.9 ("Record of Non-Collection") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

8.1.9 Record of Non-~~collection~~Collection

As more fully set forth herein, Contractor shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous substances) or which are commingled with such materials. Whenever Contractor determines not to Collect any ~~Solid Waste material~~ deposited for Collection, Contractor shall leave a tag affixed to the Container at least 2" by 6" in size, indicating the reason for Contractor's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). QR codes or URL links leading to information about the reason for Contractor's refusal to Collect may be used on tags affixed to Containers on Commercial Premises in lieu of either handwritten information or information left by means of a check system. The tag shall provide Contractor's business name and its local telephone number and shall be securely fastened to the Container ~~or the article refused~~. Contractor shall also notify the Responsible Customer of its refusal to Collect by telephone or email within twenty-four (24) hours of such non-Collection. Contractor may provide comparable notifications to Responsible Customer via email, in lieu of leaving tags affixed to the Container, when so agreed by the Responsible Customer. For any Solid Waste Container that is inaccessible to Contractor for Collection, Contractor shall notify the Responsible Customer of its inability to access the Container by telephone or email within twenty-four (24) hours of attempted Collection. Contractor shall maintain a record of all such ~~taggings~~ refusals or inability to Collect at its place of business. Such record shall contain the date of such ~~notice~~ refusals or inability to Collect, street address, reason for ~~non-collection-non-Collection~~, and a summary of any communications between Contractor and Customer involved, including names, dates, and times thereof. Such record shall be retained and reported to City on a monthly basis in accordance with Section 23.1. ~~Contractor shall follow-up with all Customers receiving a tag for non-collection by telephone within twenty-four (24) hours.~~

**Section 8.2.7 (“Residential Green Waste Program”) is amended to read as follows (additions shown in underlining):**

8.2.7 Residential Green Waste Program

As of the Effective Date of this Agreement, source separated Green Waste generated from Residential Premises is collected by third-parties and Contractor shall not be required to provide source separated Green Waste Collection from Residential Premises. ~~However, should source separated Green Waste generated from Residential Premises cease to be Collected by third parties, Contractor shall, if requested by City, commence source separated Collection of that Green Waste and Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit A in order to compensate Contractor for the source separated Collection and proper handling of Green Waste.~~ City reserves the right to contract with a Person other than or in addition to Contractor for the Collection of source separated Green Waste, and in such case, source separated Green Waste collected by other Persons would be deemed excluded from scope of Franchise pursuant to Section 3.2.

Notwithstanding the above, Contractor is required to Collect Green Waste that a Customer discards as Solid Waste and places in a Refuse Cart, Organics Container, or other Container for Collection.

Should Green Waste Collection commence for any Residential Premises or Responsible Customer, the number, type and size of Containers provided by Contractor for Collection of Green Waste, and the frequency of Collection, shall be mutually agreed upon by Customer or Responsible Customer, where applicable, and Contractor, except that Collection shall occur not less than one time per week and the City Manager shall have the right to impose minimum requirements for Container numbers, types and sizes and more frequent Collection should he/she/they determine such action is needed to protect public health and safety or comply with Applicable Laws. Contractor may charge rates for such services which do not exceed the maximum rates set forth in Exhibit A.

In the event of any dispute as to the adequacy of the number, type, size, or Collection frequency of Containers at any given Residential Premises, the City Manager shall have the ability to approve the number, type, size, and Collection frequency of Containers used at such Residential Premises.

Wherever feasible, Customers shall be directed by Contractor to place Carts for Collection on the sidewalk or in the street gutter, against the curb, in front of their Premises, or adjacent to their Premises in the alley or easement in the rear of their Premises. Bins and Roll-off Boxes shall be Collected by Contractor from the location upon each Customer’s property designated for their storage and replaced to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by Customer and Contractor. If a Customer and Contractor cannot agree upon a Collection location, or if the City Manager determines the selected location may cause

public safety or other concerns, the City Manager may make the final determination of the Collection location.

In the event extra pickups are required at a Residential Premises, Contractor may charge Customer or Responsible Customer, where applicable, for such pickups rates which do not exceed the maximum rates set forth in Exhibit A.

***The first paragraph of Section 8.3.2 (“Commercial Recycling Services”) is amended to read as follows (additions shown in underlining):***

Contractor shall offer and provide a commercial Recycling program (the “Commercial Recycling Program”) that enables City and Customers to meet or exceed the requirements of ~~all laws and regulations related to solid waste and recycling~~ Applicable Laws, including without limitation AB 341 and SB 1383, and implements the related provisions of Contractor’s Implementation Plan set forth in Exhibit C, and achieves the Diversion requirements set forth in this Agreement.

***Section 8.3.4 (“Commercial Collection Programs - Education and Outreach”) is amended to read as follows (additions shown in underlining).***

#### 8.3.4 Commercial Collection Programs - Education and Outreach

Contractor shall produce, keep current, and provide public information in compliance with all laws and regulations related to Solid Waste and Recycling, including without limitation AB 939, AB 341, AB 1826, and SB 1383 and that specifically outlines its Commercial Premises Collection Programs. Contractor’s public information and outreach efforts shall occur on a schedule substantially similar to that set forth in Contractor’s Proposal, modified in a manner acceptable to the City Manager to account for the date this Agreement is approved. All public information, education and outreach related materials and content shall be approved in advance by the City Manager, shall be consistent with Contractor’s Proposal, and shall include at least the following:

- an initial mailing letter to all Customers introducing Contractor and explaining the transition that will occur to Contractor as well as Contractor’s programs.
- a detailed brochure that describes Contractor’s recycling programs, with such brochures being made available to all Customers throughout the Term including by mailing them to new Commercial Customers who subscribe for Collection services during the Term, and by placing them at community locations designated by the City Manager from time to time.
- a dedicated, separate page on Contractor’s website for City which outlines Contractor’s services.

- social media platforms designed to provide education to Customers on the importance of recycling and proper means by which to utilize Contractor’s programs.

***Section 8.6.3.1 (“Warranties and Representations”) is amended to read as follows (deletions shown with ~~strikethrough~~):***

8.6.3.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City’s Source Reduction and Recycling Element (the “SRRE”), that it is familiar with City’s waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the Diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for Diversion, and any other requirements) set forth in any relevant law or regulation, including without limitation AB 939, AB 341, AB 1826 and SB 1383, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth in Exhibit A (including if it implements new programs to achieve such goals which are not called out herein). Stated otherwise, Contractor acknowledges that it is responsible for ensuring that its various programs achieve the Diversion requirements hereunder, and that it may be required to modify its programs from time to time, at no additional cost to City or Customers, to meet such Diversion requirements. ~~Contractor specifically acknowledges that City’s current mandated Diversion goal as set forth pursuant to the Applicable Laws is fifty percent (50%), and that this is subject to possible modification pursuant to the provisions of AB 341.~~

***Section 8.6.4 (“Guaranteed Minimum Contractor Recycling Rate”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~).***

8.6.4 Guaranteed Minimum Contractor Recycling Rate

~~Contractor shall divert a minimum of fifty percent (50%) of all Solid Waste it Collects under this Agreement for each calendar year beginning January 1, 2022 (“Recycling Diversion Requirement”). Diversion of materials not Collected by Contractor shall not be counted towards meeting the Recycling Diversion Requirement. Contractor shall not be entitled to a reduction in the Recycling Diversion Requirement, or a rate adjustment, if or when:~~

- ~~•Transformation or other facilities are no longer available for any reason; or~~
- ~~•CalRecycle diversion credit under AB 939 or other Applicable Laws is no longer provided for Solid Waste sent to a Transformation Facility.~~

## ITEM 7.4 – Exhibit A to Attachment A

~~To comply with this Section, Contractor is required to submit tonnage reports supporting the Recycling Diversion Requirement to City within 45 days of the end of each calendar year, and to provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with Section 18.7.3.6 and/or termination of this Agreement pursuant to Section 18.6(H).~~

Contractor agrees to implement measures which will result in it diverting from landfill disposal a sufficient amount of Solid Waste such that City's actual per capita disposal is less than its targeted per capita disposal as shown annually in its Electronic Annual Report (EAR) to CalRecycle (the "Recycling Diversion Requirement"). In the event that the per capita disposal target imposed by the Applicable Laws upon the City decreases (i.e., City's diversion obligations increase), City and Contractor will meet and confer in good faith to find applicable solutions and programs to ensure City complies with such changes to the Applicable Laws; and, further, to arrive at an adjustment to the maximum rates set forth in Exhibit A to cover any costs associated therewith.

To comply with this Section, Contractor shall, within 45 days of the end of each calendar year, submit tonnage reports and any other supporting documentation as may reasonably be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with Section 18.7.3.6 and/or termination of this Agreement pursuant to Section 18.6(H).

***Section 8.6.7 ("Excessively Contaminated Containers") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

Without limiting Contractor's overall diversion obligations pursuant to this Agreement, Contractor and City agree to work together to identify what materials are appropriate for inclusion in Containers ~~designed~~ designated for the Collection of mixed Solid Waste, ~~Recyclables~~, Organic Materials and Green Waste, and what materials if placed therein constitute "~~contamination~~" and "excessive contamination". Unless otherwise directed by City to ensure Contractor's obligations are consistent with Contractor's Proposal, or as may be modified to ensure consistency with City's Municipal Code and Applicable Laws, Contractor and City agree to utilize the following procedures to assist in minimizing contamination:

~~(A)~~—If Contractor documents that a particular Refuse Container, Recycling Container, Organics Container, or Green Waste Container is excessively contaminated, Contractor shall service the Container, making whatever accommodations are necessary (at no additional cost to Customer), such as Collecting the Container as Refuse, or removing the contamination prior to Collection. Contractor shall ~~affix a notice to the Container or Customer's entrance to Residential Dwelling Unit or Commercial Premises, and send an electronic copy of the notice to Customer if an email address is on file, with~~

~~language intended to inform Customer that:~~ follow the notification procedures set forth in Section 8.1.9 for the first three instances of such excessive contamination of a single container in a twelve (12) month period. Contractor may charge Responsible Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A for the fourth and subsequent instance of excessive contamination of a single Container within a twelve (12) month period. In addition, where there have been four (4) or more instances of excessive contamination in a single Container in any twelve (12) month period, Contractor may (with approval of the City Manager) deliver additional or larger Containers to Responsible Customer, or require additional Collections as appropriate, and charge Responsible Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.

- ~~(1) — The Container required special Collection services and the contents could not be readily recycled due to the presence of non-Recyclable Material in the Container;~~
- ~~(2) — What materials are and are not to be placed in the Container;~~
- ~~(3) — Warning that future instances of contamination may result in administrative civil penalties; and~~
- ~~(4) — A telephone number to contact Contractor to obtain additional information and/or receive responses to any questions Customer may have.~~

~~For Containers in which the Responsible Customer is not the primary Solid Waste generator, a similar notice shall be provided to the Responsible Customer.~~

~~(A) — In the event the same Refuse Container, Recycling Container, Organics Container, or Green Waste Container in question is found to be contaminated a second and third time, Contractor shall provide a second and third notice substantially similar to the first, and affix it to the Container or Customer's entrance to Residential Dwelling Unit or Commercial Premises, and send an electronic copy of the notice to Customer if an email address is on file. Thereafter, if the Container in question continues to be excessively contaminated, Contractor may charge Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A. In addition, where there have been three (3) or more instances of excessive contamination in a single Container in any twelve (12) month period, Contractor may (with approval of the City Manager) deliver additional or larger Containers to Customer, or require additional weekly Collections as appropriate, and charge Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.~~

**Section 8.9 (Low-Profile Bins) is added to read as follows (additions shown in underlining):**

8.9 Low-Profile Bins

## ITEM 7.4 – Exhibit A to Attachment A

Contractor shall replace all non-Low-Profile Bins with Low-Profile Bins at all Residential Premises no later than December 31, 2025. Low-Profile Bins shall be metal or plastic Bins no less than forty-six (46) inches and no more than fifty-five (55) inches from the bottom of the caster to the Bin lid lip, with lightweight overhanging lids and labels that comply with the specifications in Exhibit B. Contractor shall provide written notification to City of its progress in meeting each performance milestone, including the location of all replacements, within five (5) calendar days of each performance milestone deadline:

- (1) Performance Milestone One: Between May 1, 2024 and December 15, 2024, at least one hundred twenty-five (125) non-Low-Profile Bins shall be replaced with Low-Profile Bins at Residential Premises. Only non-Low-Profile Bins replaced with Low Profile Bins at Residential Premises on or after May 1, 2024 shall be counted toward Performance Milestone One.
- (2) Performance Milestone Two: Between May 1, 2024 and June 15, 2025, at least two hundred fifty (250) non-Low-Profile Bins shall be replaced with Low-Profile Bins. Replacements counted toward Performance Milestone One shall be counted toward Performance Milestone Two.
- (3) Performance Milestone Three: All non-Low-Profile Bins shall be replaced with Low-Profile Bins by December 31, 2025.

During Contractor’s planned replacement of all non-Low-Profile Bins as described in this Section, Contractor shall prioritize, at any given time, twenty (20) spontaneous Customer requests for non-Low-Profile Bin replacements in order of the date received. Contractor shall complete such replacements no later than twenty-one (21) calendar days from the date that each Customer request is received by Contractor. If more than twenty (20) spontaneous Customer requests have been received by Contractor in any twenty-one (21) calendar day period, when each such Customer request is completed, the next such Customer request in order of the date received shall be added to the twenty (20) prioritized Customer requests.

Should Contractor meet all the performance milestones described in this Section, City shall waive Contractor’s obligation to pay the liquidated damages incurred due to Contractor’s failure to meet its Recycling Diversion Requirement for the 2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12.

Should Contractor meet all the performance milestones described in this Section, be in compliance with all other provisions of this Agreement, and successfully complete the extension performance review contemplated in Section 6.3 as judged at the sole, absolute and unfettered discretion of the City Council, City shall exercise its option to extend this Agreement through midnight on June 30, 2037 as set forth in Section 6.2.

Should the Contractor fail to meet any of the performance milestones described in this Section, Contractor shall, within ten (10) calendar days, pay to City the liquidated damages incurred due to Contractor’s failure to meet its Recycling Diversion Requirement for the

2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12 (calculated based on a mutually agreed upon date of assessment of March 1, 2024), and this Section shall be automatically repealed from this Agreement.

***Section 10.8.1 (“Office Hours”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

10.8.1 Office Hours

Contractor shall maintain a local office, within 50 miles of City, for communication with the public that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, holidays as described in Section 8.1.4 excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during all times that an office is required to be open as noted above (“Office Hours”), for personal communication with the public regarding Billings (including the acceptance of ~~in-person~~ in-person Bill payments), complaints, customer service inquiries, etc. and a similarly qualified person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

***Section 10.8.2.2 (“Call Responsiveness”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

10.8.2.2 Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller shall- be given an automated option to leave ~~thier~~ their phone number for a return call, which ~~sal~~ shall occur within ninety (90) minutes if the call occurs during regular business hours. Calls received after regular business hours will be returned within ninety (90) minutes of operations commencing the next business day. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, and if efforts to reach the Customer are unsuccessful, ~~will~~ Contractor shall send an email to the email address on file, and where no email address is on file, ~~will~~ shall send a follow up letter to the account address on file; and, in either case, ~~will~~ shall document its efforts in the Customer’s file. Such documentation shall be retained for a minimum of twelve (12) months and be made available to City upon request.

***Section 10.8.3 (“Complaint Documentation”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

10.8.3 ~~Complaint Documentation~~ Service Complaints and Inquiries

## ITEM 7.4 – Exhibit A to Attachment A

All service complaints and inquiries shall be directed to Contractor. All written complaints and inquiries shall be initially responded to within one (1) business day of receipt. Telephone calls shall be responded to in the manner, and within the timeframes, set forth in Section 10.8.2.2. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. ~~All written Customer complaints and inquiries shall be date stamped when received. All complaints shall be initially responded to within one (1) business day of receipt.~~ Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City on a monthly, quarterly, and annual basis, a complaint log, in a form satisfactory to City, that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

***Section 10.8.6 (“Dedicated Recycling Coordinator”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

### 10.8.6 Dedicated Recycling Coordinator

Contractor shall assign a single “full time” Recycling coordinator to ~~City~~ this Agreement (meaning a ~~typical~~ typical forty (40) hour per week job assignment, taking into account typical leave time, and not assigned to perform services other than relating to this Agreement) who shall be responsible for assisting with public education and outreach as well as compliance (including, but not limited to, inspections, monitoring, enforcement and reporting) with AB 939, AB 341, AB 1826, SB 1383, ~~related Food Recovery efforts,~~ and such other laws and regulations related to Diversion and Recycling as may be applicable during the Term. The Recycling coordinator shall coordinate with City in connection with AB 939, AB 341, AB 1826 and SB 1383 program implementation and shall perform and/or oversee Contractor's inspection and other monitoring and enforcement-related functions, prepare reports required by CalRecycle to be certified by Contractor as to completeness and accuracy, conduct public outreach and education, participate in and facilitate community events throughout the year to promote Contractor's programs, and assist with resolution of complaints in accordance with Sections 10.8.2.2, 10.8.3 and 10.8.4. The Recycling coordinator shall physically work from City's City Hall at such times as mutually agreed upon by Contractor and City to ensure a close working relationship and coordination with City staff as well as accessibility for Responsible Customers and Customers; with any dispute regarding such times to be resolved by the City Manager in his/her/their reasonable discretion. Contractor shall keep records documenting the Recycling coordinator's activities, in a manner subject to the City Manager's reasonable approval, sufficient to substantiate the requirement that a “full time”

~~assignment~~assignment has been satisfied. Such records shall be retained for a minimum of twelve (12) months and be made available to City upon request.

*Section 10.9.4 (“Corrective Action Notice”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):*

10.9.4 ~~Corrective Action Notice~~RESERVED

~~Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for Disposal of such items.~~

*Section 11.3 (“Waste and Recycling Services Reimbursement”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):*

11.3 Waste and Recycling Services Reimbursement

On or before April 30 and November 30 of each year thereafter, Contractor shall make a payment to City in the amount more fully set forth in this paragraph intended to defray its administrative costs related to this Agreement and waste management activities City performs (the “Waste and Recycling Services Reimbursement”). The Waste and Recycling Services Reimbursement is intended to cover, but is not limited to or required to be applied to, any or all of the following: ongoing compliance review as ~~noticed~~ described in Section 28.3; City’s legal and consultant fees incurred in administration of this Agreement and on other matters related to Solid Waste; City’s procurement of recovered organic waste products; City’s promotion of waste management through its website, local cable television station, community newsletters, and materials provided at City Hall; the Collection of Solid Waste from the City’s transit shelters; Household Hazardous Waste and e-waste Collection; document shredding; and, City Hall drop-off location for medications, small electronics, batteries, ~~and~~ fluorescent bulbs, Sharps, and Solid Waste that City accepts from others. The total amount of the biannual Waste and Recycling Services Reimbursement shall be One Hundred ~~Sixty-Five~~ Sixty-Five Thousand Dollars (\$165,000) [increased annually by any positive change in CPI as calculated under Section 24.3], payable in two installments of Eighty-Two Thousand, Five Hundred Dollars (\$82,500) [increased annually by any positive change in CPI as calculated under Section 24.3] each due on or before April 30 and November 30 of each year during the Term of the Agreement. City shall not be required to send Contractor an invoice for the Waste and Recycling Services Reimbursement, and instead Contractor’s Eighty-Two Thousand, Five Hundred Dollars (\$82,500) installment obligation [increased annually by any positive change in CPI as calculated under Section 24.3] shall automatically become due on April 30 and November 30 of each year during the Term of the Agreement.

**Section 18.7.3.1(B) (“Collection Reliability”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):**

(B) ~~For each failure to Collect Solid Waste from any established Customer on the scheduled Collection day and not Collected within the period described in this Agreement which exceed five (5) such failures annually: \$200.00.~~ For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer or service address and not Collected within the period described in Section 8.1.8: \$200.00.

**Section 18.7.3.1(C) (“Collection Reliability”) is amended to read as follows (additions shown in underlining):**

(C) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same ~~Customer service address~~ Customer service address on two (2) ~~consecutive~~ scheduled pickup days in a thirty (30) calendar day period: \$200.00\$400.00.

**Section 18.7.3.2 (“Collection Quality”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):**

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return any empty Containers to avoid pedestrian or vehicular traffic impediments or to place any Containers upright with lids ~~secured closed and locked (if applicable)~~ secured closed and locked (if applicable) which exceeds ~~ten (10)~~ five (5) such occurrences annually for the same Customer or service address: \$150.00.

(B) For each occurrence Contractor of—does not employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement, and as a result excessive noise or discourteous behavior is exhibited—excessive noise or discourteous behavior which exceeds five (5) such occurrences annually: \$500.00.

(C) For each ~~occurrence~~ calendar day of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually for the same Customer or Responsible Customer: \$500.00.

(D) For each occurrence of damage to private property in an amount in excess of \$1,000 ~~which exceeds five (5) such occurrences annually~~: \$500.00.

(E) For each failure to clean up Solid Waste spilled from any Containers, excepting amounts that are so nominal in nature that they would not reasonably be expected to be noticed by the driver of a Collection Vehicle, within ninety (90) minutes or in compliance with NPDES requirements, whichever is stricter: \$500.00.

**Section 18.7.3.3 (“Customer Responsiveness”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):**

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer or Responsible Customer written complaint or inquiry within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: \$150.00.

(B) For each failure to respond to a Customer or Responsible Customer telephone call per Section 10.8.2.2, which exceeds five (5) such occurrences annually: \$150.00.

~~(BC)~~ For each failure to process Customer or Responsible Customer complaints ~~to City as required herein~~ per Section 10.8.3, which exceeds five (5) such occurrences annually: \$200.00.

~~(CD)~~ For each failure to respond to a written inquiry from City’s City Manager or Solid Waste contract manager regarding service requests or requests for information within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 8.1.4), and for each additional day in which the inquiry is not addressed, ~~which exceed five (5) occurrences annually:~~ \$200.00.

~~(DE)~~ For each failure to remove graffiti from any Containers or to replace with any Containers bearing no graffiti, within twenty-four (24) hours (Sundays and holidays excepted) of a request from City, Customer, or Responsible Customer: \$150.00.

~~(EF)~~ For each failure to repair or replace any damaged or missing Container within ~~two (2) business days (excluding Saturday, Sunday and holidays listed in Section 8.1.4) of request from City or Customer~~ the period described in Section 8.1.7, and for each additional day in which the repair or replacement is not made: \$150.00.

(G) For each failure to exchange any Cart within the period described in Section 8.1.7, and for each additional day in which the exchange is not completed: \$150.00.

~~(FH)~~ For each failure to process a claim for damages within thirty (30) days from the date submitted to Contractor: \$100.00.

~~(GI)~~ For every Recycling Cart Collected as Refuse without issuing a notice per Section 8.6.7 ~~which exceeds ten (10) such occurrences annually:~~ \$50.00.

~~(HJ)~~ For every Organics Cart Collected as Refuse without issuing a notice per Section 8.6.7 ~~which exceeds ten (10) such occurrences annually:~~ \$50.00.

(K) For each failure to issue a notice to a Customer or Responsible Customer for materials not collected per Section 8.1.9 ~~due to improper set out which exceeds ten (10) such occurrences annually~~: \$100.00.

(L) For each calendar day a Customer’s prioritized request to replace a non-Low-Profile Bin is not completed pursuant to Section 8.9: \$30.00.

**Section 18.7.3.6 (“Minimum Hauler Recycling Requirements”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):**

18.7.3.6 ~~Minimum Hauler Recycling Requirements~~ Other Requirements

(A) For each calendar year in which Contractor fails to meet the guaranteed Recycling Diversion Requirement set forth in Section 8.6.4: ~~\$40~~ \$75.00 for each ton below the tonnage level necessary to meet the Recycling Diversion Requirement.

(B) For each calendar day in excess of sixty (60) calendar days in any twelve (12) month period in which a dedicated Recycling coordinator as described in Section 10.8.6 is not assigned to the City: \$100.00.

**Section 23.1 (“Monthly Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):**

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City on a monthly basis: Solid Waste Collected and diverted by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste, ~~and universal waste~~ ~~item counts~~, white goods, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, wood, sand, ~~and concrete~~, asphalt, and rubble), as well as by ~~customer~~ Customer and program type (i.e., single family, multi-family, commercial, roll-off, curbside, bulky item, etc.); the facilities where all Solid Waste Collected was processed or disposed; a list of all missed pick-ups; a list of the records related to ~~non-collection~~ non-Collection notices pursuant to Section 8.1.9; notices issued and other actions taken pursuant to Section 8.6.7 of this Agreement for contaminated ~~Recycling Containers, Organics Containers, and Green Waste~~ Containers (if applicable); Customer service call response times; Container information pursuant to Section 8.1.7(E); and a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate. Service level changes and Container exchanges shall be provided in monthly reports upon City request. Contractor shall also provide a detailed list of all In-Home Bulky Item Collections including, at a minimum, Customer name, Customer address, Customer telephone number, date(s) of service, and a description of each item Collected.

*Section 23.2 (“Quarterly Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):*

### 23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City on a quarterly basis within ~~thirty (30)~~ forty-five (45) days of the end of each calendar quarter: ~~the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted~~ during the previous quarter; Commercial Recycling and Organics site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, ~~demonstrating that the required visits have been made, and reason provided for not establishing a Recycling or Organics program~~ and reason for the site visit; list of all Customers participating in Recycling Collection services; list of all Customers that do not participate in Recycling Collection services and whether Customer not receiving Recycling Collection services self hauls or is serviced by a third party and their Recycling and Organics Recycling program participation status, whether the Customer has an active waiver, self-hauls, or is serviced by a third-party, and what actions Contractor has taken to bring the Customer into compliance with SB 1383 or other applicable laws; ~~list of Commercial Premises Customers required to participate in an Organics Recycling program pursuant to Public Resources Code Section 42649.81; list of Commercial Premises Customers that do and do not participate in an Organics program, whether the Organics program is provided by Contractor or another party; Commercial Premises Customers participating in Food Recovery programs;~~ additional information that may be requested by CalRecycle or City related to Recycling and Organics programs; a narrative description of problems encountered and actions taken with respect to scavenging, and such other information or reports that City may reasonably request or require. Contractor shall, upon demand by City, provide true and accurate copies of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor’s quarterly reports.

*Section 23.3 (“Annual Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):*

### 23.3 Annual Reports

Within thirty (30) days of the end of each calendar year during the Term of this Agreement and within thirty (30) days after the end of the Term, Contractor shall submit a written annual report, at its sole expense, in a form approved by City, which includes, but is not limited to, the following information:

## ITEM 7.4 – Exhibit A to Attachment A

~~(A) — A summary of the previous year’s activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;~~

(BA) A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State’s landfill systems during that time frame;

(CB) Information and reports required by City to meet its reporting obligations imposed by all laws and regulations related to Solid Waste and Recycling, including without limitation AB 939, AB 341, AB 1826, and SB 1383, in a form and content approved by the City Manager;

(DC) A revenue statement, certified by the chief financial officer of Contractor, setting forth Franchise Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts;

(ED) A list of Contractor’s officers and the members of its Board of Directors, or as applicable a list identifying all Persons holding a membership interest in Contractor;

(FE) A list of stockholders or other equity investors holding five percent (5%) or more of the interest in Contractor; and

~~(G) — A list of each service address or other identifying location associated with each Customer’s or Responsible Customer’s account, the total number of Containers at each such address or other identifying location, types of services being Billed and the serial numbers associated or other identifying information associated with each Container at such address as required by Section 8.1.7(E).~~

~~(H) — A list of Customers or Responsible Customers who elect not to receive a Recycling or Organics Cart, including contact information, reasons, and the locations thereof.~~

(F) Records of the amount of RNG used to provide services in the City. If Routes are commingled with other jurisdictions, Contractor must use an allocation method consistent with the requirements of SB 1383 to quantify City’s allocated amount.

***Section 24.4.1 (“Five Percent (5%) Cap”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

### 24.4.1 ~~Five Percent (5%)~~ Cap

Any maximum rate effective prior to January 1, 2025 may not be increased in any given year by more than five percent (5%), and any maximum rate effective on and after

## ITEM 7.4 – Exhibit A to Attachment A

January 1, 2025 may not be increased in any given year by more than four percent (4%), without regard to any higher increase which may otherwise be justified by the formula set forth in Section 24.3. In the event an increase exceeds the ~~five~~-applicable percent (~~5%~~) cap, the un-applied percentage may be rolled forward and applied to maximum rate increases in subsequent years up to the applicable percent caps for the years applied to.

***Section 24.5 (“Discretionary Adjustments”) is amended to read as follows (additions shown in underlining):***

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth in Section 24.3 for an increase in landfill disposal fees that exceed the maximum annual percentage as set forth in Section 24.4.1 or any other unusual changes in the cost of providing service under this Agreement. Extraordinary requests due to increases in County of Orange landfill tipping fees shall not be unreasonably withheld. For each request for an adjustment to the maximum rates brought pursuant to this Section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City Council may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Contractor may not request an extraordinary increase in the maximum rates as a result of: changes in fees or taxes such as Social Security, disability or income tax; changes in health care costs, including increases to the cost of health insurance or changes to the requirements for health insurance; nominal changes or changes that could have been reasonably anticipated in the market value of Recyclables, Organics or Green Waste or processing costs for Recyclables, Organics, or Green Waste; inaccurate estimates by Contractor of its cost of operations; or costs of compliance with South Coast Air Quality Management District and Air Resource Board rules and standards for Collection Vehicles. An advance non-refundable payment of Five Thousand Dollars (\$5,000.00) shall be paid to City prior to City's consideration of each of Contractor's requests for an adjustment of the maximum rates pursuant to this Section.

***Section 30.2(F) (“Independent Contractor”) is added to read as follows (additions shown in underlining):***

(F) Contractor shall: (i) recruit, screen, interview, and assign its employees (the “Assigned Employees”) to perform the work described in Agreement for City; (ii) pay Assigned Employees wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as Contractor 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. Contractor represents and warrants that it will comply with all laws, including the ACA, in doing so.

***Section 30.2(G) ("Independent Contractor") is added to read as follows (additions shown in underlining):***

(G) Contractor 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.

***Section 30.16 ("Compliance with Law") is amended to read as follows (additions shown in underlining):***

30.16 Compliance with Law

(A) In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

(B) Contractor 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, Contractor shall comply with any such requirements and City shall cooperate with Contractor's compliance.

(C) Contractor has sole responsibility for providing, and will provide, the necessary health coverage to its employees under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. Contractor represents and warrants that it will comply with all laws, including the ACA, in doing so.

***Exhibit B ("Container/Bin Specifications") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):***

## EXHIBIT B

### CONTAINER/~~BIN~~ SPECIFICATIONS

- All Containers utilized by Contractor shall meet the standards of the industry and Applicable Laws and shall perform to the reasonable satisfaction of the City Manager in order to be utilized in City.
- Each Bin and Cart utilized by Contractor shall be labeled with graphics so as to: (1) explain/depict the items for which it is designated/not designated to Collect, and (2) identify the name of Contractor and Contractor's phone number for ~~service-related~~ service-related issues, including complaints. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than ninety (90) days of request from City. All such labeling shall be approved by the City Manager prior to use by Contractor. All ~~Carts~~ Containers shall be labeled in accordance with Applicable Laws throughout the term of this Agreement.
- Refuse, Recycling, Organics, and Green Waste Cart/Bin lids shall be differentiated by color, except that Organics and Green Waste Containers may be the same color if comingled for Collection. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart lid colors shall be consistent throughout the City and shall comply with Applicable Laws.
- Unless otherwise specified in the Agreement, any Cart distributed by Contractor in City after the Effective Date shall be newly manufactured and have never previously been used for the Collection of Solid Waste; excepting that Carts which have been refurbished such that they are "like new" may be used so long as their condition is satisfactory as determined by the City Manager.
- All Bins and Carts distributed pursuant to this Agreement shall have an identifying serial number hot stamped into the Bin or Cart body, or otherwise have an individual identification demarcation affixed to the Bin or Cart in a manner acceptable to the City Manager. Contractor shall keep current, and provide to City at the times set forth in this Agreement, a list of each address to which a Bin or Cart has been distributed and the serial number (or other acceptable identification) of all Bins and Carts at each such address.
- All Bins shall be metal or plastic and shall not exceed fifty-five (55) inches in height from the bottom of the caster to the Bin lid lip. Bin lids shall be "Single Wall ~~Impact~~-Plastic ~~REC~~-Lid, Lightweight," manufactured by PRT, with a minimum one-inch overhang and vertically split, or comparable if approved by the City Manager. The required minimum one-inch overhang shall apply to all Bin lids delivered, exchanged, or replaced, whether by Contractor or upon request from a Responsible Customer or the City Manager or per Section 8.9, on or after May 1, 2024. Upon request from the City Manager, Contractor shall, at no charge, timely replace any number of metal or plastic Bins with metal or plastic Bins at an alternate height as specified by the City Manager, provided that such alternate height is no less than forty-six (46) inches

#### ITEM 7.4 – Exhibit A to Attachment A

and no more than fifty-five (55) inches from the bottom of the caster to the Bin lid lip. Upon request of any Customer, Contractor shall provide Bins with lids that close securely and which are capable of being locked at rates that do not exceed those set forth in Exhibit A.

***Exhibit A (“Maximum Rate Schedule”) is amended to replace, in its entirety, Exhibit A with the attached maximum rate schedule beginning on the next page.***

**EXHIBIT A**

**MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES**

[BEGINS ON FOLLOWING PAGE]

**ITEM 7.4 – Exhibit A to Attachment A**

**MAXIMUM RATE SCHEDULE FOR YEAR 1 (January 1, 2022 – December 31, 2022)**

**Residential Services Rates**

Standard Rate (1 Refuse & 1 Recycling)	\$ 12.73/month plus \$4.00/month if customer requests organics cart
Extra Pickup	\$ 4.34/pickup
Additional Refuse Cart	\$ 7.04/month
Additional Recycling Cart	\$ 1.52/month
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 5.83/month
Contaminated Cart Fee	\$ 28.04/instance
Organics Pail (Purchase)	\$ 7.50/pail

**Monthly Residential Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 53.78	\$ 82.01	\$ 164.77	\$ 219.68	\$ 258.14	\$ 296.57	N/A
3-Yard Refuse	\$ 60.16	\$ 91.74	\$ 184.32	\$ 245.73	\$ 288.74	\$ 331.73	\$ 784.12
4-Yard Refuse	\$ 82.72	\$ 120.33	\$ 272.43	\$ 360.65	\$ 448.87	\$ 488.80	\$ 1,143.53
2-Yard Recycling	\$ 40.33	\$ 61.51	\$ 123.58	\$ 164.76	\$ 193.60	\$ 222.42	N/A
3-Yard Recycling	\$ 45.12	\$ 68.80	\$ 138.24	\$ 184.30	\$ 216.55	\$ 248.80	N/A
4-Yard Recycling	\$ 124.14	\$ 180.58	\$ 408.85	\$ 541.25	\$ 673.65	\$ 733.57	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 37.94	\$ 70.19	\$ 100.02	\$ 128.36	\$ 155.63	\$ 182.09	N/A
Cart - Recycling	\$ 28.46	\$ 52.64	\$ 75.01	\$ 96.27	\$ 116.73	\$ 136.57	N/A
2-Yard Organics	\$ 81.59	\$ 124.43	\$ 249.96	\$ 333.28	\$ 391.60	\$ 449.90	N/A
Cart Organics	\$ 29.91	\$ 45.61	\$ 91.66	\$ 122.20	\$ 143.58	\$ 164.96	N/A

**Residential Bin Rates**

Extra Refuse Pickup	\$ 44.46/pickup
Extra Recycling Pickup	\$ 33.35/pickup
Extra Bin Exchange	\$ 57.47/exchange
Contaminated Bin Fee	\$ 56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 102.86
Temporary 4-Yard Bin	N/A
Temporary 3-Yard Bin Rental Beyond 7 Days	\$ 9.07/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 77.15

**Monthly Commercial Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 107.61	\$ 164.11	\$ 329.70	\$ 439.58	\$ 516.53	\$ 593.43	N/A
3-Yard Refuse	\$ 120.39	\$ 183.57	\$ 368.82	\$ 491.71	\$ 577.76	\$ 663.79	\$ 784.12
4-Yard Refuse	\$ 165.53	\$ 240.78	\$ 545.13	\$ 721.66	\$ 898.20	\$ 978.09	\$ 1,143.53
2-Yard Recycling	\$ 80.71	\$ 123.08	\$ 247.27	\$ 329.68	\$ 387.40	\$ 445.07	N/A
3-Yard Recycling	\$ 90.29	\$ 137.68	\$ 276.62	\$ 368.78	\$ 433.32	\$ 497.84	N/A
4-Yard Recycling	\$ 124.14	\$ 180.58	\$ 408.85	\$ 541.25	\$ 673.65	\$ 733.57	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 37.94	\$ 70.19	\$ 100.02	\$ 128.36	\$ 155.63	\$ 182.09	N/A
Cart - Recycling	\$ 28.46	\$ 52.64	\$ 75.01	\$ 96.27	\$ 116.73	\$ 136.57	N/A
2-Yard Organics	\$ 81.59	\$ 124.43	\$ 249.96	\$ 333.28	\$ 391.60	\$ 449.90	N/A
Cart Organics	\$ 29.91	\$ 45.61	\$ 91.66	\$ 122.20	\$ 143.58	\$ 164.96	N/A

**Commercial Services Rates**

Extra Refuse Pickup	\$ 44.46/pickup
Extra Recycling Pickup	\$ 33.35/pickup
Extra Bin Exchange	\$ 57.47/exchange
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 102.86
Temporary 4-Yard Bin	N/A
Temporary 3-Yard Bin Rental Beyond 7 Days	\$ 9.07/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 77.15
Extra Organics Cart Pickup	\$ 22.43/pickup
Extra Organics Cart Exchange	\$ 28.74/exchange
Extra Organics Bin Exchange	\$ 57.19/exchange
Contaminated Bin Fee	\$ 56.07/instance
Contaminated Cart Fee	\$ 28.74/instance
Bulky Item Collection (up to four items)	\$ 57.00/collection
Additional Bulky Item (beyond four items)	\$ 25.00/item

**Monthly Commercial Green Waste Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
Green Waste Bin	\$ 80.02	\$ 122.03	\$ 245.16	\$ 326.87	\$ 384.07	\$ 441.25	N/A
Green Waste Cart	\$ 29.34	\$ 44.74	\$ 89.89	\$ 119.85	\$ 140.82	\$ 161.79	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

**Commercial Green Waste Services Rates**

Extra Green Waste Pickup	\$ 60.01/pickup
Contaminated Cart Fee	\$ 28.74/instance
Contaminated Bin Fee	\$ 56.07/instance

**Roll-off Services Rates (Pull Rate Includes 6 Tons)**

Standard 40-Yard Rental (7 Days)	\$ 582.22
Low Boy Rental (7 Days)	\$ 722.22
Compactor	\$ 669.56/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 11.04/day
Trip Charge (Dry Run, Relocation)	\$ 92.08/trip
Contamination Fee	\$ 58.31/instance

**Scout/Push Out Services Rates (Per Bin/Per Service)**

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20 Per Foot

**Monthly Split Bin Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 171.75	\$ 218.24	\$ 438.48	\$ 584.57	\$ 686.87	\$ 789.15	N/A

**ITEM 7.4 – Exhibit A to Attachment A**

**MAXIMUM RATE SCHEDULE FOR YEAR 2 (January 1, 2023 – December 31, 2023)**

(Rates are subject to CPI adjustment per Section 24)

**Residential Services Rates**

Standard Rate (1Refuse & 1 Recycling)	\$ 15.73/month plus \$4.00/month if customer requests organics cart
Extra Pickup	\$ 6.51/pickup
Additional Refuse Cart	\$ 10.56/month
Additional Recycling Cart	\$ 2.28/month
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 8.75/month
Contaminated Cart Fee	\$ 28.04/instance
Organics Pail (Purchase)	\$ 7.50/pail

**Monthly Residential Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 80.67	\$ 123.02	\$ 247.15	\$ 329.52	\$ 387.21	\$ 444.85	N/A
3-Yard Refuse	\$ 90.25	\$ 137.61	\$ 276.48	\$ 368.60	\$ 433.10	\$ 497.59	\$ 927.25
4-Yard Refuse	\$ 124.08	\$ 180.49	\$ 408.64	\$ 540.98	\$ 673.31	\$ 733.20	\$ 1,348.51
2-Yard Recycling	\$ 60.50	\$ 92.27	\$ 185.36	\$ 247.14	\$ 290.41	\$ 333.64	N/A
3-Yard Recycling	\$ 67.68	\$ 103.21	\$ 207.36	\$ 276.45	\$ 324.83	\$ 373.19	N/A
4-Yard Recycling	\$ 139.66	\$ 203.16	\$ 459.95	\$ 608.90	\$ 757.85	\$ 825.26	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 56.91	\$ 105.28	\$ 150.03	\$ 192.54	\$ 233.45	\$ 273.14	N/A
Cart - Recycling	\$ 42.68	\$ 78.96	\$ 112.52	\$ 144.40	\$ 175.09	\$ 204.85	N/A
2-Yard Organics	\$ 122.38	\$ 186.64	\$ 374.95	\$ 499.92	\$ 587.40	\$ 674.86	N/A
Cart Organics	\$ 44.87	\$ 68.42	\$ 137.48	\$ 183.30	\$ 215.37	\$ 247.45	N/A

**Residential Bin Rates**

Extra Refuse Pickup	\$67.68/pickup
Extra Recycling Pickup	\$50.76/pickup
Extra Bin Exchange	\$86.21/exchange
Contaminated Bin Fee	\$56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 105.43
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.30/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 79.07

**Monthly Commercial Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 121.06	\$ 184.62	\$ 370.91	\$ 494.53	\$ 581.10	\$ 667.61	N/A
3-Yard Refuse	\$ 135.44	\$ 206.51	\$ 414.93	\$ 553.17	\$ 649.98	\$ 746.76	\$ 927.25
4-Yard Refuse	\$ 186.22	\$ 270.87	\$ 613.27	\$ 811.87	\$ 1,010.47	\$ 1,100.35	\$ 1,348.51
2-Yard Recycling	\$ 90.80	\$ 138.47	\$ 278.18	\$ 370.89	\$ 435.83	\$ 500.71	N/A
3-Yard Recycling	\$ 101.58	\$ 154.89	\$ 311.19	\$ 414.88	\$ 487.48	\$ 560.07	N/A
4-Yard Recycling	\$ 139.66	\$ 203.16	\$ 459.95	\$ 608.90	\$ 757.85	\$ 825.26	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 85.41	\$ 158.00	\$ 225.16	\$ 288.95	\$ 350.35	\$ 409.91	N/A
Cart - Recycling	\$ 64.06	\$ 118.50	\$ 168.87	\$ 216.71	\$ 262.76	\$ 307.43	N/A
2-Yard Organics	\$ 122.38	\$ 186.64	\$ 374.95	\$ 499.92	\$ 587.40	\$ 674.86	N/A
Cart Organics	\$ 44.87	\$ 68.42	\$ 137.48	\$ 183.30	\$ 215.37	\$ 247.45	N/A

ITEM 7.4 – Exhibit A to Attachment A

**Commercial Services Rates**

Extra Refuse Pickup	\$ 67.68/pickup
Extra Recycling Pickup	\$ 50.76/pickup
Extra Bin Exchange	\$ 86.21/exchange
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 105.43
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.30/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 79.07
Extra Organics Cart Pickup	\$ 33.65/pickup
Extra Organics Cart Exchange	\$ 29.46/exchange
Extra Organics Bin Exchange	\$ 85.79/exchange
Contaminated Bin Fee	\$ 56.07/instance
Contaminated Cart Fee	\$ 29.46/instance
Bulky Item Collection (up to four items)	\$ 57.00/collection
Additional Bulky Item (beyond four items)	\$ 25.00/item

**Monthly Commercial Green Waste Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
Green Waste Bin	\$ 120.03	\$ 183.05	\$ 367.74	\$ 490.30	\$ 576.11	\$ 661.88	N/A
Green Waste Cart	\$ 44.00	\$ 67.11	\$ 134.84	\$ 179.78	\$ 211.23	\$ 242.69	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

**Commercial Green Waste Services Rates**

Extra Green Waste Pickup	\$ 90.02/pickup
Contaminated Cart Fee	\$ 29.46/instance
Contaminated Bin Fee	\$ 56.07/instance

**Roll-off Services Rates (Pull Rate Includes 6 Tons)**

Standard 40-Yard Rental (7 Days)	\$ 611.33
Low Boy Rental (7 Days)	\$ 758.33
Compactor	\$ 703.03/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 108.33/day
Trip Charge (Dry Run, Relocation)	\$ 222.22/trip
Contamination Fee	\$ 56.07/instance

**Scout/Push Out Services Rates (Per Bin/Per Service)**

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20/foot

**Monthly Split Bin Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 171.75	\$ 218.24	\$ 438.48	\$ 584.57	\$ 686.87	\$ 789.15	N/A

**ITEM 7.4 – Exhibit A to Attachment A**

**MAXIMUM RATE SCHEDULE FOR YEAR 3 (January 1, 2024 – December 31, 2024)**

(Rates are subject to CPI adjustment per Section 24)

**Monthly Residential Services Rates (Individual Containers)**

Standard Rate (1 Refuse & 1 Recycling)	\$ 17.73/month
Standard Rate (1 Refuse, 1 Recycling & 1 Organics)	\$ 21.73/month
Extra Pickup (Refuse, Recycling, or Organics)	\$ 6.51/per pickup per container
Additional Refuse Cart	\$ 10.56/month
Additional Recycling Cart	\$ 2.28/month
Additional Organics Cart	\$ 10.56/month
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.20/container
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 8.75/month
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.04/per instance per container
Organics Pail (Purchase)	\$ 7.50 /pail

**Monthly Residential Services Rates (Shared Containers)**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 116.97	\$ 178.38	\$ 358.37	\$ 477.80	\$ 561.45	\$ 645.03	N/A
3-Yard Refuse	\$ 130.86	\$ 199.53	\$ 400.89	\$ 534.47	\$ 628.00	\$ 721.51	\$ 1,049.96
4-Yard Refuse	\$ 179.92	\$ 261.71	\$ 592.53	\$ 784.42	\$ 976.30	\$ 1,063.14	\$ 1,521.32
2-Yard Recycling	\$ 87.73	\$ 133.79	\$ 268.78	\$ 358.35	\$ 421.09	\$ 483.77	N/A
3-Yard Recycling	\$ 98.14	\$ 149.65	\$ 300.67	\$ 400.85	\$ 471.00	\$ 541.13	N/A
4-Yard Recycling	\$ 147.42	\$ 214.44	\$ 485.51	\$ 642.73	\$ 799.96	\$ 871.11	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 82.52	\$ 152.66	\$ 217.54	\$ 279.18	\$ 338.50	\$ 396.05	N/A
Cart - Recycling	\$ 61.89	\$ 114.50	\$ 163.16	\$ 209.38	\$ 253.88	\$ 297.04	N/A
2-Yard Organics	\$ 177.45	\$ 270.63	\$ 543.67	\$ 724.88	\$ 851.73	\$ 978.54	N/A
Cart Organics	\$ 65.06	\$ 99.21	\$ 199.35	\$ 265.79	\$ 312.29	\$ 358.80	N/A

**Monthly Commercial Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 127.79	\$ 194.88	\$ 391.52	\$ 522.00	\$ 613.39	\$ 704.70	N/A
3-Yard Refuse	\$ 142.96	\$ 217.99	\$ 437.98	\$ 583.90	\$ 686.09	\$ 788.25	\$ 1,049.96
4-Yard Refuse	\$ 196.56	\$ 285.92	\$ 647.34	\$ 856.97	\$ 1,066.61	\$ 1,161.48	\$ 1,521.32
2-Yard Recycling	\$ 95.84	\$ 146.16	\$ 293.64	\$ 391.50	\$ 460.04	\$ 528.52	N/A
3-Yard Recycling	\$ 107.22	\$ 163.49	\$ 328.48	\$ 437.93	\$ 514.57	\$ 591.19	N/A
4-Yard Recycling	\$ 147.42	\$ 214.44	\$ 485.51	\$ 642.73	\$ 799.96	\$ 871.11	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 90.15	\$ 166.78	\$ 237.66	\$ 305.00	\$ 369.82	\$ 432.69	N/A
Cart - Recycling	\$ 67.61	\$ 125.09	\$ 178.25	\$ 228.75	\$ 277.36	\$ 324.51	N/A
2-Yard Organics	\$ 177.45	\$ 270.63	\$ 543.67	\$ 724.88	\$ 851.73	\$ 978.54	N/A
Cart Organics	\$ 65.06	\$ 99.21	\$ 199.35	\$ 265.79	\$ 312.29	\$ 358.80	N/A

**ITEM 7.4 – Exhibit A to Attachment A**

**Additional Commercial and Residential Services Rates (Shared Containers)**

Extra Cart Pickup (Refuse, Recycling, or Organics)	\$ 48.79/pickup
Extra Refuse Bin Pickup	\$ 98.14/pickup
Extra Recycling Bin Pickup	\$ 73.61/pickup
Extra Organics Bin Pickup	\$ 136.29/pickup
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.20/container
Extra Bin Exchange (Refuse, Recycling, or Organics)	\$ 125.00/exchange
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.74/instance
Contaminated Bin Fee (Refuse, Recycling, or Organics)	\$ 56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 108.07
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.53/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 81.05
Commercial Only - Bulky Item Collection (up to four items)	\$ 57.00/collection
Commercial Only - Additional Bulky Item (beyond four items)	\$ 25.00/item

**Monthly Residential and Commercial Green Waste Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Green Waste Bin	\$ 174.04	\$ 265.42	\$ 533.22	\$ 710.94	\$ 835.35	\$ 959.72	N/A
4-Yard Green Waste Bin	\$ 239.30	\$ 348.14	\$ 788.11	\$ 1,043.42	\$ 1,298.66	\$ 1,414.15	NA
Green Waste Cart	\$ 63.80	\$ 97.30	\$ 195.52	\$ 260.67	\$ 306.29	\$ 351.90	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

**Additional Residential and Commercial Green Waste Services Rates**

Extra Green Waste Bin Pickup	\$ 130.53/pickup
Extra Green Waste Cart Pickup	\$ 48.79/pickup
Contaminated Cart Fee	\$ 28.74/instance
Contaminated Bin Fee	\$ 56.07/instance

**Residential and Commercial Roll-off Services Rates (Pull Rate Includes 6 Tons)**

Standard 40-Yard Rental (7 Days)	\$ 641.90
Low Boy Rental (7 Days)	\$ 796.25
Compactor	\$ 738.19/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 113.75/day
Trip Charge (Dry Run, Relocation)	\$ 222.22/trip
Contamination Fee	\$ 56.07/instance

**Residential and Commercial Scout/Push Out Services Rates (Per Bin/Per Service)**

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20/foot

**Residential and Commercial Split Bin Services**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 171.75	\$ 218.24	\$ 438.48	\$ 584.57	\$ 686.87	\$ 789.15	N/A

**ITEM 7.4 – Exhibit A to Attachment A**

**MAXIMUM RATE SCHEDULE BEGINNING JANUARY 1, 2025**

(Rates are subject to CPI adjustment per Section 24)

**Monthly Residential Services Rates (Individual Containers)**

Standard Rate (1 Refuse & 1 Recycling)	\$ 18.23/month
Standard Rate (1 Refuse, 1 Recycling & 1 Organics)	\$ 22.23/month
Extra Pickup (Refuse, Recycling, or Organics)	\$ 6.51/per pickup per container
Additional Refuse Cart	\$ 10.56/month
Additional Recycling Cart	\$ 2.28/month
Additional Organics Cart	\$ 10.56/month
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.95/container
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 8.75/month
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.04/per instance per container
Organics Pail (Purchase)	\$ 7.50 /pail

**Monthly Residential Services Rates (Shared Containers)**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 134.51	\$ 205.14	\$ 412.12	\$ 549.47	\$ 645.67	\$ 741.79	N/A
3-Yard Refuse	\$ 150.49	\$ 229.46	\$ 461.03	\$ 614.64	\$ 722.20	\$ 829.74	\$ 1,130.71
4-Yard Refuse	\$ 206.91	\$ 300.97	\$ 681.41	\$ 902.08	\$ 1,122.75	\$ 1,222.61	\$ 1,636.43
2-Yard Recycling	\$ 100.88	\$ 153.85	\$ 309.09	\$ 412.10	\$ 484.25	\$ 556.34	N/A
3-Yard Recycling	\$ 112.86	\$ 172.10	\$ 345.77	\$ 460.98	\$ 541.65	\$ 622.30	N/A
4-Yard Recycling	\$ 155.18	\$ 225.73	\$ 511.06	\$ 676.56	\$ 842.06	\$ 916.96	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 94.90	\$ 175.56	\$ 250.17	\$ 321.06	\$ 389.28	\$ 455.46	N/A
Cart - Recycling	\$ 71.17	\$ 131.67	\$ 187.63	\$ 240.79	\$ 291.96	\$ 341.59	N/A
2-Yard Organics	\$ 204.07	\$ 311.22	\$ 625.22	\$ 833.61	\$ 979.49	\$ 1,125.32	N/A
Cart Organics	\$ 74.81	\$ 114.09	\$ 229.25	\$ 305.65	\$ 359.14	\$ 412.62	N/A

**Monthly Commercial Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 134.51	\$ 205.14	\$ 412.12	\$ 549.47	\$ 645.67	\$ 741.79	N/A
3-Yard Refuse	\$ 150.49	\$ 229.46	\$ 461.03	\$ 614.64	\$ 722.20	\$ 829.74	\$ 1,130.71
4-Yard Refuse	\$ 206.91	\$ 300.97	\$ 681.41	\$ 902.08	\$ 1,122.75	\$ 1,222.61	\$ 1,636.43
2-Yard Recycling	\$ 100.88	\$ 153.85	\$ 309.09	\$ 412.10	\$ 484.25	\$ 556.34	N/A
3-Yard Recycling	\$ 112.86	\$ 172.10	\$ 345.77	\$ 460.98	\$ 541.65	\$ 622.30	N/A
4-Yard Recycling	\$ 155.18	\$ 225.73	\$ 511.06	\$ 676.56	\$ 842.06	\$ 916.96	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 94.90	\$ 175.56	\$ 250.17	\$ 321.06	\$ 389.28	\$ 455.46	N/A
Cart - Recycling	\$ 71.17	\$ 131.67	\$ 187.63	\$ 240.79	\$ 291.96	\$ 341.59	N/A
2-Yard Organics	\$ 204.07	\$ 311.22	\$ 625.22	\$ 833.61	\$ 979.49	\$ 1,125.32	N/A
Cart Organics	\$ 74.81	\$ 114.09	\$ 229.25	\$ 305.65	\$ 359.14	\$ 412.62	N/A

ITEM 7.4 – Exhibit A to Attachment A

**Additional Commercial and Residential Services Rates (Shared Containers)**

Extra Cart Pickup (Refuse, Recycling, or Organics)	\$ 56.11/pickup
Extra Refuse Bin Pickup	\$ 112.86/pickup
Extra Recycling Bin Pickup	\$ 84.65/pickup
Extra Organics Bin Pickup	\$ 171.23/pick up
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.95/container
Extra Bin Exchange (Refuse, Recycling, or Organics)	\$ 143.75/exchange
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.74/instance
Contaminated Bin Fee (Refuse, Recycling, or Organics)	\$ 56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 110.77
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.77/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 83.08
Commercial Only - Bulky Item Collection (up to four items)	\$ 57.00/collection
Commercial Only - Additional Bulky Item (beyond four items)	\$ 25.00/item

**Monthly Residential and Commercial Green Waste Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Green Waste Bin	\$ 200.15	\$ 305.23	\$ 613.20	\$ 817.58	\$ 960.66	\$ 1,103.68	N/A
4-Yard Green Waste Bin	\$ 275.19	\$ 400.36	\$ 906.32	\$ 1,199.94	\$ 1,493.46	\$ 1,626.27	NA
Green Waste Cart	\$ 73.37	\$ 111.90	\$ 224.84	\$ 299.77	\$ 352.23	\$ 404.68	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

**Additional Residential and Commercial Green Waste Services Rates**

Extra Green Waste Bin Pickup	\$ 150.11/pickup
Extra Green Waste Cart Pickup	\$ 56.11/pickup
Contaminated Cart Fee	\$ 28.74/instance
Contaminated Bin Fee	\$ 56.07/instance

**Residential and Commercial Roll-off Services Rates (Pull Rate Includes 6 Tons)**

Standard 40-Yard Rental (7 Days)	\$ 674.00
Low Boy Rental (7 Days)	\$ 836.06
Compactor	\$ 775.09/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 119.44/day
Trip Charge (Dry Run, Relocation)	\$ 222.22/trip
Contamination Fee	\$ 56.07/instance

**Residential and Commercial Scout/Push Out Services Rates (Per Bin/Per Service)**

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20/foot

**Residential and Commercial Monthly Split Bin Services Rates**

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 214.69	\$ 272.80	\$ 548.10	\$730.71	\$858.59	\$ 986.44	N/A



# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** April 17, 2024 Regular Meeting

**SUBJECT:** Solid Waste Handling Services

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### **Recommendation**

Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES, AND DETERMINING AND CERTIFYING THAT THE THIRD AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

### **Background**

At the adjourned regular meeting on October 14, 2021, the City Council approved an agreement with CR&R Incorporated (“CR&R”) for solid waste handling services. The term of the agreement is January 1, 2022 through June 30, 2032 with an option to extend through June 30, 2037.

At the regular meeting on December 15, 2021, the City Council approved the first amendment of the agreement with CR&R. The first amendment (1) added maximum temporary residential bin rates and maximum bin relocation rates, (2) modified maximum locking bin rates, (3) removed maximum bin cleaning rates, and (4) modified required bin specifications to allow for greater flexibility in material, composition, and height, while still maintaining “lower profile” options

available to all customers.

At the adjourned regular meeting on February 9, 2022, the City Council approved the second amendment of the agreement with CR&R. The second amendment added (1) maximum seven-day collection rates for three- and four-yard refuse bins and (2) maximum collection rates for four-yard recycling bins.

### **Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input, on a proposed third amendment of the agreement with CR&R Incorporated for solid waste handling services (Attachment A). Staff recommends that the City Council approve the proposed resolution in order to (1) facilitate the replacement of all residential non-low-profile bins with low-profile bins, (2) establish a new standard for bin lids to have a minimum one-inch overhang; (3) lower the maximum annual Consumer Price Index adjustment of CR&R’s maximum customer rates by 1%, (4) allow collection from certain commercial properties to begin one hour earlier, and (5) modify various provisions of the agreement for consistency with state law and/or based on staff’s experience managing the agreement since 2022.

A table identifying the rationale for each proposed modification follows.

*Table 1: Rational for Proposed Modifications*

<b>Solid Waste Handling Services Agreement Section</b>	<b>Rationale</b>
Table of Contents	Typographical corrections and updates of the table of contents to reflect other modifications
Section 8.14	Allows for the collection of solid waste from commercial premises starting at 6 a.m., instead of 7 a.m., but only for containers that are located more than 200 feet from dwelling units
Section 8.1.7(E)	Typographical corrections, increases documentation and reporting requirements
Section 8.1.7(G)	Increases the number of annual organic cart exchanges provided at no cost and establishes a new timeframe in which certain exchanges must occur
Section 8.1.7(H)	Extends existing repair, maintenance, and replacement

<b>Solid Waste Handling Services Agreement Section</b>	<b>Rationale</b>
	requirements for carts to bins and roll-off boxes
Section 8.1.9	Typographical corrections, allows for non-collection information to be provided to commercial customers via tags with QR codes or URL links, or email; requires that responsible customers be notified of non-collections by telephone or email within twenty-four (24) hours; and, increases reporting requirements
Section 8.2.7	Adds requirements for residential green waste service that generally mirror existing requirements for trash, recycling, and organic waste collection; allows the City to enter into agreements with entities in addition to CR&R for residential green waste collection
Section 8.3.2	Clarifies laws applicable to CR&R’s commercial recycling program
Section 8.3.4	Typographical correction
Section 8.6.3.1	Removes language regarding a 50% diversion goal for consistency with modifications to Section 8.6.4
Section 8.6.4	Changes the recycling diversion requirement to better align with the State of California’s current method of assessing compliance with California Assembly Bill 939 (Sher, Chapter 1095, Statutes of 1989, as amended)
Section 8.6.7	Typographical corrections, changes requirements and delivery methods for contamination notices
Section 8.9	Provides for the replacement of all non-low-profile bins at residential premises with low-profile bins by December 31, 2025 in exchange for (1) the City’s waiver of \$80,793.20 in liquidated damages charged to CR&R for failing to meet the recycling diversion requirement for the 2023 calendar year and (2) consideration of an extension of the agreement through June 30, 2037. <u>CR&amp;R’s failure to meet the recycling diversion requirement did not impact the City’s compliance with state law.</u>
Section 10.8.1	Typographical correction
Section 10.8.2.2	Typographical corrections, adds a document retention

<b>Solid Waste Handling Services Agreement Section</b>	<b>Rationale</b>
	requirement for CR&R's attempts to respond to customer telephone calls
Section 10.8.3	Revises section to explicitly pertain to CR&R's obligations to respond to both service complaints and inquiries (as opposed to only complaints)
Section 10.8.6	Typographical corrections, clarifies the responsibilities of CR&R's Recycling Coordinator
Section 10.9.4	Removes unnecessary language
Section 11.3	Typographical correction, adds language making explicit existing mutual understandings of the City and CR&R related to the City's allowable use of the waste and recycling services reimbursement, and clarifies existing language
Section 18.7.3.1(B)	Clarifies existing language
Section 18.7.3.1(C)	Clarifies existing language, adjusts timeframes and increases liquidated damages for certain missed collections
Section 18.7.3.2	Clarifies existing language, lowers the threshold for liquidated damages for certain improper return or placement of empty containers by CR&R, and reduces the number of occurrences required to assess liquidated damages for private property damage
Section 18.7.3.3	Clarifies existing language; adds liquidated damages for failure to return telephone calls, exchange certain carts within specified timeframes, and replace certain non-low-profile bins within specified timeframes; and, reduces the number of occurrences required to assess liquidated damages for failing to issue notices with non-collection information
Section 18.7.3.6	Clarifies existing language, increases liquidated damages for failing to meet the recycling diversion requirement set forth in Section 8.6.4, and adds liquidated damages in the event CR&R fails to regularly assign a recycling coordinator
Section 23.1	Clarifies existing language, increases information

<b>Solid Waste Handling Services Agreement Section</b>	<b>Rationale</b>
	required in monthly reports
Section 23.2	Revises timeframe for quarterly report submittal and information required in quarterly reports
Section 23.3	Removes some information required in annual reports
Section 24.4.1	Lowers the maximum annual Consumer Price Index adjustment of maximum customer rates from 5% to 4%, beginning with rates effective January 1, 2025; clarifies existing language
Section 24.5	Adds language making explicit that increases in landfill disposal fees that exceed the percent cap for annual Consumer Price Index adjustments set forth in Section 24.4.1 would constitute grounds for CR&R to request discretionary adjustments of its maximum customer rates; provides that extraordinary requests for discretionary adjustments of maximum customer rates due to increases in County of Orange landfill tipping fees shall not be unreasonably withheld
Section 30.2(F)	Adds language making explicit existing mutual understandings of the City and CR&R related to CR&R’s status as an independent contractor
Section 30.2(G)	
Section 30.16	
Exhibit B	Typographical corrections; clarifies existing language; and, changes specifications for bin lids delivered or exchanged on or after May 1, 2024 to require, by default, a minimum one-inch overhang
Exhibit A	Adds maximum rates for supplementary services such as extra collections and extra cart exchanges, reorganizes maximum rate schedule for enhanced clarity, <u>does not increase maximum rates for existing services</u>

### **Environmental Review**

The City Council is asked to find that it can be seen with certainty that the proposed third amendment does not have a possibility of having a significant effect on the environment. Therefore, the adoption of the proposed third amendment is

not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

**Fiscal Impact**

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

The proposed third amendment would waive \$80,793.20 in liquidated damages that CR&R would otherwise owe the City in exchange for CR&R’s replacement of all residential non-low-profile bins with low-profile bins by December 31, 2025 and consideration of an extension of the agreement through June 30, 2037. The liquidated damages are not contemplated in the Fiscal Years 2023-25 Budget and, therefore, if waived, would have no impact on budget assumptions.

**Documents Available for Review**

Related documents – including the agreement with CR&R and the first and second amendments thereof – are available for public review at or from City Hall during normal working hours and on the City’s website ([www.cityoflagunawoods.org](http://www.cityoflagunawoods.org)).

Report Prepared With: Nadia Cook, Conservation Administrator

Attachment: A – Proposed Resolution  
Exhibit A – Proposed Third Amendment

## **7.5 STREET SWEEPING SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**EXTENSION OF THE  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
SWEEPING CORPORATION OF AMERICA  
FOR STREET SWEEPING SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on June 2, 2021, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Jonset Corporation DBA Sunset Property Services [subsequently assigned to Sweeping Corporation of America] ("CONSULTANT"), is made and entered into this \_\_\_\_\_ by and among the CITY and CONSULTANT.

**WHEREAS**, the initial term of the AGREEMENT was for the period between July 1, 2021 and 11:59 p.m. on June 30, 2024; and

**WHEREAS**, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through a maximum of 11:59 p.m. on June 30, 2026.

**NOW THEREFORE**, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2026 with no changes to the terms and conditions of the AGREEMENT.

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

**CITY OF LAGUNA WOODS:**

Approved as to Form:

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

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

**CONSULTANT:**

By \_\_\_\_\_  
Brad Becker, Regional Vice President

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## **7.6 TRAFFIC ENGINEERING SERVICES**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**EXTENSION OF THE  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
ITERIS, INC.  
FOR TRAFFIC ENGINEERING SERVICES**

This EXTENSION of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was approved by the City Council on May 26, 2022, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Iteris, Inc. ("CONSULTANT"), is made and entered into this \_\_\_\_\_ by and among the CITY and CONSULTANT.

**WHEREAS**, the initial term of the AGREEMENT was for the period between July 1, 2022 and 11:59 p.m. on June 30, 2024; and

**WHEREAS**, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through 11:59 p.m. on June 30, 2026.

**NOW THEREFORE**, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2026 with no changes to the terms and conditions of the AGREEMENT.

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

**CITY OF LAGUNA WOODS:**

Approved as to Form:

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

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

**CONSULTANT:**

By \_\_\_\_\_  
Steven Bradley, Regional Vice President

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**7.7**  
**CITY HALL COMPLEX PARKING LOT  
IMPROVEMENT PROJECT**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**EXTENSION AND AMENDMENT OF THE  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND  
NV5, INC.  
FOR CITY HALL COMPLEX PARKING LOT IMPROVEMENT PROJECT SERVICES**

This EXTENSION and AMENDMENT of the AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") that was entered into on January 18, 2024, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and NV5, Inc. ("CONSULTANT"), is made and entered into this \_\_\_\_\_ by and among the CITY and CONSULTANT.

**WHEREAS**, the initial term of the AGREEMENT was for the period between January 18, 2024 and 11:59 p.m. on June 30, 2024; and

**WHEREAS**, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT; and

**WHEREAS**, CITY has identified a need for and requested CONSULTANT provide additional services; and

**WHEREAS**, CONSULTANT is willing and able to provide the additional services requested by CITY.

**NOW THEREFORE**, the parties amend the AGREEMENT as follows:

1. CITY and CONSULTANT hereby agree to an EXTENSION of the AGREEMENT for a period beginning on July 1, 2024 and ending at 11:59 p.m. on June 30, 2025 with no changes to the terms and conditions of the AGREEMENT.

2. CITY and CONSULTANT hereby agree to an AMENDMENT of the AGREEMENT consisting only of the modifications shown on pages 3-9 of this EXTENSION and AMENDMENT.

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

[SIGNATURES ON NEXT PAGE]

**CITY OF LAGUNA WOODS:**

Approved as to Form:

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

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

**CONSULTANT:**

By \_\_\_\_\_  
Jeffrey M. Cooper, EVP, Chief Operating Officer

**AMENDMENT TEXT**

*Exhibit “A” (“Scope of Services”) of the AGREEMENT is amended to read as follows (additions shown with underlining):*

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

CONSULTANT shall perform and complete the City Hall Complex Parking Lot Improvement Project services described in this EXHIBIT “A” by providing all labor, and incidental tools, 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 is generally seeking to repave and restripe the asphalt parking lot and driveways at the Laguna Woods City Hall Complex (including making grade adjustments); lay conduit to accommodate potential future surveillance cameras, as well as a potential future step-up transformer to provide sufficient power for Level 3 electric vehicle charging stations; replace cracked and lifted concrete curbs and gutters; plant additional trees; and, refresh landscaping. All design work – with the exception of landscape design which CITY shall contract for separately and CONSULTANT shall coordinate with directly – shall be completed by CONSULTANT.

CITY’s desired drainage improvements are generally as follows:

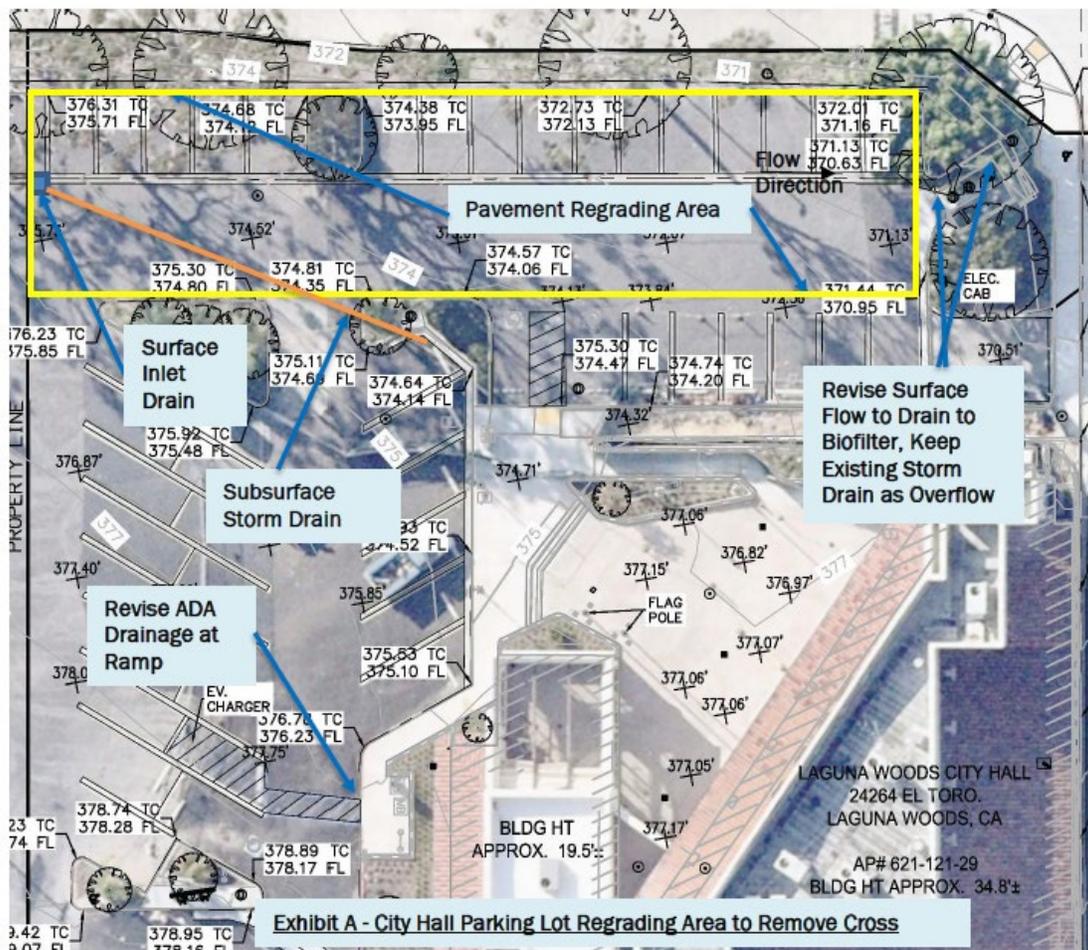


Exhibit A - City Hall Parking Lot Regrading Area to Remove Cross

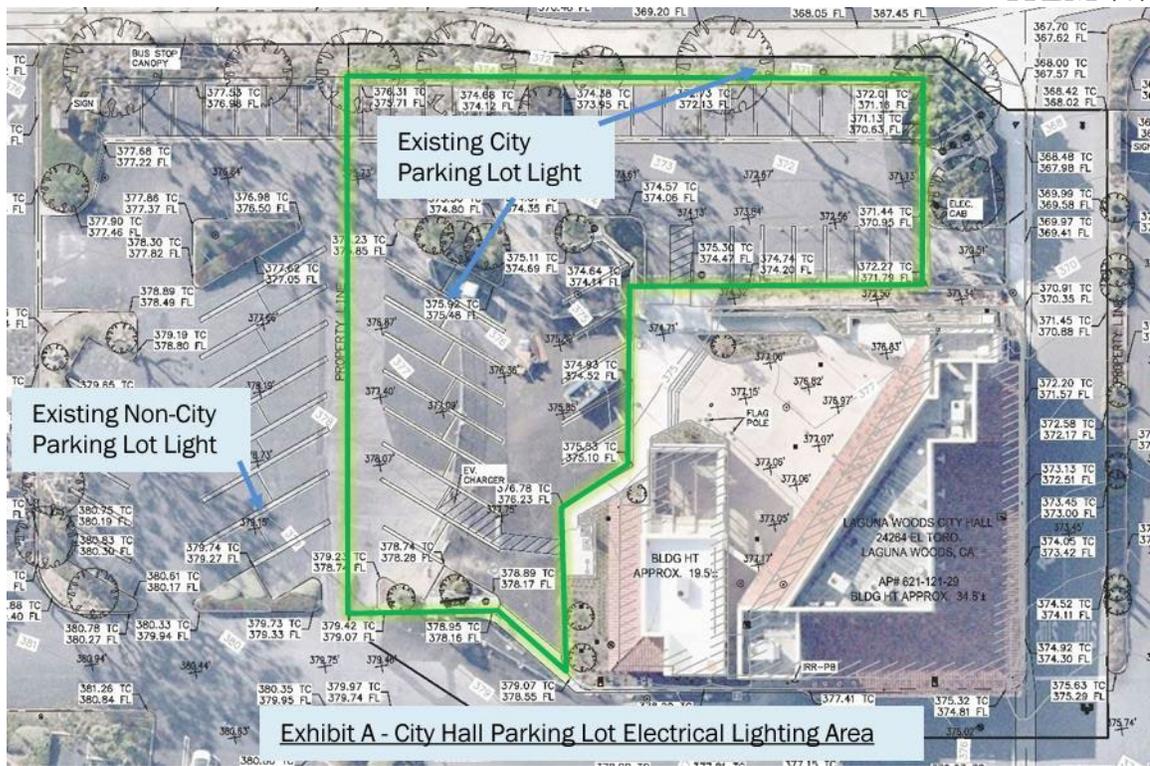
The primary desired drainage improvement is to eliminate the west to east cross gutter running on the northern part of the parking lot from the property line to the terminus at the existing storm drainage system. Conceptually, the central area of the gutter shall be warped and raised to link back to the edge of the parking spaces, and the southern area around City Hall while still flowing in the required direction. A new inlet basin (shown as a blue square) shall capture the neighboring properties' flow and provide a transitional area to eliminate the concrete cross gutter for the neighboring flows to be captured and transmitted to a new underground storm drain pipeline (shown as an orange line) that connects to the existing storm drain system. There is also an existing storm drain at the northeastern end of the property behind and adjacent to the inlet of the existing biofiltration system. Water shall be diverted directly to the existing biofiltration system away from the direct inlet of the existing storm drain, and the flow shall be regraded to this existing storm drain that will remain in place to be used as emergency overflow. This AGREEMENT assumes that there may be other nominal storm drain and drainage improvements necessary in order to complete the work, and those nominal improvements are included herein.

The Laguna Woods City Hall Complex includes Laguna Woods City Hall (24264 El Toro Road, Laguna Woods, CA 92637), the Laguna Woods OC Public Library (24266 El Toro Road, Laguna Woods, CA 92637), and the associated CITY-owned parking lot and landscape areas. The project area is limited to Assessor's Parcel Number 621-121-29.

**CONSULTANT's Required Deliverables**

CONSULTANT shall prepare the following plans:

- Cover Sheet: A Project Cover Sheet with General Notes shall be prepared.
- Grading and Drainage Plan: A Grading and Drainage Plan shall be prepared.
- Parking Lot Improvement Plan: A Parking Lot Improvement Plan showing removal and replacement of existing pavement, curbs, and gutters shall be prepared. To the extent possible, CONSULTANT shall preserve the existing curb and gutter elevations and other key elevations, such as the newly constructed Laguna Woods City Hall entrance area, and match existing elevations at those points, except for curb elevations north of the “pavement regrading area” identified on page 1 of this EXHIBIT “A” which may be modified as necessary to result in a flatter parking lot grade. The plan shall also show pavement improvements, such as grind and overlay as needed to join existing areas that have been recently repaved. CITY may elect to repave, rather than retain and join, existing pavement. The plan shall also show new conduit locations as desired by CITY.
- Detail Sheet: A Detail Sheet depicting the miscellaneous drainage features, surface inlet drain, the storm drain cross section, storm drain connection to the existing system, and parking lot cross sections shall be prepared.
- Parking Lot Signing and Striping Plan: A Signing and Striping Plan that redesigns parking lot striping to improve internal circulation and bring parking stall dimensions and striping to current CITY standards shall be prepared.
- Lighting Plan (for the area identified within the green line in the graphic following this paragraph): Photometric drawings on AutoCAD sheets and AutoCAD sheet for lighting plan new circuiting, lighting pole foundation details, and luminaire schedule for the following sheets: General Notes, Electrical Site Plan, Luminaire Schedule, Foundation Details, and Electrical Details. In preparing the Lighting Plan, CONSULTANT shall:



1) Kickoff Meeting: Participate in one virtual kickoff meeting with CITY to confirm CITY’s goals and requirements for Lighting Study. Coordinate with CITY to determine CITY preferences, such as any light pole standards, as well as luminaire requirements if beyond standards.

2) Lighting Study: Provide a lighting study for CITY with suggested lighting arrangements with Illuminating Engineering Society (“IES”) best practices for nocturnal neutrality; compliance with Dark Sky directives for cut-off; and, Backlight, Uplight, and Glare (“BUG”) ratings required.

3) Meeting: Participate in one virtual meeting with CITY regarding Lighting Study, after CITY has reviewed draft Lighting Study, prior to finalizing Lighting Study.

4) Electrical Calculations: Provide electrical engineering selections for all conductor types, sizes, and quantities, all conductor enclosures, all circuit protection devices, and for head end minimum disconnect requirement. Define power panel circuit terminations and all load calculations for new lighting and apparent off-site existing lighting that must be protected in place. Run photometric calculations to confirm compliance with IES-recommended illuminance level. If additional poles/luminaires are required, select equipment and run photometric calculations.

5) Structural Calculations: Provide structural calculations for new light pole foundations.

CITY shall provide CONSULTANT with plans showing the specific existing electrical conditions including the necessary electrical load and capacity elements (e.g., the electrical circuits to the existing lighting, wiring size/type/number, and circuit breaker feed, and electrical main capacity).

CONSULTANT shall also prepare the following:

- Water Quality Management Plan (WQMP) Update: A letter with supporting information, including a parking lot work description, updated WQMP exhibit map with new parking lot grading and design, and parking lot grading and design plans to describe the site changes and indicate why changes have a *de minimus* impact on water quality and existing BMP design, operation or maintenance shall be prepared. The letter shall include project review documents (improvement plans) for CITY concurrence. After CITY concurrence, the change and concurrence will be documented in the WQMP as a new appendix/letter be added with the new information.

This AGREEMENT assumes that the overall drainage area and overall impervious percentage of the project area will remain the same, with limited to no change in water quality design flow rates of volume. Therefore, the project area water quality treatment requirements will not change, the existing proprietary structural Best Management Practices (BMPs) will not require modification or replacement, and a new hydrology report will not be required.

- Front-End and Technical Specifications: CONSULTANT shall utilize CITY's standard front-end specifications and tailor those for the specifics of this project. Technical specifications based on recent CITY projects for water line construction shall be utilized for this project. Additional elements shall be added for the design-build portion of this project. Specifications shall include provisions for the contractor's traffic control plan, shoring plans, and having the parking lot and driveways open during set hours for traffic. CONSULTANT shall discuss night work, as well as weekend work, with CITY in order to limit disturbances to the Laguna Woods City Hall Complex during the day.

Technical specifications shall include Division 26 lighting design technical specifications including, but not limited to, (1) astronomical time clock control with programmable set-back for two independent periods with override, and (2) integral motion sensors for set-back or off.

- Cost Estimate: A construction Class 2 Control or Bid/Tender cost estimate shall be prepared.

### **Assumptions**

1. Work will be limited to the areas bounded by the Laguna Woods City Hall Complex area.
2. Work on adjacent property, or the acquisition of construction or permanent easements for work on adjacent property, is not within this scope.
3. The existing parking lot will be regraded as feasible to not require any adjustment or relocation of the existing biofiltration system.

## ITEM 7.7

4. Existing landscaping and irrigation systems will be protected in place except where needed to run the new below-grade storm drain pipeline.
5. Existing survey data in CITY's possession is sufficient for this project.
6. Existing hydrological data for overland flows from CITY's City Hall/Public Library Project WQMP is sufficient for this project since quantity (square footage of impervious pavement) and type of flow and direction of discharge will largely remain unchanged.
7. The geotechnical report attached to CITY's City Hall/Public Library Project WQMP is still valid and will be used in design of this project.
8. As-built data for underground utilities is available from CITY or utility providers for water, gas, sewer, electric, and communication cables and pipelines.

### **Other Requirements**

CONSULTANT shall designate a primary point of contact for CITY. CONSULTANT's primary point of contact or a designated alternate point of contact shall be available 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") of the AGREEMENT is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):*

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

CONSULTANT shall be compensated on an hourly basis using the following rates, in an amount not to exceed ~~\$49,920~~\$96,760:

*Table 1-1: Compensation Schedule – Personnel*

<b>City Engineering Services – Civil</b>	
CONSULTANT Personnel Title	Hourly Rate <sup>1</sup>
Project Manager	\$160
Senior Engineer	\$140
CADD Drafter	\$90

<sup>1</sup> Hourly rates are not subject to minimums or maximums and are all inclusive. CONSULTANT shall not receive separate compensation for travel, lodging, mileage, telephone service, internet service, equipment, supplies, food, drink, or attire, except as noted below.

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The hourly rates listed in Table 1-1 are all inclusive, with the exception of permits and licenses obtained by CONSULTANT on behalf of CITY; reproduction/scanning completed by a party other than CONSULTANT; oversized printing completed by a party other than CONSULTANT; and delivery, freight, and courier services completed by a party other than CONSULTANT, all of which must be authorized by CITY, in advance, and may only be charged to CITY at cost without markup (as evidenced by receipts). Subcontracting, which must be authorized by CITY, in advance, shall be subject to a 15% markup over cost (as evidenced by receipts).

Hourly and other compensation rates set forth in this EXHIBIT "B" shall not increase during the term of this AGREEMENT.

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**7.8**

**EL TORO ROAD MEDIANS IMPROVEMENT  
PROJECT  
(NO REPORT)**

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**For additional information on this item,  
please refer to Item 7.0 (Consent Calendar Summary).**

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**9.1**  
**LOCAL CALIFORNIA ENVIRONMENTAL**  
**QUALITY ACT GUIDELINES**

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# City of Laguna Woods

## Agenda Report

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Christopher Macon, City Manager

**FOR:** April 29, 2024 Special Meeting

**SUBJECT:** Local California Environmental Quality Act Guidelines

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### **Recommendation**

Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING LOCAL CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (PROCEDURES) ADOPTED PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE SECTION 21082, AND DETERMINING AND CERTIFYING THAT THE AMENDED LOCAL CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (PROCEDURES) ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

### **Background**

The Fiscal Years 2023-25 Budget & Work Plan includes the following significant work plan item:

**“Local California Environmental Quality Act Guidelines Update – Review and update the City’s Local California Environmental Quality Act (“CEQA”) Guidelines in order to ensure compliance with state law, create new public education materials, and promote the efficient, effective, and economical conduct of City business.”**

California Public Resources Code Section 21082 requires all public agencies to

adopt “objectives, criteria, and procedures for the evaluation of projects and the preparation of environmental impact reports and negative declarations.” Such objectives, criteria, and procedures are commonly referred to as “Local California Environmental Quality Act (“CEQA”) Guidelines” and are required by to be consistent with both Division 13 (Environmental Quality) of the California Public Resources Code and the State of California’s CEQA Guidelines.

The City’s existing Local CEQA Guidelines (which, at the time of adoption, were referred to as “Local CEQA Procedures”) were adopted by the City Council on June 18, 2008 and subsequently amended on August 19, 2009 (Attachment B).

### **Discussion**

Today’s meeting is an opportunity for City Council action, as well as public input, on proposed modifications of the City’s Local CEQA Guidelines (Attachment A). Staff recommends that the City Council adopt the proposed resolution in order to amend the Local CEQA Guidelines for consistency with state law and to revise public noticing requirements related to certain types of environmental documents.

On June 18, 2008, the City Council adopted a 1,000-foot, direct mail public noticing requirement for property owners – in addition to newspaper publication and other legally required public noticing – for (1) notices of intent to adopt Negative Declarations or Mitigated Negative Declarations, (2) notices of availability for draft Environmental Impact Reports for public review, and (3) public hearing notices for the adoption of Environmental Impact Reports. Though not required by state law, the proposed Local CEQA Guidelines retain the 1,000-foot, direct mail public noticing requirement with the following modifications:

- Occupants of property, not just property owners, would be included in the 1,000-foot, direct mail public noticing requirement.
- When the number of addresses to which public notices would be directly mailed exceeds 500 for Negative Declarations, 750 for Mitigated Negative Declarations, or 1,000 for Environmental Impact Reports, public notices could instead be published a second time in a newspaper and mailed to all homeowners’ associations for dwelling units in Laguna Woods within 1,000 feet. (*Note: California Government Code contains additional public noticing requirements for certain types of land use and development applications, which would continue to apply.*)

- Language has been removed that could have been construed as allowing the Planning Director to unilaterally modify the public noticing requirements for public hearings for the adoption of Environmental Impact Reports.

The existing Local CEQA Guidelines also require copies of draft Environmental Impact Reports to be made available at the Laguna Woods Village Library. As the City does not control what the Laguna Woods Village Library accepts or makes available, the proposed Local CEQA Guidelines omit such a requirement. *(Note: The State CEQA Guidelines state that draft Environmental Impact Reports should be furnished to public library systems serving the area. As a result, the proposed Local CEQA Guidelines require draft Environmental Impact Reports to be furnished to OC Public Libraries.)*

In August 2009, as a result of then-recent changes in state law, the City Council amended the Local CEQA Guidelines to address global climate change and the analysis of greenhouse gas emissions. Since then, state law and the State CEQA Guidelines have evolved in a manner that provides significantly greater guidance on those matters, rendering the language that was added in 2009 unnecessary. The proposed Local CEQA Guidelines omit the 2009 language but, nevertheless, the analysis of greenhouse gas emissions remains central to the CEQA process.

If the proposed Local CEQA Guidelines are adopted at today's meeting, staff would proceed with developing new public education materials intended to assist project applicants and other interested parties in understanding the CEQA process.

### **Environmental Review**

The City Council is asked to find that the adoption of amendments to the Local CEQA Guidelines is categorically exempt from review under the California Environmental Quality Act ("CEQA") under CEQA Regulation 15308 (Class 8) — an action taken by a regulatory agency (i.e., the City) as authorized by state law (i.e., California Public Resources Code Section 21082) to assure the maintenance, restoration, enhancement, or protection of the environment. This activity is also covered by the common sense exemption in CEQA Regulation 15061(b)(3) that CEQA applies only to projects which will have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the adoption of an amendment to the City's Local CEQA Guidelines may have a significant effect on the environment.

**Fiscal Impact**

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

- Attachment: A – Proposed Resolution  
                  Exhibit A – Local California Environmental Quality Act Guidelines  
                  B – Existing Local California Environmental Quality Act Guidelines

**RESOLUTION NO. 24-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING LOCAL CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (PROCEDURES) ADOPTED PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE SECTION 21082, AND DETERMINING AND CERTIFYING THAT THE AMENDED LOCAL CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (PROCEDURES) ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**WHEREAS**, California Public Resources Code Section 21082 requires all public agencies to adopt “objectives, criteria, and procedures for the evaluation of projects and the preparation of environmental impact reports and negative declarations” (“Local California Environmental Quality Act Guidelines” or “Local CEQA Guidelines”); and

**WHEREAS**, the City’s existing Local CEQA Guidelines (which, at the time of adoption, were referred to as “Local California Environmental Quality Act Procedures”) were initially adopted by the City Council on June 18, 2008 and subsequently amended on August 19, 2009; and

**WHEREAS**, staff has recommended amending the Local CEQA Guidelines for consistency with state law and to revise public noticing requirements related to certain types of environmental documents; and

**WHEREAS**, California Public Resources Code Section 21082 requires local agencies to adopt Local CEQA Guidelines by “ordinance, resolution, rule, or regulation.”

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, 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 the adoption of amendments to the Local CEQA Guidelines is categorically exempt from review under the California Environmental Quality Act (“CEQA”) under CEQA Regulation 15308 (Class 8) —

an action taken by a regulatory agency (i.e., the City) as authorized by state law (i.e., California Public Resources Code Section 21082) to assure the maintenance, restoration, enhancement, or protection of the environment. This activity is also covered by the common sense exemption in CEQA Regulation 15061(b)(3) that CEQA applies only to projects which will have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the adoption of an amendment to the City’s Local CEQA Guidelines may have a significant effect on the environment.

**SECTION 3.** The City Council hereby adopts the Local CEQA Guidelines attached hereto as Exhibit A. The Local CEQA Guidelines attached hereto as Exhibit A replace and supersede all previous Local CEQA Guidelines or similar documents adopted by the City Council pursuant to California Public Resources Code Section 21082.

**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 2024.

\_\_\_\_\_  
NOEL HATCH, 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. 24-XX** was duly adopted by the City Council of the City of Laguna Woods at a special meeting thereof, held on the XX day of XX 2024, by the following vote:

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

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YOLIE TRIPPY, CMC, City Clerk

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**CITY OF LAGUNA WOODS**

**LOCAL**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**GUIDELINES**

City Council Adoption: April XX, 2024

Resolution No. 24-XX

**TABLE OF CONTENTS**

DEFINITIONS ..... iv

I. INTRODUCTION ..... 1

II. DELEGATION OF RESPONSIBILITY ..... 1

    A. Responsibilities of the Planning Director ..... 1

    B. Responsibilities of the Project Manager ..... 2

III. OVERVIEW AND SUMMARY OF PROCEDURES ..... 2

    A. Applicability ..... 3

IV. AUTHORITY PROVIDED BY CEQA (PRC, § 21004; GUIDELINES, § 15040) ..... 3

    A. Mitigate (PRC, §§ 21002 & 21004; Guidelines, § 15041(a)) ..... 3

    B. Approve Projects Despite Significant Effects (Guidelines, § 15043) ..... 3

    C. Disapprove Projects (Guidelines, § 15042) ..... 4

    D. Fees (PRC, § 21089; Guidelines, § 15045) ..... 4

V. EXEMPTIONS ..... 5

    A. Statutory Exemptions ..... 6

    B. Categorical Exemptions ..... 6

    C. Common Sense Exemptions ..... 6

    D. Article 12.5 Exemptions ..... 7

    E. Exemption Verification ..... 7

    F. Ministerial Projects ..... 7

    G. Determination and Filing of Notice of Exemption ..... 9

VI. CITY PROJECTS: ENVIRONMENTAL REVIEW PROCEDURES (PRC § 21065; GUIDELINES § 15378(a)(1)) ..... 9

VII. INITIAL STUDY (GUIDELINES, § 15063) ..... 10

    A. Initial Study Purpose ..... 10

    B. Preparation ..... 10

    C. Content of Initial Study (PRC, § 21080; Guidelines, § 15063(d)) ..... 11

    D. Determining Environmental Significance (PRC, § 21068; Guidelines, § 15382) ..... 11

    E. Mandatory Findings of Significance (Guidelines, § 15065) ..... 12

    F. Thresholds ..... 13

ITEM 9.1 – Exhibit A to Attachment A

VIII. CONSULTANTS AND SUB-CONSULTANT SELECTION PROCEDURE.....14

    A. Deposit ..... 15

    B. Execution of Contract ..... 15

IX. NEGATIVE DECLARATIONS (PRC, §§ 21064 AND 21064.5; GUIDELINES, § 15070) .....15

    A. Preparation of a Negative Declaration or Mitigated Negative Declaration (PRC, §§ 21064 and 21064.5; Guidelines, § 15070) ..... 15

    B. Contents of Negative Declarations or Mitigated Negative Declaration (Guidelines, § 15071)..... 16

    C. Public Notice (PRC, § 21092; Guidelines, § 15072)..... 16

    D. Approval or Denial of Negative Declarations or Mitigated Negative Declaration ..... 18

    E. Notice of Determination (PRC, § 21152; Guidelines, § 15075)..... 18

X. ENVIRONMENTAL IMPACT REPORTS (EIRs).....18

    A. Decision to Prepare an EIR (PRC, § 21080; Guidelines, § 15063) ..... 18

    B. Letter to Applicant ..... 19

    C. Scope of an EIR (PRC, § 21080.4; Guidelines, § 15082)..... 19

    D. Appeal ..... 19

    E. Notice of Preparation (Guidelines, § 15082) ..... 20

    F. Response to Notice of Preparation..... 20

    G. Preparation of Administrative Draft EIR (Guidelines, § 15084)..... 21

    H. Notice of Completion of a Draft EIR (Guidelines, § 15085)..... 21

    I. Public Review of Draft EIRs (PRC, § 21091; Guidelines, § 15087)..... 21

    J. Evaluation of Responses to Comments (PRC, § 21092.5; Guidelines, § 15088) ..... 22

    K. Public Hearing on Draft EIR..... 22

    L. Preparation of the Final EIR (PRC, § 21100; Guidelines, § 15089)..... 23

    M. Findings (PRC, § 21081; Guidelines, § 15091)..... 23

    N. Consideration of Drafting Findings for Project Approval ..... 24

    O. Statement of Overriding Considerations (PRC, § 21081; Guidelines, § 15093) ..... 24

    P. Certification of the Final EIR and Time Limits..... 24

    Q. Notice of Determination ..... 25

ITEM 9.1 – Exhibit A to Attachment A

XI. MITIGATION MONITORING AND/OR REPORTING PROGRAM (PRC, § 21081.6; GUIDELINES, § 15097) .....25

- A. Processing of Mitigation Monitoring and/or Reporting Program: Roles and Responsibilities ..... 25
- B. Preparation of a Mitigation Monitoring and/or Reporting Program..... 26
- C. Enforcement Responsibility ..... 27
- D. Program Completion Letter ..... 27
- E. Compliance With State CEQA Guidelines § 15097 ..... 27

**DEFINITIONS**

- A. “Applicant” – The person, entity, City department, or agency which has submitted an application to the City for review or approval of any activity which is deemed a Project pursuant to the California Environmental Quality Act (CEQA) or these Local CEQA Guidelines.
- B. “CEQA” – The California Environmental Quality Act, commencing with § 21000 *et seq.* of the California Public Resources Code, and as may be amended from time to time.
- C. “City” – The City of Laguna Woods, California.
- D. “City Council” – The City Council of the City.
- E. “City Manager” – The City Manager of the City.
- F. “County” – The County of Orange, California.
- G. “County Clerk” – The Clerk-Recorder of the County.
- H. “Decision-Making Body” - The person, commission, or council which has authority by law or ordinance to make a final decision to approve or disapprove the Project at issue. See Lead Agency.
- I. “Discretion” or “Discretionary” - The Decision-Making Body’s exercise of judgment or deliberation regarding a decision to approve, approve with condition, or disapprove an action or Project, as distinguished from situations in which the Decision-Making Body merely has to determine whether there has been conformance with applicable statutes, ordinances, or regulations.
- J. “Greenhouse Gases” - Gases that trap heat in the atmosphere. The accumulation of greenhouse gases in the atmosphere regulates the earth’s temperature. Reference gases include: Carbon dioxide (CO<sub>2</sub>); Methane (CH<sub>4</sub>); Nitrous oxide (N<sub>2</sub>O); Hydrofluorocarbons (HFCs); Perfluorocarbons (PFCs); and Sulfur Hexafluoride (SF<sub>6</sub>).
- K. “Lead Agency” – The City will be the Lead Agency or Decision- Making Body, for those Projects for which they have principal responsibility for carrying out or approving.
- L. “Lead Department” - The City’s Planning & Environmental Services Department, which shall serve as clearinghouse for the purposes of processing and coordinating environmental review for the City.

## ITEM 9.1 – Exhibit A to Attachment A

- M. “Local CEQA Guidelines” – The City’s Local CEQA Guidelines as adopted by resolution of the City Council.
- N. “Ministerial” - Minimal or no exercise of personal judgment by the Decision-Making Body or a public official as to the wisdom or manner of carrying out an action or Project. The Decision-Making Body or public official merely applies the particular law or regulation to the facts.
- O. “Planning Director” - The City Manager or his/her/their designee (which may include a consultant hired by the City), who shall have overall responsibility for City CEQA functions. As used in these Local CEQA Guidelines, CEQA functions include CEQA review of all City Projects and Projects submitted to the City for approval or review pursuant to State and federal law.
- P. “Project” – Any discretionary activity undertaken or proposed by an Applicant, including any City department, which creates, or has the potential to cause either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment, as guided by California Public Resources Code § 21065 and by § 15378 of the State CEQA Guidelines.
- Q. “Project Manager” – The Planning Director’s designee who shall take direction from the Planning Director and be responsible for carrying out a City Project or reviewing a Project submitted to the City for processing.
- R. “State” – The State of California.
- S. “State CEQA Guidelines” – The Guidelines for the California Environmental Quality Act, commencing with § 15000 *et seq.* of the California Code of Regulations, Title 14, Chapter 3, and as may be amended from time to time.
- T. “State Clearinghouse” – The State Clearinghouse division of the California Governor’s Office of Planning and Research.

**I. INTRODUCTION**

The City’s Local CEQA Guidelines set forth comprehensive procedures for complying with CEQA. Pursuant to CEQA, public agencies must adopt guidelines (objectives, criteria, and specific procedures) for administering their responsibilities under CEQA (Pub. Resources Code (“PRC”), §§ 21000–21189) and State CEQA Guidelines (Cal. Code Regs., Tit. 14, Div. 6, Chpt. 3, §§ 15000–15387) . (All citations are to the State CEQA Guidelines unless otherwise noted.) The purpose of the City’s Local CEQA Guidelines is to protect both local and regional environmental resources in a manner that reflects local values.

The City may update the Local CEQA Guidelines periodically to account for amendments, changes to the primary thresholds of significance, and/or to ensure best practices are being applied. While the Local CEQA Guidelines apply to most Projects, there may be unique circumstances where the Planning Director may use his/her/their discretion to deviate if necessary to comply with CEQA or the State CEQA Guidelines. The Local CEQA Guidelines are not exhaustive or intended to be exhaustive. Therefore, the City reserves the right to request additional Project-specific information in its evaluation that may not be identified or described in the Local CEQA Guidelines. The Planning Director may also adopt departmental policies and procedures to further implement the provisions of CEQA, the State CEQA Guidelines, and the Local CEQA Guidelines.

In conjunction with adoption of the Local CEQA Guidelines, CEQA (Pub. Resources Code, §§ 21000–21189) and the State CEQA Guidelines (occasionally referred to herein as the “Guidelines”) (Cal. Code Regs., Tit. 14, §§ 15000–15387) are hereby incorporated by reference in accordance with Section 15022, subdivision (d) of the CEQA Guidelines. All future revisions to CEQA and the CEQA Guidelines shall hereafter be considered to be a part of the Local CEQA Guidelines without further action by the City Council. In the event of any inconsistency or conflict between the Local CEQA Guidelines and the CEQA Guidelines, the provisions of the CEQA Guidelines shall take precedence.

**II. DELEGATION OF RESPONSIBILITY**

**A. Responsibilities of the Planning Director (PRC, §§ 21083 and 21087; Guidelines, § 15025)**

Responsibilities of the Planning Director shall include, but not be limited to, the responsibilities listed throughout these Local CEQA Guidelines, as well as the following activities:

1. Ensuring that the Local CEQA Guidelines set forth in this document are followed;

## ITEM 9.1 – Exhibit A to Attachment A

2. Conducting environmental review of all City Projects and Projects submitted to the City for review and approval;
3. Conducting preliminary review to determine if an application identifies a Project under CEQA;
4. Reviewing the application and Project for completeness;
5. Initial determination of the level of environmental review for a Project in accordance with CEQA, the State CEQA Guidelines, City Council policy and direction, and as defined in these Local CEQA Guidelines;
6. Preparing, processing, filing, and posting all environmental documents and notices as required;
7. Adopting, preparing, and updating City procedures, policies, thresholds, guidelines, and criteria as needed to forward the intent of these Local CEQA Guidelines;
8. Adhering to CEQA processing time limits as qualified under these Local CEQA Guidelines;
9. Determining the adequacy of the CEQA document; and
10. Reviewing CEQA documents prepared for other agencies, providing adequate comments and complying with the requirements for a Responsible Agency under § 15096 of the State CEQA Guidelines.

### **B. Responsibilities of the Project Manager**

The Project Manager shall assist the Planning Director in carrying out the activities required by these Local CEQA Guidelines including, but not limited to, ensuring timely submission of all Project information needed by the Planning Director.

### **III. OVERVIEW AND SUMMARY OF PROCEDURES**

The following subsections provide the procedures for following CEQA requirements. In all cases, determination shall be by the Planning Director in consultation with the Project Manager.

**A. Applicability**

A proposed activity or application must first be evaluated to determine if it is a "Project" and is, therefore, subject to further CEQA review. However, if the proposed activity is a Project under CEQA, it may still be exempt from environmental review if the Project falls under a satisfying criteria as set forth under State CEQA Guidelines, Article 12.5, commencing at § 15191; a statutory exemption as set forth under State CEQA Guidelines, Article 18, commencing at § 15260; a categorical exemption as set forth under State CEQA Guidelines, Article 19, commencing at § 15300; or by other statutory exemption outside the CEQA statutes, as established by the State Legislature.

**IV. AUTHORITY PROVIDED BY CEQA (PRC, § 21004; GUIDELINES, §§ 15040-15045)**

CEQA gives the City, as Lead Agency, authority to require feasible changes in the activities involved in the Project in order to substantially lessen or avoid effects on the environment, disapprove or approve Projects despite significant impacts, and to charge fees to recover costs incurred in the preparation of the environmental documentation.

**A. Mitigate (PRC, §§ 21002 & 21004; Guidelines, § 15041)**

The City, as Lead Agency, has authority to require feasible changes in any or all activities involved in the Project in order to substantially lessen or avoid significant effects on the environment, consistent with the applicable constitutional requirements such as the "nexus" and "rough proportionality" standards required by case law. The Lead Agency shall prepare mitigation measures to achieve the objective of mitigating or avoiding significant effects on the environment identified in the Mitigated Negative Declaration or Environmental Impact Report ("EIR"). These mitigation measures shall be implemented by the Applicant as part of the Project approvals and shall be incorporated in a mitigation monitoring and reporting program adopted by the Lead Agency.

**B. Approve Projects Despite Significant Effects (Guidelines, § 15043)**

The City may approve a Project despite significant environmental effects identified in an EIR if the City makes a fully informed and publicly disclosed decision that: (1) there is no feasible way to lessen or avoid these effects; and (2) the City adopts, when certifying an EIR, a statement of overriding considerations with findings that specifically identify the

## ITEM 9.1 – Exhibit A to Attachment A

expected benefits from the Project that outweigh the policy of reducing or avoiding significant environmental impacts of the Project.

### **C. Disapprove Projects (Guidelines, § 15042)**

The City may disapprove a Project, if necessary, to avoid one or more significant effects on the environment that would occur if the Project were approved as proposed.

### **D. Fees (PRC, § 21089; Guidelines, § 15045)**

The City, as a Lead Agency, may charge and collect reasonable fees from the Applicant in order to recover the estimated cost in preparing environmental documents and for procedures necessary to comply with CEQA on the Project. These fees are subject to periodic review and adjustment in order to assure that City costs are recovered. Litigation expenses, costs, fees, and all fee awards incurred in actions alleging noncompliance with CEQA shall be borne by the Applicant.

Costs for the preparation of the CEQA document will be estimated on a case-by-case basis depending upon the scope of the CEQA review. If the Project necessitates City staff or City consultant assistance prior to the submittal of the Project Application, the Applicant will be required to submit a deposit in an amount to be determined by the Planning Director, to cover all of the City and its consultants' pre-application costs, including but not limited to the hourly rate of employees and consultants and appropriate support and overhead expenses. The deposit shall be based on the amount of time anticipated to respond to the Applicant's inquiries. Any balance remaining at the completion of the work shall be refunded to the Applicant or applied against the Project processing deposit.

If no pre-application deposit is required, a deposit in an amount to be determined by the Planning Director will be required at the time the Lead Department commences any work on the proposed Project. This deposit must be submitted no later than when the Project application is submitted to the City for processing. Upon determination by the Planning Director or his/her/their designee of the cost of the CEQA review, the Applicant is required to deposit the amount of the estimated reasonable costs with the City prior to the commencement of the preparation of the CEQA document. Adoption or certification of the final CEQA document will not be scheduled unless the account is in excess of the estimate/deposit in order to cover the costs of finalizing the CEQA document. Any deposit remaining at the completion of the Project, or upon the Applicant's withdrawal of the Project, shall be refunded to the Applicant.

V. **EXEMPTIONS**

Generally, a Project may be exempt from CEQA review if it falls within any of the following categories:

- The Project is not considered a “Project” within the CEQA definition.
- The City does not have the discretion to disapprove or put conditions on the Project.
- The action is required by a state regulatory program.
- The state has determined by statute that the type of Project is exempt from CEQA review (statutory exemptions).
- The Project is a type that the state has determined generally does not have a significant environmental impact (categorical exemptions).
- The Project is required to make emergency repairs to public or private service facilities that are necessary to maintain services.
- The Project will be rejected or disapproved by the City.
- The Project meets the exemption criteria in Article 12.5 of the State CEQA Guidelines for agricultural housing, affordable housing, or residential infill.

After a Project application is deemed complete by the Planning Director, the Planning Director has 30 calendar days in which to determine whether a Project is exempt or not. All proposed activities must be reviewed to determine if one of the following exemptions is appropriate:

## ITEM 9.1 – Exhibit A to Attachment A

- A. **Statutory Exemptions:** Certain activities are exempt from CEQA by the State Legislature. These exemptions include, but are not limited to, feasibility or planning studies, ministerial Projects, and emergency actions. A list of Statutory Exemptions is included in the State CEQA Guidelines, Article 18, commencing at § 15260. In addition, the State Legislature has established other statutory exemptions outside the CEQA statutes. These exemptions are listed in the June 2018, or as otherwise updated, Technical Advisory, “CEQA Exemptions Outside the CEQA Statute,” published by the California Governor’s Office of Planning and Research.
- B. **Categorical Exemptions:** Certain classes or “categories” of Projects have been determined by the State's Secretary for Natural Resources to have an insignificant effect on the environment and are known as Categorical Exemptions. A complete list of these exemptions is included in the State CEQA Guidelines, Article 19, commencing at § 15300.

Exceptions to Categorical Exemptions are listed in § 15300.2 of the State CEQA Guidelines. Categorical Exemptions shall not be used for Projects where there is a reasonable possibility that the Project would have a significant environmental effect due to unusual circumstances. Categorical Exemptions shall not be used for Projects that may impact designated, precisely mapped, and officially adopted areas of hazardous or critical concern pursuant to federal, State, or local agencies. In addition, Categorical Exemptions shall not be used for Projects having significant cumulative impacts, having substantial adverse effects on significant historical resources, or are located on hazardous waste sites included on any list compiled pursuant to § 65962.5 of the California Government Code.

- C. **Common Sense Exemptions:** Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to environmental review. In such cases, the activity is covered by the common sense exemption that CEQA applies only to Projects which have the potential for causing a significant effect on the environment (Guidelines, § 15061(b)(3)).

## ITEM 9.1 – Exhibit A to Attachment A

- D. Article 12.5 Exemptions:** Other exemptions include those described in Article 12.5 of the State CEQA Guidelines, which exempts agricultural housing, affordable housing, and residential infill projects. These exemptions must meet specific threshold criteria that are described in § 15193, § 15194, and § 15195.
- E. Exemption Verification:** The City may exempt from CEQA review the Statutory Exemptions commencing with § 15260 of the State CEQA Guidelines, the Statutory Exemptions established outside the CEQA statute, the Categorical Exemptions commencing with § 15300 of the State CEQA Guidelines, the Common Sense Exemptions pursuant to § 15061(b) of the State CEQA Guidelines, projects rejected or disapproved by the City, and the ministerial Projects listed below in Subsection F. Any Project not specifically meeting one of these exemptions is subject to the provisions of CEQA.
- F. Ministerial Projects:** Activities over which the City has ministerial authority and that are exempt from environmental review under § 21080(b)(1) of the Public Resources Code include, but are not limited to, those Ministerial Projects as defined by § 15268 of the State CEQA Guidelines. The following is a list of those actions typically considered ministerial in the City:
1. Issuance of a Certificate of Compliance, issued in accordance with allowed land-use regulations for the zone and conditions of the Project;
  2. Issuance of a Certificate of Occupancy, issued in accordance with allowed land-use regulations of the zone and conditions of the Project;
  3. Issuance of business licenses and permits required by Title 6, Business Regulations of the Laguna Woods Municipal Code;
  4. Approval of waiver of parcel maps and approval of final subdivision maps;
  5. Approval of construction fencing;
  6. Approval of a grading permits, in areas with average slope less than 20 percent, unless in connection with potential impacts on sensitive biological resources;

## ITEM 9.1 – Exhibit A to Attachment A

7. Issuance of demolition permits, unless in connection with a property of historical or cultural significance to the community;
8. Approval of curb, gutter, or sidewalk construction or reconstruction within an existing right-of-way;
9. Approval of driveway construction or reconstruction;
10. Issuance of an Encroachment Permit;
11. Approval of a fire extinguisher system and/or alarm permits;
12. Approval of a fire hydrant installation;
13. Approval of a heating, air conditioning, and/or refrigeration installation;
14. Approval of individual utility connections and disconnections;
15. Approval of an internal tenant improvement which does not result in, or perpetuate, a change in land use or an unmet parking need;
16. Approval of a soil boring;
17. Approval of the installation of street lights;
18. Issuance of a Temporary Permit of less than 30 days for the purpose of tree sales, pumpkin sales, garage and yard sales, sidewalk sales, and other small-scale outdoor commercial activities of a similar nature; and
19. Issuance of a Building Permit, including mechanical, electrical, and plumbing permits, unless said Building Permit is for a historical structure in which further analysis by the Lead Department may be required.

When a Project involves an approval that contains elements of both a ministerial action and a discretionary action, the Project will be deemed to be discretionary and will be subject to the provisions of CEQA.

**G. Determination and Filing of Notice of Exemption**

1. Determination. If the Planning Director determines a Project falls into one of the exempt categories, no further CEQA review is required. The formal determination that the Project is exempt is made by the Decision-Making Body at the time of Project approval (or disapproval).
2. Decision to File Notice. Except as provided in § 21152.1(a) of the PRC and § 15196 of the State CEQA Guidelines, the preparation and filing of a Notice of Exemption (“NOE”) is not mandatory under CEQA and the State CEQA Guidelines. However, the City shall prepare and file a NOE for all Projects so designated in accordance with the form and manner identified by § 15062 and § 15196 of the State CEQA Guidelines.
3. Statute of Limitations. The filing of a NOE and the posting on the list of notices start a 35-calendar day statute of limitations period on legal challenges to the agency’s decision that the Project is exempt from CEQA. If a NOE is not filed, a 180-calendar day statute of limitations will apply.
4. Request for Notice. A copy of the NOE shall be mailed to any person who has filed a written request for such notice with the Planning Director. Requests to receive NOEs shall be renewed annually by the requester.

**VI. CITY PROJECTS: ENVIRONMENTAL REVIEW PROCEDURES (PRC § 21065; GUIDELINES § 15378(a)(1))**

When the City, as the Lead Agency, contemplates any activity resulting in physical change in the environment, including but not limited to public works construction and related activities, clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances initiated by the City, and the amendment of the City’s General Plan or any of its elements, the City will not solicit bids for the Project or award the contract until the following procedures are followed.

The department which contemplates the activity shall request the Planning Director to determine whether the activity qualifies for a Categorical Exemption. If the activity has been verified as categorically exempt and a NOE will be filed at the time of Project approval, no further CEQA review is required and regular processing of plans for the activity may continue without further environmental review.

If the activity is not categorically exempt, the department shall forward its plans and specifications to the Planning Director. Upon receipt of the plans and specifications for the Project, the Planning Director shall conduct an Initial Study to determine if the Project may have a significant effect on the environment. The environmental review process from that point on, including determinations and filing of notices, will be conducted in the manner set forth in these Local CEQA Guidelines for environmental review of private Projects, with the department proposing to carry out the Project being treated as the “Applicant.”

**VII. INITIAL STUDY (GUIDELINES, § 15063)**

Once the City receives an application from an Applicant, the application will be deemed complete by the Planning Director when all prerequisite information required on the application is submitted, which includes an adequate Project description which clearly sets forth the proposed land use activity contemplated by the Applicant. This shall include an environmental impact questionnaire or similar screening documents. The type of information to be submitted is dependent on the type of Project the Applicant proposes.

If after the application is deemed complete, and a determination is made that the proposed Project is not exempt from CEQA, an Initial Study will be prepared.

**A. Initial Study Purpose**

Pursuant to § 15063 of the State CEQA Guidelines, the Initial Study shall be used to provide a written determination of whether a Project may have a significant effect on the environment and whether a Negative Declaration, Mitigated Negative Declaration, or an EIR shall be prepared.

**B. Preparation**

1. Following preliminary review, the City shall prepare an Initial Study for nonexempt Projects to determine if the Project may have a significant effect on the environment. An environmental assessment or a similar analysis prepared pursuant to the National Environmental Policy Act will meet the requirements of this section.
2. If the City determines that an EIR will be required for a Project, the City may skip further initial review of the Project and begin work directly on the EIR. However, an Initial Study can prove to be a useful tool in assisting the City in identifying the significant effects of the Project while supporting findings for those effects considered not significant and are therefore not discussed in detail in the EIR.

**C. Content of Initial Study (PRC, § 21080; Guidelines, § 15063(d))**

The Initial Study shall be prepared by the Planning Director or his/her/their designee, which may be a City consultant. An Initial Study may rely upon expert opinion supported by facts, technical studies, or other substantial evidence to document its findings. However, an Initial Study is neither intended nor required to include the level of detail included in an EIR. An Initial Study shall include:

1. A description of the Project including the location of the Project.
2. An identification of the environmental setting.
3. An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries. The brief explanation may be either through a narrative or a reference to another information source such as an attached map, photographs, or an earlier EIR or Negative Declaration. A reference to another document should include, where appropriate, a citation to the page or pages where the information is found.
4. A discussion of ways to mitigate the significant effects identified, if any.
5. An examination of whether the Project would be consistent with existing zoning, plans, and other applicable land use controls.
6. The name of the person or persons who prepared or participated in the preparation of the Initial Study.

All phases of Project planning, implementation, and operation shall be considered in the Initial Study. Staff shall consult with City departments, public entities that may be a Responsible or Trustee Agency for the Project, and any individuals or organizations otherwise concerned in the manner required by CEQA.

**D. Determining Environmental Significance (PRC, §§ 21068 and 21085; Guidelines, §§ 15064, 15382)**

“Significant effect on the environment,” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the Project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic

## ITEM 9.1 – Exhibit A to Attachment A

significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant.

1. To determine whether a significant effect on the environment may occur, the environmental evaluation must consider:

**Primary or Direct Impacts:** such as dust, noise, and traffic of heavy equipment (Guidelines, § 15064(d)(1));

**Secondary or Indirect Impacts:** such as those associated with growth resulting from additional infrastructure capacity (Guidelines, § 15064(d)(2)); and,

**Cumulative Impacts:** such as those resulting from the total effect of a group of proposed Projects or programs, over time (Guidelines, § 15065(a)(3)).

2. Significance will be judged by the intensity and longevity of the change, the size of the area affected, and the deviation from existing conditions. The City has established Thresholds of Significance to enable a determination of environmental impacts (see Subsection F. below).

### **E. Mandatory Findings of Significance (Guidelines, § 15065)**

The City, as Lead Agency, shall find that a Project may have a significant effect on the environment if any of the following findings are made by the City.

1. The Project has the potential to substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory.
2. The Project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
3. The Project has possible environmental effects that are individually limited but cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual

## ITEM 9.1 – Exhibit A to Attachment A

Project are significant when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects.

4. The environmental effects of a Project will cause substantial adverse effects on human beings, either directly or indirectly.

The City shall prepare an EIR if there is substantial evidence, in light of the whole record, that any of these findings occur.

### **F. Thresholds**

#### 1. Thresholds of Significance

- a. Thresholds for determining the significance of the environmental effects of a Project shall be pursuant to §§ 15064, 15064.3, 15064.4, 15064.5, 15065, and Appendix G of the State CEQA Guidelines, the City’s General Plan, applicable specific plans, the City’s Municipal Code, and any additional information as deemed necessary by the Planning Director. Pursuant to § 15064.7 of the State CEQA Guidelines, public agencies are encouraged to develop and publish other thresholds of significance. In addition to the thresholds of significance referenced above, other thresholds developed by the City consist of the following:

- (i) Disturbance of, or encroachment into, any river, river tributary, riparian habitat, stream, or similar waterway identified on a United States Geological Survey map as a “blue-line” watercourse, State or federally protected sensitive wetlands, or any waterway otherwise identified as a significant resource by the City of Laguna Woods and for which no mitigation can be provided.
- (ii) Disturbance of any habitat known or suspected to contain a plant or animal species listed as threatened or endangered on such federal and/or State lists.
- (iii) Any Project that exceeds the most recent air quality thresholds as determined by the South Coast Air Quality Management District, as

## ITEM 9.1 – Exhibit A to Attachment A

published in its most current “Air Quality Analysis Guidance Handbook.”

- (iv) Any Project involving modification or demolition of a structure listed as category 1, 2, or 3 on the State’s Historical List, the City’s Historical Survey List, or as determined by a historical resource assessment prepared by a qualified consultant.
- (v) Any Project that cannot maintain a water system, on or off site, which is capable of meeting the daily and peak demand of Laguna Woods residents and businesses including the provision of adequate fire flows.
- (vi) Any Project that cannot protect structures for human occupancy and major roadways from the 100-year flood.
- (vii) Any Project in which a wastewater collection, treatment, and disposal system cannot be maintained in a way that is capable of meeting the daily and peak demands of Laguna Woods residents and businesses.
- (viii) Any Project that results in the movement or grading of 100,000 cubic yards or greater of earth.

### **VIII. CONSULTANTS AND SUB-CONSULTANT SELECTION PROCEDURE**

Once the City has determined that a Negative Declaration, Mitigated Negative Declaration, or EIR is required, the Applicant must deposit the appropriate amount for the required work. Upon receipt of the deposit, the City may choose to complete the work with in-house staff or with consultants under contract with the City, or it may solicit consultant proposals specifically for the proposed Project.

If the City elects to hire a consultant solely to assist in the preparation of the CEQA document, the City shall do so in a manner consistent with its purchasing and procurement policies.

**A. Deposit**

To begin the Negative Declaration, Mitigated Negative Declaration, or EIR preparation process, the Applicant shall submit to the Lead Department a deposit as so set forth in Section IV.-D. and VIII, and may be required to execute a document titled, CEQA Document Preparation and Deposit Contract (Third-Party Agreement).

**B. Execution of Contract**

In certain Projects, the Planning Director may deem it necessary that a Third-Party Agreement be entered into by and between the Applicant, City, and the consultant retained for the Project. The Third-Party Agreement shall reference the scope of work, including the preparation of the Negative Declaration or Mitigated Negative Declaration, Administrative Draft EIR, Draft EIR, and Final EIR, attendance at public hearings, preparation of the response to comments, and reproduction costs.

**IX. NEGATIVE DECLARATIONS (PRC, §§ 21064 AND 21064.5; GUIDELINES, § 15070)**

There are two types of Negative Declarations: a (standard) Negative Declaration, and a Negative Declaration with mitigation, or “Mitigated Negative Declaration.” When the Initial Study shows that the Project may not have a significant effect on the environment, CEQA allows for a Negative Declaration to be adopted.

CEQA gives the City the option of allowing Applicants to modify their Project so that the City can make a finding that the Project would not have a significant effect on the environment as proposed. If the Applicant can mitigate its Project to avoid potential significant effects, it can qualify for a Mitigated Negative Declaration.

**A. Preparation of a Negative Declaration or Mitigated Negative Declaration (PRC, §§ 21064 and 21064.5; Guidelines, § 15070)**

A Negative Declaration or Mitigated Negative Declaration shall be prepared for Projects subject to CEQA when:

1. The Initial Study shows that there is no substantial evidence, in light of the whole record before the City, that the Project may have a significant effect on the environment, or
2. The Initial Study identifies potentially significant effects, but:
  - a. Revisions in the Project plans or proposals made by, or agreed to by the Applicant before a proposed Mitigated

## ITEM 9.1 – Exhibit A to Attachment A

Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and

- b. There is no substantial evidence, in light of the whole record before the agency, that the Project as revised may have a significant effect on the environment.

### **B. Contents of Negative Declarations or Mitigated Negative Declaration (Guidelines, § 15071)**

A Negative Declaration or Mitigated Negative Declaration shall include:

1. A brief description of the Project, including a commonly used name for the Project, if any;
2. The location of the Project, preferably shown on a map, and the name of the Applicant;
3. A proposed finding that the Project will not have a significant effect on the environment;
4. An attached copy of the Initial Study documenting reasons to support the finding; and
5. Mitigation measures, if any, included in the Project to avoid potentially significant effects.

### **C. Public Notice (PRC, § 21092; Guidelines, § 15072)**

When a Negative Declaration or Mitigated Negative Declaration is released for public review, for the duration of the public review period, the document shall be available for viewing at City Hall during normal working hours and posted on the City’s website for the duration of the public review period. Copies of the Negative Declaration or Mitigated Negative Declaration shall be made available for purchase through the City, for the cost of printing.

The City shall notify the public of its intention to adopt a Negative Declaration or Mitigated Negative Declaration within a newspaper of general circulation in the area affected by the Project. If more than one area is affected, this Notice of Intent (“NOI”) shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas. The required information to be provided in the NOI is described in State CEQA Guidelines, § 15072.

## ITEM 9.1 – Exhibit A to Attachment A

The NOI shall also be provided by direct mail to owners and occupants of property as shown on the latest equalized assessment role within 1,000 feet of the parcel(s) on which the Project is located. When the number of addresses to which the NOI would be directly mailed exceeds 500 for Negative Declarations or 750 for Mitigated Negative Declarations, the City may alternatively provide an additional notice within a newspaper of general circulation and mail the NOI to all homeowners' associations for dwelling units in Laguna Woods within 1,000 feet of the Project location.

The NOI shall also be provided to all individuals who so requested, in writing, notice on the Project.

Where one or more state agencies will be a Responsible Agency or a Trustee Agency or will exercise jurisdiction by law over natural resources affected by the Project, or where the Project is of statewide, regional, or areawide environmental significance, the City shall provide a copy of the Negative Declaration or Mitigated Negative Declaration to the State Clearinghouse for distribution to State agencies (Guidelines, § 15073).

The NOI and a copy of the Negative Declaration or Mitigated Negative Declaration and Initial Study shall be provided to every Responsible Agency and Trustee Agency concerned with the Project and every other public agency with jurisdiction by law over resources affected by the Project.

For a Project of statewide, regional, or areawide significance, the City shall also provide the NOI to transportation planning agencies and public agencies which have transportation facilities within their jurisdictions which could be affected by the Project as specified in Section 21092.4(a) of the PRC (Guidelines, § 15073).

The public review period for a Negative Declaration or Mitigated Negative Declaration shall be at least 20 calendar days. The review period for a Negative Declaration or Mitigated Negative Declaration shall be at least 30 calendar days where a State agency is a Responsible Agency or a Trustee Agency for the Project, when the Project is under the jurisdiction of a State agency, or where the Project is of statewide, regional, or areawide significance (PRC, § 21091).

The City shall notify in writing any public agency which comments on a proposed Negative Declaration or Mitigated Negative Declaration of any public hearing to be held for the Project for which the document was prepared. A notice provided to a public agency pursuant to PRC § 15072 shall satisfy this requirement.

**D. Approval or Denial of Negative Declarations or Mitigated Negative Declaration**

With respect to Negative Declarations or Mitigated Negative Declarations, the City Council is the Decision-Making Body and shall have the authority to approve, deny, or take any other action pertaining to the Negative Declaration or Mitigated Negative Declaration.

**E. Notice of Determination (PRC, § 21152; Guidelines, § 15075)**

After deciding to carry out or approve a Project for which a Negative Declaration or Mitigated Negative Declaration has been approved, the City shall post the Notice of Determination (“NOD”) on the City’s website and file the NOD with the County Clerk within 5 business days. After the NOD has been posted for 30 calendar days by the County Clerk, the County Clerk will return the NOD to the City and the NOD may be removed from the City’s website. The returned NOD must then be retained for not less than 12 months (PRC, § 21152). Filing and posting the NOD starts a 30-calendar day statute of limitations on court challenges to CEQA approvals. Failing to file the NOD within the required period extends the statute of limitations to 180 calendar days. If the Project requires a discretionary approval from any State agency, the NOD shall also be filed with the State Clearinghouse.

**X. ENVIRONMENTAL IMPACT REPORTS (EIRs)**

The EIR process starts with the Planning Director’s initial decision to prepare an EIR. This decision will be made either during preliminary review (Guidelines, § 15060) or at the conclusion of an Initial Study (Guidelines, § 15064).

**A. Decision to Prepare an EIR (PRC, § 21080; Guidelines, § 15063)**

If the Initial Study determines that a Project may have a significant effect on the environment, which cannot be eliminated by changing the Project or adding mitigation measures, the Planning Director shall initiate the preparation of an EIR. If the Planning Director can determine that an EIR will clearly be required for the Project, an Initial Study is not required but may still be desirable.

The Planning Director will determine whether an EIR is required within 30 calendar days of the application being deemed complete. A 15-calendar day extension may be approved upon consent of the Applicant (Guidelines, § 15102).

**B. Letter to Applicant**

Prior to the preparation and distribution of the Notice of Preparation (“NOP”), the City shall send to the Applicant a letter giving notice of the need for an EIR. Within 15 business days, the Applicant shall notify the City in writing of his/her/their/its agreement to proceed with an EIR, his/her/their/its agreement that an EIR is warranted, and (if applicable) his/her/their/its agreement to enter into the City’s third-party contract for preparation of the EIR. Failure of the Applicant to respond in writing within this period shall result in the scheduling of the Project for hearing before the approving authority with a recommendation of denial without prejudice.

In the letter to the Applicant, the City shall include information regarding the appeal procedure, fees for EIR administration, the scope of the EIR coverage (with the Initial Study, if any, attached), and directions to the Applicant on how to proceed. These directions shall include (if applicable) a description of the City’s consultant selection process and directions regarding the City/Applicant/consultant third-party contract.

**C. Scope of an EIR (PRC, § 21080.4; Guidelines, § 15082)**

The breadth of analysis in an EIR shall be determined by one or more of the following: the Initial Study, comments of the City staff, and responses to the NOP. The EIR should focus on potentially significant impacts. For Projects of unusual scope or complexity, City staff may hold a community scoping meeting. Pursuant to Guidelines, § 15082, the City shall conduct at least one scoping meeting for Projects of statewide, regional, or areawide significance. In addition, a scoping meeting shall be conducted if the Project may affect highways or other facilities under the jurisdiction of the California Department of Transportation (“Caltrans”) and a meeting is requested by Caltrans. The Lead Agency shall call the scoping meeting as soon as possible, but not later than 30 calendar days after receiving the request from Caltrans.

**D. Appeal**

If the Applicant wishes to appeal the City’s finding that an EIR is required, the Applicant shall file an appeal within 10 business days of the date of mailing the letter to the Applicant. The Applicant shall submit, along with the appropriate filing fee, a letter specifying the reasons why an EIR should not be required. The appeal shall be filed with the Lead Department. Action on these appeals shall be heard by the Decision-Making Body for the Project. If the Decision-Making Body is the Planning Director or

## ITEM 9.1 – Exhibit A to Attachment A

his/her/their designee, the Planning Director may request that the City Council hear the appeal.

### **E. Notice of Preparation (Guidelines, § 15082)**

Immediately after deciding that an EIR is required, and upon written confirmation of acceptance by the Applicant of the need to prepare an EIR, the City shall prepare and distribute a NOP for the EIR. The NOP shall provide the required information described in State CEQA Guidelines, § 15082, and include a copy of the Initial Study, if any.

The City shall send the NOP to the State Clearinghouse and Responsible and Trustee Agencies, as well as post it on the City’s website and file it with the County Clerk. If federal agencies are involved in approving or funding the Project, the NOP shall additionally be sent to those agencies. Except for the State Clearinghouse which has unique submittal requirements, the City shall use either certified mail or any other method of transmittal which provides a record that notice was received when sending copies of the NOP.

NOPs posted on the City’s website may be removed after the deadline for Responsible and Trustee Agencies to provide responses closes.

### **F. Response to Notice of Preparation**

Each Responsible and Trustee Agency shall provide a response within 30 calendar days after receiving the NOP. If an agency fails to reply within 30 calendar days with either a response or a request for additional time, the City may assume that the agency has no response to make.

Responses to the NOP shall at a minimum identify:

1. The significant environmental issues and reasonable alternatives and mitigation measures which the Responsible or Trustee Agency will need to have explored in the Draft EIR; and
2. Whether the agency will be a Responsible Agency or a Trustee Agency for the Project.

A generalized list of concerns does not meet the requirements for response.

The Applicant may further refine its Project and Project description based upon comments on the NOP.

**G. Preparation of Administrative Draft EIR (Guidelines, § 15084)**

The Administrative Draft EIR is considered a working document to be circulated among City staff. The purpose of staff review is to evaluate the EIR for adequacy and accuracy prior to public circulation. Generally, review of the Administrative Draft EIR is concluded within a few weeks, after which comments are provided to the City staff or City consultant who prepares the Draft EIR for publication and distribution. The Applicant may further refine its Project and Project description based upon comments from the Planning Director or other City staff.

**H. Notice of Completion of a Draft EIR (Guidelines, § 15085)**

When the Draft EIR is completed and ready for public circulation, the Draft EIR and a Notice of Completion (“NOC”) shall be posted on the City’s website and filed electronically with the State Clearinghouse. Receipt of this notice and the Draft EIR by the State Clearinghouse will initiate the minimum 30 calendar day public review period. The public review period shall be at least 45 calendar days where a State agency is a Responsible Agency or a Trustee Agency for the Project, when the Project is under the jurisdiction of a State agency, or where the Project is of statewide, regional, or areawide significance.

NOCs posted on the City’s website may be removed after the public review period for the Draft EIR closes.

**I. Public Review of Draft EIRs (PRC, § 21091; Guidelines, § 15087)**

At the time the NOC is filed with the State Clearinghouse, the City shall provide public notice of the availability of a Draft EIR (“NOA”) on the City’s website and within a newspaper of general circulation in the area affected by the Project. If more than one area is affected, the NOA shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas. The required information to be provided in the NOA is described in State CEQA Guidelines, § 15105.

The NOA shall also be filed with the County Clerk for 30 calendar days.

The NOA shall also be provided by direct mail to owners and occupants of property as shown on the latest equalized assessment role within 1,000 feet of the parcel(s) on which the Project is located. When the number of addresses to which the NOA would be directly mailed exceeds 1,000, the City may alternatively provide an additional public notice within a newspaper of general circulation and mail the NOA to all homeowners’

## ITEM 9.1 – Exhibit A to Attachment A

associations for dwelling units in Laguna Woods within 1,000 feet of the Project location.

The NOA shall also be provided to all individuals who so requested, in writing, notice on the Project.

Copies of the Draft EIR shall be made available for viewing at City Hall during normal working hours and on the City’s website, and also furnished to the County’s public library system. Copies of the Draft EIR shall be made available for purchase through the City, for the cost of printing.

Notices and Draft EIRs posted on the City’s website may be removed after the public review period for the Draft EIR closes.

### **J. Evaluation of Responses to Comments (PRC, § 21092.5; Guidelines, § 15088)**

After the public review period for the Draft EIR closes, City staff and/or the City consultant will assemble all written comments and summary minutes of verbal comments and transmit this package to City staff or a City consultant for preparation of the “Response to Comments.” Responses to comments shall ultimately be approved by the Planning Director. City staff and (if applicable) the City consultant will work closely to determine:

1. Which comments address environmental impacts and mitigation(s). These comments shall be responded to;
2. Which comments address the merits of the Project (as distinguished from environmental impacts of the Project) and do not require a response, but should be noted for the record;
3. Which comments are beyond the scope of environmental review (such as legal interpretations); and
4. Which comments on impacts are too speculative for evaluation.

The City shall provide a written proposed response, either in a printed copy or in an electronic format, to a public agency on comments made by that public agency at least 10 calendar days before certifying the EIR.

### **K. Public Hearing on Draft EIR**

A public hearing held before the City Council shall be conducted to solicit additional comments on the Draft EIR. It is the City’s intent to hold the public hearing on the Draft EIR concurrently with consideration of the

## ITEM 9.1 – Exhibit A to Attachment A

development application(s) for the Project. Notice of the public hearing shall be provided by means set forth in Subsection I., above, and § 15202 of the State CEQA Guidelines. The public hearing shall be scheduled after the public review period for the Draft EIR closes and once all responses to comments have been prepared. For clarity and accuracy of the record, written testimony is encouraged in conjunction with, or in lieu of, oral testimony provided during the public hearing. The City Council may extend the testimony period and/or continue the public hearing, if additional time is warranted.

### **L. Preparation of the Final EIR (PRC, § 21100; Guidelines, § 15089)**

The Final EIR will consist of the unchanged Draft EIR, copies of comments received, the Response to Comments (which includes corrections to any errors in the Draft EIR), and a list of persons and organizations who made comments. The Final EIR shall be available for viewing at City Hall during normal working hours.

### **M. Findings (PRC, § 21081; Guidelines, § 15091)**

The City Council shall not approve or carry out a Project for which a certified EIR identifies one or more significant environmental effects unless written findings for each of the significant effects, accompanied by a brief explanation of the rationale for each finding, are made. Findings must be supported by substantial evidence in the record of Project review. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or Project alternatives identified in the Final EIR.

A Statement of Overriding Considerations does not substitute for these required findings.

**N. Consideration of Drafting Findings for Project Approval**

After considering the Final EIR, and in conjunction with making findings, the City Council may decide whether or how to carry out the Project. The Project for which the EIR was prepared shall not be approved unless either:

1. The Project, as approved, will not have a significant effect on the environment; or
2. The City has eliminated or substantially lessened all significant effects on the environment where feasible, as shown in the findings, and any remaining significant effects on the environment have been determined to be unavoidable under § 15091 of the State CEQA Guidelines and are acceptable due to overriding concerns as described in § 15093 of the State CEQA Guidelines.

**O. Statement of Overriding Considerations (PRC, § 21081; Guidelines, § 15093)**

If the benefits of a proposed Project outweigh the unavoidable adverse effects, such significant effects may be considered "acceptable." The City Council shall take into consideration economic, legal, social, technological, and other benefits when determining if the benefits outweigh the significant effects. If the City Council approves a Project that allows the occurrence of significant effects, it shall adopt a Statement of Overriding Considerations, as part of the Project approval, that states specific reasons to support its action based on the certified Final EIR and/or other information in the record. This Statement of Overriding Considerations shall be in writing and supported by substantial evidence in the record. This statement does not substitute for, and shall be in addition to, findings required pursuant to Subsection M. The City staff or City consultant who prepared the Draft and Final EIR, or the Planning Director or his/her/their designee, shall be responsible for drafting the findings, subject to internal review by the City's legal counsel and review and approval by the City Council.

**P. Certification of the Final EIR and Time Limits**

The City Council shall certify the Final EIR for private Projects within one year of deeming the application for the Project as complete. Upon consent of the Applicant and the City, the one-year limit may be extended a maximum of an additional 90 calendar days. Changes to the Project and or delays by the Applicant in providing necessary information to complete the Final EIR shall suspend these time periods. In certifying the Final EIR, the City Council shall find that the Final EIR was prepared in compliance with

## ITEM 9.1 – Exhibit A to Attachment A

CEQA, was reviewed and considered prior to Project approval, and reflects the independent judgment of the City Council.

### **Q. Notice of Determination**

A NOD shall be posted on the City’s website and filed with the County Clerk within 5 business days of Project approval when an EIR has been prepared and certified for a Project. After the NOD has been posted for 30 calendar days by the County Clerk, the County Clerk will return the NOD to the City and the NOD may be removed from the City’s website. The returned NOD must then be retained for not less than 12 months (PRC, § 21152). Filing and posting the NOD starts a 30-calendar day statute of limitations on court challenges to CEQA approvals. Failing to file the NOD within the required period extends the statute of limitations to 180 calendar days. If the Project requires a discretionary approval from any State agency, the notice shall also be filed with the State Clearinghouse.

## **XI. MITIGATION MONITORING AND/OR REPORTING PROGRAM (PRC, § 21081.6; GUIDELINES, § 15097)**

Mitigation measures are specific requirements which will minimize, avoid, rectify, reduce, eliminate, or compensate for significant environmental effects. A mitigation monitoring and reporting program’s effectiveness depends in large part upon the quality of the mitigation measures themselves. Poorly drafted measures are not only difficult to implement, they are difficult to report on and monitor.

### **A. Processing of Mitigation Monitoring and/or Reporting Program: Roles and Responsibilities**

1. Administrative Responsibilities. It shall be the overall responsibility of the Planning Director or his/her/their designee to perform the duties of Mitigation Coordinator.
2. Selection of Monitor. The Planning Director or the Director’s designee may hire the person(s) or firm(s), in consultation with the Project developer, to monitor the mitigation monitoring and reporting program for each Project. In all cases, the person(s) or firm(s) responsible for monitoring shall have sufficient expertise to determine whether or not the mitigation measure has been accomplished. The Applicant shall be responsible for payment of all fees and costs associated with Project monitoring.
3. Mitigation Monitoring and Reporting Program (“MMRP”). The MMRP shall be made a part of the certified Mitigated Negative

## ITEM 9.1 – Exhibit A to Attachment A

Declaration or Final EIR prior to Project approval, or shall otherwise be implemented to the satisfaction of the Planning Director.

If the required MMRP has not been prepared as part of the preparation of the Mitigated Negative Declaration or EIR, the Planning Director shall cause the MMRP to be prepared at the expense of the Applicant, prior to Project approval.

4. Monitoring Responsibility. The Mitigation Coordinator shall be responsible for:
  - (a) Coordinating the monitoring tasks and verification program;
  - (b) Ensuring that the Applicant prepares a compliance schedule;
  - (c) Coordinating monitoring by various City departments and other agencies;
  - (d) Processing and filing compliance reports and verification reports;
  - (e) Ensuring that the Applicant provides a deposit to fund the mitigation monitoring program; and
  - (f) Preparing an environmental monitoring report that is periodically reviewed until all mitigation measures have been implemented as required.

The Mitigation Coordinator shall submit regular progress and verification reports to the Planning Director.

### **B. Preparation of a Mitigation Monitoring and/or Reporting Program**

An MMRP shall be prepared by the EIR consultant for every Project for which an EIR or Mitigated Negative Declaration was prepared where mitigation measures were adopted by the approving body. The MMRP shall be reviewed and accepted by the Lead Department prior to its implementation and use. The MMRP shall contain the following:

1. A statement that the requirements of the adopted MMRP run with the real property on which the Project is located. Successive

## ITEM 9.1 – Exhibit A to Attachment A

owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted MMRP.

2. A statement which specifies the responsibilities of the Applicant and the Mitigation Coordinator or his/her/their designee, as well as any professional expertise on completion or evaluation of any part of the MMRP.
3. The time requirements, schedule, phases, or tasks for each mitigation measure that will, upon completion, result in the issuance of an MMRP completion letter from the Mitigation Coordinator.

The MMRP shall be written to maintain consistency with the Project as approved. It shall be the responsibility of the Mitigation Coordinator to determine that the proposed MMRP complies with City requirements.

### **C. Enforcement Responsibility**

The Mitigation Coordinator is authorized to enforce compliance with the MMRP. When compliance is lacking or incomplete, the Mitigation Coordinator is empowered to either stop work, temporarily stop work, or allow work to continue while compliance is being achieved.

### **D. Program Completion Letter**

It shall be the responsibility of the Mitigation Coordinator to determine compliance with each of the required mitigation measures. Once all of the mitigation measures have been met, the Mitigation Coordinator will prepare and mail a letter to the Applicant indicating full compliance with the MMRP for the Project or phase. Should there be an ongoing mitigation measure imposed, the Mitigation Coordinator shall prepare and mail a letter to the Applicant indicating the ongoing need for the mitigation measure and the necessary time frame for follow-up.

### **E. Compliance With State CEQA Guidelines § 15097**

MMRPs shall be consistent with the State CEQA Guidelines § 15097.

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**CITY OF LAGUNA WOODS**  
**LOCAL CALIFORNIA ENVIRONMENTAL**  
**QUALITY ACT PROCEDURES**

EXISTING

TABLE OF CONTENTS

- DEFINITIONS..... i
- I. INTRODUCTION ..... 1
- II. DELEGATION OF RESPONSIBILITY ..... 1
  - A. Responsibilities of the Planning Director ..... 1
  - B. Responsibilities of the Project Managers..... 2
- III. OVERVIEW AND SUMMARY OF PROCEDURES..... 2
  - A. Applicability ..... 2
- IV. AUTHORITY PROVIDED BY CEQA (PRC § 21004; Guidelines § 15040) ..... 2
  - A. Mitigate (PRC § 21002 & 21004; Guidelines §15041(a))..... 2
  - B. Approve Projects Despite Significant Effects (Guidelines § 15043)..... 3
  - C. Disapprove Projects (Guidelines § 15042) ..... 3
  - D. Fees (PRC § 21089; Guidelines § 15045)..... 3
- V. EXEMPTIONS ..... 4
  - A. Statutory Exemptions..... 5
  - B. Categorical Exemptions ..... 5
  - C. General Rule ..... 5
  - D. Exemption Verification (Guidelines § 15300.2)..... 5
  - E. Ministerial Projects ..... 5
  - F. Determination and Filing of Notice (PRC § 21152; Guidelines § 15062) ..... 7
- VI. CITY PROJECTS: Environmental Review Procedures (PRC § 21065; Guidelines § 15378(a)(1))..... 7
- VII. INITIAL STUDY (Guidelines § 15063)..... 8
  - A. Initial Study Purpose ..... 8
  - B. Preparation ..... 8
  - C. Content of Initial Study (PRC § 21080; Guidelines § 15063(d)) ..... 9
  - D. Determining Environmental Significance (PRC § 21068; Guidelines § 15382)..... 10
  - E. Mandatory Findings of Significance (§ 15065) ..... 10

- F. Thresholds.....11
- VIII. CONSULTANTS AND SUBCONSULTANT SELECTION PROCEDURE.....13
  - A. Deposit .....13
  - B. Execution of Contract .....14
- IX. NEGATIVE DECLARATIONS (PRC § 21064, 21064.5; Guidelines, § 15070).....14
  - A. Preparation of a Negative Declaration or Mitigated Negative Declaration (PRC §§ 21064, 21064.5; Guidelines § 15070) .....14
  - B. Contents of Negative Declarations or Mitigated Negative Declaration (§ 15071) .....15
  - C. Public Notice (PRC § 21092; Guidelines § 15072).....15
  - D. Approval or Denial of Negative Declarations or Mitigated Negative Declaration .....16
  - E. Notice of Determination (PRC § 21152; Guidelines § 15075).....16
- X. ENVIRONMENTAL IMPACT REPORTS (“EIRs”).....16
  - A. Decision to Prepare an EIR (PRC § 21080; Guidelines § 15063) .....16
  - B. Letter to Applicant .....17
  - C. Scope of an EIR (PRC § 21080.4; Guidelines § 15082).....17
  - D. Global Climate Change.....17
  - E. Appeal.....20
  - F. Notice of Preparation (§ 15082) .....20
  - G. Response to Notice of Preparation.....21
  - H. Preparation of Administrative Draft EIR (§ 15084) .....21
  - I. Notice of Completion of a Draft EIR (§ 15085).....21
  - J. Public Review of Draft EIRs (PRC § 21091; Guidelines § 15087).....22
  - K. Evaluation of Responses to Comments (PRC § 21092.5; Guidelines § 15088).....22
  - L. Public Hearing on Draft EIR.....23
  - M. Preparation of the Final EIR (PRC § 21100; Guidelines § 15089).....23
  - N. Findings (PRC § 21081; Guidelines § 15091).....23
  - O. Consideration of Drafting Findings for Project Approval .....24
  - P. Statement of Overriding Considerations (PRC § 21081; Guidelines § 15093) .....24

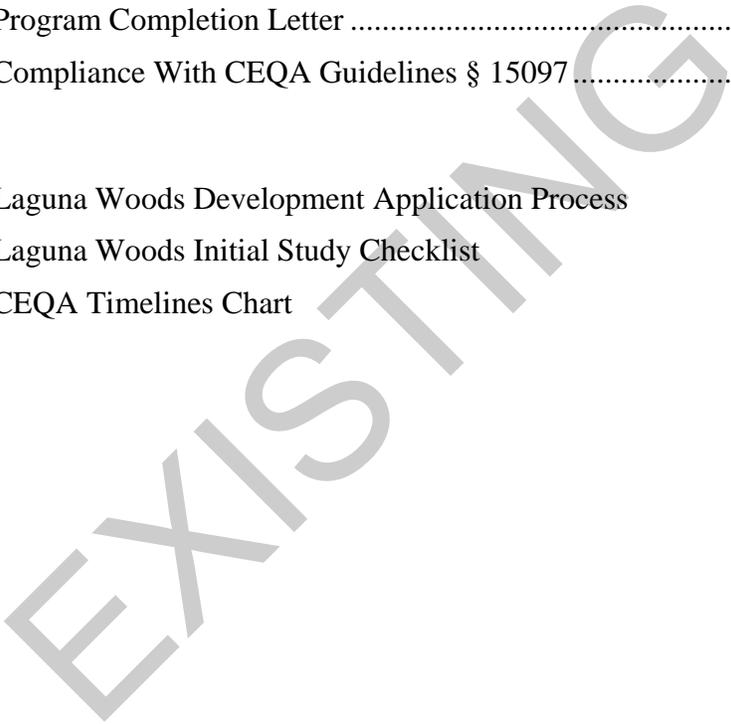
- Q. Certification of the Final EIR and Time Limits.....25
- R. Notice of Determination .....25

XI. MITIGATION MONITORING AND/OR REPORTING PROGRAM  
(PRC § 21081.6; Guidelines § 15097).....25

- A. Processing of Mitigation Monitoring And/Or Reporting Program:  
Roles and Responsibilities .....26
- B. Enforcement Responsibility .....27
- C. Preparation of Monitoring And/Or Reporting Program.....27
- D. Revisions to the Mitigation Monitoring And/Or Reporting  
Program.....28
- E. Program Completion Letter .....28
- F. Compliance With CEQA Guidelines § 15097.....28

APPENDIX

- A. Laguna Woods Development Application Process
- B. Laguna Woods Initial Study Checklist
- C. CEQA Timelines Chart



**DEFINITIONS**

- A. “Applicant” - The person, entity, City department, or agency which has submitted an application to the City for review or approval of any activity which is deemed a Project pursuant to the California Environmental Quality Act (“CEQA”) or these Local CEQA Guidelines.
- B. “CEQA” – Shall refer to the California Environmental Quality Act, commencing with § 21000 *et. seq.* of the California Public Resources Code, and as may be amended from time to time.
- C. “CEQA Guidelines” – Shall refer to the Guidelines for the California Environmental Quality Act, commencing with § 15000 *et seq.* of the California Code of Regulations, Title 14, Chapter 3, and as may be amended from time to time.
- D. “City” – The City of Laguna Woods, California.
- E. “City’s Local CEQA Guidelines” – Shall refer to the City’s Local CEQA Guidelines as adopted by resolution of the City Council of the City of Laguna Woods.
- F. “Decision-Making Body” - The person, commission or council which has authority by law or ordinance to make a final decision to approve or disapprove the Project at issue. See Lead Agency.
- G. “Discretion” or “Discretionary” - The Decision-Making Body’s exercise of judgment or deliberation regarding a decision to approve or disapprove an action or Project, as distinguished from situations in which the Decision-Making Body merely has to determine whether there has been conformance with applicable statutes, ordinances or regulations.
- H. “Global Climate Change” - A change in the average weather of the earth, which can be measured by wind patterns, storms, precipitation, and temperature.
- I. “Greenhouse Gases” - Gases that trap heat in the atmosphere. The accumulation of greenhouse gases in the atmosphere regulates the earth’s temperature. Reference gases include: Carbon dioxide (CO<sub>2</sub>); Methane; Nitrous oxide (N<sub>2</sub>O); Chlorofluorocarbons (CFCs); Hydrofluorocarbons (HFCs) Hydrofluorocarbons (HFCs); Perfluorocarbons (PFCs); Sulfur Hexafluoride (SF<sub>6</sub>)
- J. “Lead Agency” – The City Council will be the Lead Agency or Decision-Making Body, for those Projects for which they have principal responsibility for carrying out or approving.

- K. “Lead Department” - The City Community Development Department, which shall serve as clearinghouse for the purposes of processing and coordinating environmental review for the City.
- L. “Ministerial” - Minimal or no exercise of personal judgment by the Decision-Making Body or a public official as to the wisdom or manner of carrying out an action or Project. The agency or official merely applies the particular law or regulation to the facts.
- M. “Planning Director” - The City Manager or his/her designee (which may include a consultant hired by the City), who shall have overall responsibility for City CEQA functions. As used in these City’s Local CEQA Guidelines, CEQA functions include CEQA review of all City Projects and Projects submitted to the City for approval or review pursuant to State and Federal law.
- N. “Project” – Any activity undertaken or proposed by an Applicant, including any City department, which creates, or has the potential to cause either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment, as guided by PRC §21065 and by §15378 of the CEQA Guidelines.
- O. “Project Manager” – The Planning Director’s designee who shall take direction from the Planning Director and be responsible for carrying out a City Project or reviewing a Project submitted to the City for processing.

## **I. INTRODUCTION**

The City's Local CEQA Procedures sets forth comprehensive procedures for complying with CEQA. Pursuant to CEQA, Public Agencies are to adopt guidelines (objectives, criteria and specific procedures) for administering its responsibilities under CEQA (§ 15022 of CEQA Guidelines and 21000, *et seq.* of the Public Resources Code (PRC)). (All citations are to the CEQA Guidelines, unless otherwise noted.) The purpose of the City's Local CEQA Procedures is to protect both local and regional environmental resources in a manner that reflects local values.

## **II. DELEGATION OF RESPONSIBILITY**

### **A. Responsibilities of the Planning Director**

Responsibilities of the Planning Director shall include, but not be limited to, the responsibilities listed throughout these City's Local CEQA Guidelines, as well as the following activities:

1. Ensuring that the City's Local CEQA Guidelines set forth in this document are strictly adhered to;
2. Conducting environmental review of all City Projects and Projects submitted to the City for review and approval;
3. Conducting preliminary review to determine if an application identifies a Project under CEQA;
4. Reviewing the application and Project for completeness;
5. Initial determination of the level of environmental review of the Project in accordance with CEQA, the CEQA Guidelines, City Council policy and direction, and as defined in these City's Local CEQA Guidelines;
6. Preparing, processing and filing all environmental documents and notices as required;
7. Adopting, preparing and updating City procedures, policies, thresholds, guidelines and criteria as needed to forward the intent of these City's Local CEQA Guidelines;
8. Adhering to CEQA processing time limits as qualified under Local CEQA Guidelines;

9. Determining the adequacy of an EIR or Negative Declaration; and
10. Reviewing CEQA documents prepared for other agencies, providing adequate comments and complying with the requirements for a Responsible Agency under § 15096 of the CEQA Guidelines.

**B. Responsibilities of the Project Managers**

The Project Manager shall assist the Planning Director in carrying out the activities required by these City's Local CEQA Guidelines, as well as to ensure timely submission of all Project information needed by the Planning Director.

**III. OVERVIEW AND SUMMARY OF PROCEDURES**

The following subsections provide the procedures for following CEQA requirements. In all cases, determination shall be by the Planning Director or the Project Manager.

**A. Applicability**

A proposed activity or application must first be evaluated to determine if it is a "Project" and is, therefore, subject to further CEQA review. A Project is defined as any discretionary action which may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. However, if the proposed activity is a Project under CEQA, it may still be exempt from environmental review if the Project falls under a statutory exemption as set forth under CEQA Guidelines, Articles 18, commencing at § 15260 or a categorical exemption as set forth under CEQA Guidelines, Article 19, commencing at § 15300.

**IV. AUTHORITY PROVIDED BY CEQA (PRC § 21004; Guidelines § 15040)**

CEQA gives the City, as Lead Agency, authority to require feasible changes in the activities involved in the Project in order to lessen or avoid effects on the environment, disapprove or approve Projects despite significant impacts, and to charge fees to recover costs incurred in the preparation of the environmental documentation.

**A. Mitigate (PRC § 21002 & 21004; Guidelines § 15041(a))**

The City, as Lead Agency, has authority to require changes in the Project to lessen or avoid significant effects on the environment. The

Lead Agency City shall prepare draft mitigation measures to achieve the objective of mitigating or avoiding significant effects on the environment identified in the Initial Study or EIR. These mitigation measures shall be implemented by the Project Applicant as part of the project approvals and may be incorporated in the Mitigation Monitoring and Response Plan, if so required by the Lead Agency.

The City, as Lead Agency, has the authority to require feasible changes in any or all activities involved in the Project in order to substantially lessen or avoid significant effects on the environment, consistent with the applicable constitutional requirements such as the "nexus" and "rough proportionality" standards required by case law.

**B. Approve Projects Despite Significant Effects (Guidelines § 15043)**

The City may approve a Project despite significant environmental effects identified in an EIR if the City makes a fully informed and publicly disclosed decision that: (1) there is no feasible way to lessen or avoid these effects; and (2) the City adopts, when certifying the EIR, a Statement of Overriding Considerations to address those significant environmental effects.

Findings shall be included in the adoption identifying the expected benefits from the Project that outweigh the policy of reducing or avoiding significant environmental impacts of the Project.

**C. Disapprove Projects (Guidelines § 15042)**

The City may disapprove a Project, if necessary, to avoid one or more significant effects on the environment that would occur if the Project were approved as proposed.

**D. Fees (PRC § 21089; Guidelines § 15045)**

The City, as a lead agency, may charge and collect reasonable fees in order to recover the estimated cost in preparing environmental documents and for procedures necessary to comply with CEQA on the Project. These fees are subject to periodic review and adjustment in order to assure that City costs are recovered. Litigation expenses, costs, fees and all fee awards incurred in actions alleging noncompliance with CEQA shall be borne by the Applicant.

Costs for the preparation of the CEQA document will be estimated on a case by case basis depending upon the scope of the CEQA review. If the Project necessitates staff or city consultant assistance prior to the submittal of the Project Application, the Applicant will be required to

deposit a fee in an amount to be determined by the Planning Director, to cover all of the City and its consultants pre-application costs, including but not limited to the hourly rate of employees and consultants and appropriate support and overhead expenses. The fee shall be based on the amount of time anticipated to respond to the Applicants questions, and any balance remaining at the completion of the work shall be refunded to the Applicant or applied against the Project processing deposit.

If no pre-application deposit is required, a deposit in an amount to be determined by the Planning Director will be required at the time the Community Development Department commences any work on the proposed Project. However, this fee must be deposited no later than the submission of the Project application with the City for processing. Upon determination by the Planning Director or his/her designee of the cost of the CEQA review, the Applicant is required to deposit the amount of the estimated reasonable costs with the City prior to the commencement of the preparation of the CEQA document. Adoption or Certification of the final Environmental Document will not be scheduled unless the account is in excess of the estimate/deposit in order to cover the costs of finalizing the environmental document. Any deposit remaining at the completion of the project, or upon the Applicants withdrawal of the Project, shall be refunded to the applicant.

## **V. EXEMPTIONS**

Generally a project may be exempt from CEQA review if it falls within any of the following categories:

- The project is not considered a “project” within the CEQA definition.
- The City does not have the discretion to disapprove or put conditions on the project.
- The action is required by a state regulatory program.
- The state has determined by statute that the type of project is exempt from CEQA review (statutory exemptions).
- The project is a type that the state has determined generally does not have a significant environmental impact (categorical exemptions).
- The project is required to make emergency repairs to public service facilities that are necessary to maintain services.

The Planning Director has 30 calendar days in which to determine whether a

Project is exempt or not. All proposed activities must be reviewed to determine if one of the following exemptions is appropriate:

- A. **Statutory Exemptions:** Certain activities have been exempted from CEQA by the Legislature. These exemptions include feasibility or planning studies, Ministerial Projects, and emergency actions. A complete list of Statutory Exemptions is included in the CEQA Guideline Article 18, commencing at § 15260.
- B. **Categorical Exemptions:** Certain classes or "categories" of Projects have been determined by the State's Secretary for Resources to have an insignificant effect on the environment, and are known as Categorical Exemptions. Currently, the State's CEQA Guidelines recognize 32 classes of categorically exempt Projects. A complete list of these exemptions is included in the CEQA Guidelines Article 19, commencing at § 15300.
- C. **General Rule:** Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to environmental review. In such cases, the activity is covered by the general rule that CEQA applies only to Projects which have the potential for causing a significant effect on the environment (Guidelines, § 15061(b)(3)).
- D. **Exemption Verification (Guidelines § 15300.2):** The City may exempt from CEQA review the Statutory Exemptions commencing with § 15260 of the CEQA Guidelines, the Categorical Exemptions with § 15300 of the CEQA Guidelines, the General Rule Exemptions pursuant to § 15061(b) of the CEQA Guidelines and the Ministerial Projects listed below in Subsection F. Any Project not specifically meeting one of these exemptions is subject to the provisions of CEQA.
- E. **Ministerial Projects:**

Activities over which the City has Ministerial authority and that are exempt from environmental review under § 21080(b)(1) of the Public Resources Code include, but are not limited to, those Ministerial Projects as defined by § 15268 of the CEQA Guidelines. The following is a list of those actions typically considered ministerial in the City of Laguna Woods:

1. Issuance of a Certificate of Compliance, issued in accordance with allowed land-use regulations for the zone and conditions of the Project;
2. Issuance of a Certificate of Occupancy, issued in

accordance with allowed land-use regulations of the zone and conditions of the Project;

3. Issuance of business licenses and permits required by Title 6, Business Regulations of the Laguna Woods Municipal Code;
4. Approval of waiver of parcel maps and approval of final subdivision maps;
5. Approval of Construction Fencing;
6. Approval of a grading permits, in areas with average slope less than 20%.
7. Issuance of demolition permits, unless in connection with a property of historical or cultural significance to the community;
8. Approval of Curb, Gutter or Sidewalk Construction or Reconstruction within an existing right of way;
9. Approval of Driveway Construction or Reconstruction;
10. Issuance of an Encroachment Permit;
11. Approval of a Fire Extinguisher System and/or Alarm permits;
12. Approval of a Fire Hydrant Installation;
13. Approval of a Heating, Air Conditioning and/or Refrigeration Installation;
14. Approval of individual utility connections and disconnections;
15. Approval of an Internal Tenant Improvement which does not result in, or perpetuate, a change in land use or an unmet parking need;
16. Approval of a Soil Boring;
17. Approval of Street Lights;
18. Issuance of a Temporary Permit of less than thirty (30) days for the purpose of tree sales, pumpkin sales, garage

and yard sales, sidewalk sales and other outdoor activities and similar localized nature; and

19. Issuance of a Building Permit, including mechanical, electrical and plumbing permits, unless said Building Permit is for a Historical Structure in which further analysis by the Community Development Department may be required.

When a project involves an approval that contains elements of both a ministerial action and a discretionary action, the project will be deemed to be discretionary and will be subject to the provisions of CEQA.

**F. Determination and Filing of Notice**

1. Determination. If the Planning Director determines a project falls into one of the exempt categories, no further CEQA review is required. The formal determination that the project is exempt is made by the decision making body at the time of project approval (or disapproval).
2. Decision to File Notice. Except as provided in § 21152.1(a) of the Public Resource Code, the preparation and filing of a Notice of Exemption is not mandatory under CEQA and the CEQA Guidelines. However, the City shall prepare and file a Notice of Exemption for all projects so designated in accordance with the form and manner identified by § 21152.1 (a) of the CEQA Guidelines.
3. Request for Notice. A copy of the Notice of Exemption shall be mailed to any person who has filed a written request for such notice with the Planning Director. Requests to receive Notices of Exemption shall be renewed annually by the requester.

**VI. CITY PROJECTS: ENVIRONMENTAL REVIEW PROCEDURES (PRC § 21065; Guidelines § 15378(a)(1))**

When the City, as the Lead Agency, contemplates any activity resulting in physical change in the environment, including but not limited to Public Works construction and related activities, clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances initiated by the City, and the amendment of the City of Laguna Woods General Plan or any of its elements, the City will not solicit bids for the Project or award the contract until the following procedures are followed.

The department which contemplates the activity shall request the Planning Director to determine whether the activity qualifies for a categorical exemption. If the activity has been verified as categorically exempt and a Notice of Exemption has been filed with the county clerk, no further CEQA review is required and regular processing of plans for the activity may continue without further environmental review.

If the activity is not categorically exempt, the department shall forward its plans and specifications to the Planning Director. Upon receipt of the plans and specifications for the Project, the Planning Director shall conduct an Initial Study to determine if the Project may have a significant effect on the environment. The environmental review process from that point on, including determinations and filing of notices, will be conducted in the manner as set forth in these guidelines for environmental review of private Projects, with the department proposing to carry out the Project being treated as the "Applicant."

## **VII. INITIAL STUDY (Guidelines § 15063)**

Once the City receives an application from the Project Applicant, the application will be deemed complete by the Planning Director when all prerequisite information required on the application is submitted which includes an adequate Project description which clearly sets forth the proposed land use activity contemplated by the Applicant, which shall include an environmental impact questionnaire. The type of information to be submitted is dependent on the type of project the applicant proposes.

If after the application is deemed complete, and a determination is made that the propose Project is not exempt from CEQA, an Initial Study will be prepared.

### **A. Initial Study Purpose**

Pursuant to § 15063 of the CEQA Guidelines, the Initial Study shall be used to provide a written determination of whether a Project may have a significant effect on the environment and whether a Negative Declaration or an Environmental Impact Report ("EIR") shall be prepared.

### **B. Preparation**

1. Following preliminary review, the City shall prepare an Initial Study for nonexempt Projects to determine if the Project may have a significant effect on the environment. An environmental assessment or a similar analysis prepared pursuant to the National Environmental Policy Act will meet the requirements of this section.

2. If the City determines that a Full EIR will be required for a Project, the City may skip further initial review of the Project and begin work directly on the Full EIR. However, an Initial Study can prove to be a useful tool in assisting the City in identifying the significant effects of the Project upon which the EIR shall focus and provide findings why other effects would not be significant or potentially significant.

**C. Content of Initial Study (PRC § 21080; Guidelines § 15063(d))**

The Initial Study shall be prepared by City staff or the Planning Director's Designee. An Initial Study may rely upon expert opinion supported by the facts, technical studies, or other substantial evidence to document its findings. However, an Initial Study is neither intended nor required to include the level of detail included in an EIR. An Initial Study shall include:

1. A description of the Project including the location of the Project;
2. An identification of the environmental setting;
3. An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries. The brief explanation may be either through a narrative or a reference to another information source such as an attached map, photographs, or an earlier EIR or Negative Declaration. A reference to another document should include, where appropriate, a citation to the page or pages where the information is found.
4. A discussion of ways to mitigate the significant effects identified, if any;
5. An examination of whether the Project would be consistent with existing zoning, plans, and other applicable land use controls;
6. The name of the person or persons who prepared or participate in the Initial Study.

All phases of Project planning, implementation, and operation shall be considered in the Initial Study. Staff shall consult with City

departments, public entities that may be a responsible or trustee agency for the Project and any individuals or organizations otherwise concerned.

**D. Determining Environmental Significance (PRC § 21068; Guidelines § 15382)**

“Significant Effect on the Environment,” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the Project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant.

1. The environmental evaluation must consider:

**Primary or Direct Impacts:** such as construction-related impacts of dust and noise (§ 15064(d)(1));

**Secondary or Indirect Impacts:** such as those associated with growth resulting from additional infrastructure capacity (§ 15064(d)(2)); and,

**Cumulative Impacts:** such as those resulting from the total effect of a group of proposed Projects or programs, over time (§ 15065(a)(3)).

2. Significance will be judged by the intensity and longevity of the change, the size of the area affected, and deviation from existing conditions. Establishing Thresholds of Significance is the best way to enable a determination of environmental impacts.

**E. Mandatory Findings of Significance (§ 15065)**

The Project may be found to have a Significant Effect on the Environment if any of the following findings are made by the City.

1. The Project has the potential to substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of endangered, rare

or threatened species, or eliminate important examples of the major periods of California history or prehistory.

2. The Project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
3. The Project has possible environmental effects that are individually limited but cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual Project are significant when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects.
4. The environmental effects of a Project will cause substantial adverse effects on human beings, either directly or indirectly.

The City **must** prepare an EIR if any of these Findings occur.

**F. Thresholds**

1. Thresholds of Significance

- a. Thresholds for determining the significance of the environment effect of Project shall be pursuant to §§ 15064, 15064.5 and 15065 of the CEQA Guidelines, the City's General Plan, applicable specific plans, the Municipal Code, and any additional information as deemed necessary by the Planning Director. In addition, pursuant to § 15064.7 of the CEQA Guidelines, specific thresholds include, but are not limited to, the following:

- (i) Traffic increases at any location where level of service for road links and level of service for intersections is D (Level of Service D). Where existing levels of service exceed the above, the Project cannot cause any increase in level of service as determined by a comparison of baseline conditions with and without the Project. If there is an increase in level of service, defined as any percentage increase of 1% or more, then an EIR shall be

prepared.

- (ii) Disturbance of, or encroachment into, any river, river tributary, riparian habitat, stream or similar waterway identified on a United States Geologic Survey map as a “blue-line” watercourse, or any waterway otherwise identified as a significant resource by the City of Laguna Woods and for which no mitigation can be provided.
- (iii) Disturbance of any habitat known or suspected to contain a plant or animal species listed as endangered on such Federal and/or State lists.
- (iv) Disturbance to any Significant Habitat Area as identified by the City of Laguna Woods.
- (v) Changes to the topography of a Primary or Secondary Ridgeline unless Project is consistent with the General Plan pertaining to Hillside Development.
- (vi) The most recent air quality thresholds as determined by the South Coast Air Quality Management District, as published in its “Air Quality Analysis Guidance Handbook.”
- (vii) Any Project involving modification or demolition of a structure with a category 1, 2 or 3 on the State’s Historical List, the City’s Historical Survey List, or as determined by a Historical Resource Survey.

Any Project that cannot maintain a water system, on or offsite, which is capable of meeting the daily and peak demand of Laguna Woods residents and businesses including the provision of adequate fire flows.

- (viii) Any Project that cannot protect structures for human occupancy and major roadways from the 100-year flood.

- (ix) Any Project that in which a waste water collection, treatment and disposal system cannot be maintained which is capable of meeting the daily and peak demands of Laguna Woods residents and businesses.
- (x) Movement or grading of earth exceeding 100,000 cubic yards or greater.

### **VIII. CONSULTANTS AND SUB-CONSULTANT SELECTION PROCEDURE**

Once the City has determined that a Negative Declaration, Mitigated Negative Declaration, or EIR is required, the Project Applicant must deposit the appropriate amount for the required work. Upon receipt of the deposit, the City may choose to complete the work with in-house or consultant staff under contract with the City, or it may solicit consultant proposals specifically for the proposed project.

If the City elects to hire a consultant solely to assist in the preparation of the Environmental Document, the City may solicit consultants by posting a Request for Proposal, (RFP), which sets forth the scope of the proposed Project to be undertaken.

It is the desire of the City to utilize local consultants when possible and feasible.

The preparation of the consultant proposal shall conform to the format and content specified in the City's Request for Proposal. Though the City may consider the Applicant's recommendation as to their preference as to which consultant to hire, final selection of the consultant shall be made by the City. Prior to executing any contract, the consultant retained by the City shall file a Statement of Economic Interest with the City Clerk and, demonstrate possession of liability insurance and statutory workers compensation coverage acceptable to the City.

#### **A. Deposit**

To begin the EIR, Mitigated Negative Declaration or Negative Declaration preparation process, the Applicant shall submit to the Community Development Department a deposit as so set forth in Sections VI.-D. and VIII, and may be required to execute a document entitled the City's

CEQA Document Preparation and Deposit Contract (Tri-Party Agreement).

**B. Execution of Contract**

In certain projects, the Planning Director may deem it necessary that a Tri-Party Agreement be entered into by and between the Applicant, City and the Consultant retained for the Project. The Tri-Party Agreement shall reference the scope of work, include the preparation of the administrative draft, Draft EIR, and Final EIR, Negative Declaration or Mitigated Negative Declaration, attendance at public hearings, preparation of the response to comments, and reproduction costs.

**IX. NEGATIVE DECLARATIONS (PRC §§ 21064, 21064.5; Guidelines, § 15070)**

There are two types of Negative Declarations: a (standard) Negative Declaration, and a Negative Declaration with mitigation, or "Mitigated Negative Declaration." When the Initial Study shows that the Project may not have a significant effect on the environment, CEQA allows for a Negative Declaration to be adopted.

CEQA continues to give the City the option of allowing Applicants to modify their Project so that the City can make a finding that the Project would not have a significant effect on the environment as proposed. If the Applicant can mitigate its Project to avoid potential significant effects, it can qualify for a Mitigated Negative Declaration.

**A. Preparation of a Negative Declaration or Mitigated Negative Declaration (PRC §§ 21064, 21064.5; Guidelines § 15070)**

A Negative Declaration or Mitigated Negative Declaration shall be prepared for nonexempt Projects if:

1. The Initial Study shows that there is no substantial evidence of the Project having a significant effect on the environment; or
2. The Initial Study identified potentially significant effects that can be mitigated to a level of insignificance; or
3. Prior to completion of the Initial Study, the Project is revised to avoid or mitigate the effects to a point where no significant effects would occur; or
4. There is no substantial evidence that the Project, as revised, may have a significant effect on the environment.

**B. Contents of Negative Declarations or Mitigated Negative Declaration (§ 15071)**

A Negative Declaration or Mitigated Negative Declaration shall include:

1. A brief description of the Project, including a commonly used name for the Project, if any;
2. The location of the Project, preferably shown on a map, and the name of the Project Applicant;
3. A proposed finding that the Project will not have a significant effect on the environment;
4. An attached copy of the Initial Study documenting reasons to support the finding; and
5. Mitigation measures, if any, included in the Project to avoid potentially significant effects.

**C. Public Notice (PRC § 21092; Guidelines § 15072)**

The City shall notify the public of its intention to adopt a Negative Declaration or Mitigated Negative Declaration, and provide opportunities to review it and any related documents by direct mail to all landowners within a 1,000 foot radius of the exterior Project boundary, but not less than ten (10) properties in the surrounding area. The City has adopted a policy of providing notice to landowners within a 1,000 foot radius even though state law generally does not require that such extensive notice be provided. The notice shall include a reference as to where all documents are available for review. The notice shall also appear in a newspaper of general circulation, and be provided to all individuals who so requested, in writing, notice about the proposed Project.

Where one or more State agencies will be a Responsible Agency or a Trustee Agency or will exercise jurisdiction by law over natural resources affected by the Project, the City shall send copies of the Negative Declaration or Mitigated Negative Declaration to the State Clearinghouse for distribution to the State agencies (§ 15073). In addition, a certified copy of the Negative Declaration or Mitigated Negative Declaration shall be sent to all responsible and trustee agencies via certified mail.

Public review period for a Negative Declaration or Mitigated Negative

Declaration shall be at least 20 calendar days. The review period for a Negative Declaration or Mitigated Negative Declaration which has been submitted to the State Clearinghouse shall be at least 30 calendar days (Public Resources Code, Section 21091).

**D. Approval or Denial of Negative Declarations or Mitigated Negative Declaration**

With respect to Negative Declarations or Mitigated Negative Declaration, the City City Council is the Decision-Making Body and shall have the authority to approve, deny or take any other action pertaining to the Negative Declaration or Mitigated Negative Declaration.

**E. Notice of Determination (PRC § 21152; Guidelines § 15075)**

After deciding to carry out or approve a Project for which a Negative Declaration or Mitigated Negative Declaration has been approved, the City shall file a Notice of Determination, (NOD), with the County Clerk within five (5) working days. After the NOD has been posted for 30 calendar days by the County Clerk, the NOD will be returned to the City. The returned NOD must then be retained for not less than nine months (PRC § 21152). Filing and posting the Notice of Determination starts a 30-calendar day statute of limitations on court challenges to CEQA approvals. Failing to file the Notice of Determination within the required time period extends the statute of limitations to 180 calendar days. If the Project requires a discretionary approval from any State agency, the notice shall also be filed with the Governor's Office of Planning and Research.

**X. ENVIRONMENTAL IMPACT REPORTS ("EIRs")**

The EIR process starts with the Planning Director's initial decision to prepare an EIR. This decision will be made either during preliminary review (Guidelines, § 15060) or at the conclusion of an Initial Study (§ 15064).

**A. Decision to Prepare an EIR (PRC § 21080; Guidelines § 15063)**

If the Initial Study determines that a Project may have a significant effect on the environment, which cannot be eliminated by changing the Project or adding mitigation measures, the Planning Director shall initiate the preparation of either a "Full EIR" or a "Focused EIR". If the Planning Director can determine that a Full EIR will clearly be required for the Project, an Initial Study is not required but may still be desirable.

The Planning Director, or the Project Manager, will determine whether an EIR is required within 30 calendar days of determining the application complete. A 15-calendar day extension may be approved upon consent of the Applicant. (§ 15102).

**B. Letter to Applicant**

Prior to the preparation and distribution of the Notice of Preparation, the City shall send to the Applicant a letter giving notice of the need for an EIR. Within fifteen (15) business days the Applicant shall notify the City in writing of his/her agreement to proceed with an EIR, his/her agreement that an EIR is warranted and agreement to enter into the City's Tri-Party Agreement for preparation of the EIR. Failure of the Applicant to respond in writing within this time period shall result in the scheduling of the Project for hearing before the approving authority with a recommendation of Denial Without Prejudice.

In the letter to the Applicant, the City shall include information regarding appeal procedure, fees for EIR administration, the scope of the EIR coverage (with the Initial Study, if any, attached), and directions to the Applicant on how to proceed. These directions shall include: description of the City's consultant selection process, and directions regarding the City/Applicant/consultant three-party contract.

**C. Scope of an EIR (PRC § 21080.4; Guidelines § 15082)**

The breadth of analysis in the EIR shall be determined by one or more of the following: the Initial Study, comments of the City staff, and responses to the Notice of Preparation. The EIR should focus on potentially significant impacts. For Projects of unusual scope or complexity, City staff may hold a community scoping meeting. If a scoping meeting is held, it shall be held during the same time period as the Notice of Preparation.

**D. Global Climate Change**

Global Climate Change is a cumulative impact. A project participates in this potential impact through its incremental contribution combined with the cumulative increases of all other sources of Greenhouse Gases (GHG). In 2006, the California State Legislature adopted AB32, the California Global Warming Solution Act of 2006. AB32 requires California Air Resources Board ("CARB"), the state agency charged with regulating statewide air quality, to adopt rules and regulations that would achieve Greenhouse Gas Emission equivalent to statewide standard levels in 1990 by 2020.

California Law provides that climate change is an environmental effect subject to CEQA. Lead agencies are therefore obligated to make a good faith effort, based on available information, to calculate, model, or estimate the amount of CO<sub>2</sub> and other GHG emissions from a project, including emissions associated with vehicular traffic, energy consumption, water usage and construction activities.

1. Assessment of Significance. The City shall consider the following, where applicable, in assessing the significance of impacts from greenhouse gas emissions, if any, on the environment:
  - (a) The extent to which the project could help or hinder attainment of the state's goals of reducing greenhouse gas emissions to 1990 levels by the year 2020 as stated in the Global Warming Solutions Act of 2006. A project may be considered to help attainment of the state's goals by being consistent with an adopted statewide 2020 greenhouse gas emissions limit or the plans, programs, and regulations adopted to implement the Global Warming Solutions Act of 2006;
  - (b) The extent to which the project may increase the consumption of fuels or other energy resources, especially fossil fuels that contribute to greenhouse gas emissions when consumed;
  - (c) The extent to which the project may result in increased energy efficiency of and a reduction in overall greenhouse gas emissions from an existing facility;
  - (d) The extent to which the project impacts or emissions exceed any threshold of significance that applies to the project.
  - (e) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting;
  - (f) Whether the project emissions exceed a threshold of significance that the City determines applies to the project.
  - (g) The extent to which the project complies with regulations or requirements adopted to implement a

statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such regulations or requirements must be adopted by the relevant public agency through a public review process and must include specific requirements that reduce or mitigate the project's incremental contribution of greenhouse gas emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

2. Description and Quantification. The City shall make a good- faith effort, based on available information, to describe, calculate or estimate the amount of greenhouse gas emissions associated with a project, including emissions associated with energy consumption and vehicular traffic. Because the methodologies for performing this assessment are anticipated to evolve over time, a lead agency shall have discretion to determine, in the context of a particular project, whether to:

- (a) Use a model or methodology to quantify greenhouse gas emissions associated with a project and which of any available model or methodology to use. The City may include a qualitative discussion or analysis regarding the limitations of the particular model or methodology selected for use.

- (b) Rely on qualitative or other performance based standards for estimating the significance of greenhouse gas emissions.

3. Mitigation Measures Related to Greenhouse Gas Emissions.

Consistent with section 15126.4 (a), the City shall consider feasible means of mitigating greenhouse gas emissions that may include, but not be limited to:

- (a) Measures in an existing plan or mitigation program for the reduction of emissions that are required as part of the lead agency's decision;

- (b) Reductions in emissions resulting from a project through implementation of project features, project

design, or other measures, such as those described in Appendix F of the CEQA Guidelines;

(c) Off-site measures, including offsets, to mitigate a project's emissions;

(d) Measures that sequester greenhouse gases; and

(e) In the case of the adoption of a plan, such as a general plan, long range development plan, or greenhouse gas reduction plan, mitigation may include the identification of specific measures that may be implemented on a project-by-project basis.

Mitigation may also include the incorporation of specific measures or policies found in an adopted ordinance or regulation that reduces the cumulative effect of emissions.

**E. Appeal**

If the Applicant wishes to appeal the City's finding that an EIR is required, the Applicant shall file an appeal within 10 business days of the date of mailing the letter. The Applicant shall submit, along with the appropriate filing fee, a letter specifying the reasons why an EIR should not be required. The appeal shall be filed with the Community Development Department. Action on these appeals shall be heard by the Decision-Making Body for the Project.

**F. Notice of Preparation (§ 15082)**

After determining that an EIR is required, and upon written confirmation of acceptance by the Applicant of the need to prepare an EIR, the City shall prepare and distribute a Notice of Preparation ("NOP") for an EIR. The NOP shall consist of the Notice of Preparation form and include a copy of the Initial Study, if any. To send copies of the Notice of Preparation, the City shall use either certified mail or any other method of transmittal which provides it with a record that notice was received.

If any State agency is affected, the Notice shall be sent to the State Clearinghouse in the Office of Planning and Research for distribution.

**G. Response to Notice of Preparation**

Each Responsible Agency shall provide a response within 30 calendar days after receiving the Notice of Preparation. If a Responsible

Agency fails to reply within 30 calendar days with, either a response or a request for additional time, the City may assume that the Responsible Agency has no response to make.

The response at a minimum shall identify:

1. The significant environmental issues and reasonable alternatives and mitigation measures which the Responsible Agency will need to have explored in the draft EIR; and
2. Whether the agency will be a Responsible Agency or a trustee for the Project.

A generalized list of concerns does not meet the requirements for response.

The Applicant may further refine its Project and Project description based upon comments on the NOP.”

**H. Preparation of Administrative Draft EIR (§ 15084)**

The Administrative Draft of the EIR is considered a working document to be circulated among City staff and any responsible agency, if appropriate. The consultant shall submit a minimum of five (5) copies of the Administrative Draft EIR for staff and Applicant review. The purpose of staff review is to evaluate the EIR for adequacy and accuracy prior to public circulation. Generally, review of the Administrative Draft EIR is concluded within a few weeks, after which comments are provided to the consultant, who prepares the draft EIR for publication and distribution. The Applicant may further refine its Project and Project description based upon comments from the Planning Director or other City staff.”

**I. Notice of Completion of a Draft EIR (§ 15085)**

As soon as the draft EIR is completed and ready for public circulation, 20 copies shall be submitted to the City for review. A Notice of Completion shall be filed with the Governor's Office of Planning and Research (“OPR”), 1400 10th Street, Room 121, Sacramento, CA 95814. This Notice of Completion may be filed in a printed hard copy or in electronic form on a diskette or by electronic mail transmission. Additionally, public agencies are encouraged to make copies of Notices of Completion available in electronic format on the Internet. Receipt of this notice by OPR will initiate the mandatory 45 calendar day review period for draft EIRs. The State Clearinghouse may set shorter review

periods when requested by the City due to exceptional circumstances.

**J. Public Review of Draft EIRs (PRC § 21091; Guidelines § 15087)**

At the time the Notice of Completion is filed with OPR, the City shall provide notice of the availability of a draft EIR by means of a public notice in a newspaper of general circulation. Notice shall be provided by direct mailing to property owners within 1,000 feet of the site and to at least 10 property owners. The City has adopted a policy of providing notice to landowners within a 1,000 foot radius even though state law generally does not require that such extensive notice be provided. Notice shall also be provided to all individuals who so requested, in writing, notice on the proposed Project. The public notice shall include the name of the staff person to contact, length of the review period, and deadline for receipt of comments. The public notice shall inform the public of the presence of hazardous wastes, if any.

Copies of the draft EIR will be made available for viewing at the City branch of the Orange County Library, at the Laguna Woods Village Library and at the public counter of the Community Development Department. Copies of the draft EIR will be made available for purchase through the City Clerk's Office, for the cost of printing.

The public review period for a draft EIR shall not be less than 45 calendar days (30 calendar days when authorized by the State Clearinghouse (PRC § 21091)).

**K. Evaluation of Responses to Comments (PRC § 21092.5; Guidelines § 15088)**

After the review period for the draft EIR closes, staff and/or consultant will assemble all written comments and summary minutes of comments made at the public hearing(s) and transmit this package to the consultant for preparation of the "Response to the Comments." Staff and consultant will work closely to determine:

1. Which comments address environmental impacts and mitigation(s). These comments shall be responded to by the consultant/staff;
2. Which comments address the merits of the Project (as distinguished from environmental impacts of the Project) and do not require a response, but should be noted for the record;

3. Which comments are beyond the scope of environmental review (such as legal interpretations); and
4. Which comments on impacts are too speculative for evaluation.

Responses shall be provided for all comments. At least ten (10) calendar days before certifying the EIR, the response to comments document shall be provided to all responsible and or trustee agencies.

**L. Public Hearing on Draft EIR**

A public hearing held before the City Council shall be conducted to solicit additional comments on the draft EIR. It is the City's intent to hold the public hearing on the draft EIR concurrently with the development application(s) for the Project. Notice of the hearing shall be provided by means set forth in Subsection I., above, and/or by other additional means as determined by the Planning Director, or his designee. The public hearing shall be scheduled upon conclusion of the review period and once all responses to comment letters have been prepared. For clarity and accuracy of the record, written comments are encouraged in conjunction with, or in lieu of, oral testimony. The City Council may extend the comment period and continue the public hearing, if additional time is warranted.

**M. Preparation of the Final EIR (PRC § 21100; Guidelines § 15089)**

The final EIR will consist of the draft EIR unchanged, copies of comments received, the response to comments (which includes corrections and error of fact of the draft EIR) and a list of persons and organizations who made comments.

**N. Findings (PRC § 21081; Guidelines § 15091)**

The City Council shall not approve or carry out a Project for which a certified EIR identifies one or more significant environmental effects unless written findings for each of the significant effects, accompanied by a brief explanation of the rationale for each finding are made. Findings must be supported by substantial evidence in the record of Project review. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or Project alternatives identified in the final EIR.

A Statement of Overriding Considerations does not substitute for these required findings.

**O. Consideration of Drafting Findings for Project Approval**

After considering the Final EIR and in conjunction with making findings, the City Council may decide whether or how to carry out the Project. The Project for which the EIR was prepared shall not be approved unless either:

1. The Project, as approved, will not have a significant effect on the environment; or
2. The City has eliminated or substantially lessened all significant effects on the environment where feasible as shown in the findings and any remaining significant effects on the environment have been determined to be unavoidable under § 15091 of the CEQA Guidelines and acceptable due to overriding concerns as described in § 15093 of the CEQA Guidelines.

**P. Statement of Overriding Considerations (PRC § 21081; Guidelines § 15093)**

If the benefits of a proposed Project outweigh the unavoidable adverse effects, such effects may be considered "acceptable." The City Council shall take into consideration economic, legal, social and technological benefits for consideration when determining if the benefits outweigh the significant effects. If the City Council approves a Project that allows the occurrence of significant effects, it shall adopt a Statement of Overriding Considerations as part of the Project approval that states specific reasons to support its action based on the certified final EIR and/or other information in the record. This Statement of Overriding Considerations shall be in writing. This

Statement of Overriding Considerations shall be supported by substantial evidence in the record. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section P. The consultant who prepared the draft and final EIR shall be responsible for drafting the findings, subject to review and approval by the City Council.

**Q. Certification of the Final EIR and Time Limits**

The City Council shall certify the final EIR for private Projects within one year of accepting the application for the Project as complete. Upon consent of the Applicant and the City, the one-year limit may be extended a maximum of an additional 90 calendar days. Changes to the Project and or delays by the Applicant in providing necessary information to complete the final EIR shall suspend these time periods. In certifying the final EIR the City Council shall find that the final EIR was prepared in compliance with CEQA, was reviewed and considered prior to Project approval, and reflects the independent judgment of the City Council.

**R. Notice of Determination**

A Notice of Determination (“NOD”) shall be filed with the County Clerk within five (5) working days of Project approval when an EIR has been prepared and certified for a Project. After the posting of the NOD for at least 30 calendar days the County Clerk shall send the NOD back to the City. The City shall retain the notice for not less than nine months. If the Project requires discretionary approval from a state agency, the Notice of Determination shall also be filed with the Office of Planning and Research.

**XI. MITIGATION MONITORING AND/OR REPORTING PROGRAM (PRC § 21081.6; Guidelines § 15097)**

Mitigation measures are specific requirements which will minimize, avoid, rectify, reduce, eliminate, or compensate for significant environmental effects. A monitoring and reporting program's effectiveness depends in large part upon the quality of the mitigation measures themselves. Poorly drafted measures are not only difficult to implement, they are difficult to report on and monitor.

**A. Processing of Mitigation Monitoring And/Or Reporting Program: Roles and Responsibilities**

1. Administrative Responsibilities. It shall be the overall responsibility of the Planning Director, or the Director’s designee, to perform the duties of Mitigation Coordinator.

2. Selection of Monitor. The Planning Director or the Director's designee may hire the person(s) or firm(s), in consultation with the Project developer, to monitor the Mitigation and Reporting Program for each Project. In all cases, the person(s) or firm(s) responsible for monitoring shall have sufficient expertise to determine whether or not the mitigation measure has been accomplished. The Applicant shall be responsible for payment of all fees and costs associated with Project monitoring.
3. Monitoring and Reporting Program (MMRP). The MMRP shall be made a part of the certified final EIR, Negative Declaration or Mitigated Negative Declaration prior to Project approval or shall otherwise be implemented to the satisfaction of the Planning Director.

If the required MMRP has not been prepared as part of the preparation of the Negative Declaration or EIR, the Planning Director shall cause the MMRP to be prepared at the expense of the Applicant, prior to Project approval.

4. Monitoring Responsibility. The Mitigation Coordinator (MC) shall be responsible for:
  - (a) Coordinating the monitoring tasks and verification program;
  - (b) Ensuring that the Project Applicant prepares a compliance schedule;
  - (c) Coordinating monitoring by various City departments and other agencies;
  - (d) Processing and filing compliance reports and verification reports;
  - (e) Ensuring that the Project Applicant provides a deposit to fund the mitigation monitoring program.
  - (f) Preparing an annual environmental monitoring report.

The Mitigation Coordinator shall submit regular progress and verification reports to the Planning Director.

**B. Enforcement Responsibility**

The Mitigation Coordinator is authorized to enforce compliance with the Monitoring Program. When compliance is lacking or incomplete, the Mitigation Coordinator is empowered to either stop work, temporarily stop work, or allow work to continue while compliance is being achieved.

**C. Preparation of a Mitigation Monitoring And/Or Reporting Program**

A Mitigation Monitoring and/or Reporting Program shall be prepared by the EIR consultant for every Project for which an EIR was prepared where mitigation measures were adopted by the approving body. A Mitigation Monitoring Report shall be prepared for every Project for which a mitigated negative declaration was prepared when mitigation measures were adopted by the governing body. The Mitigation Monitoring and/or Reporting Program shall be reviewed and accepted by the Community Development Department prior to its implementation and use. The Program shall contain the following:

1. A statement that the requirements of the adopted Program run with the real property on which the Project is located. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted Program.
2. A statement which specifies the responsibilities of the Applicant and the Mitigation Coordinator, or his or her designee, as well as any professional expertise on completion or evaluation of any part of the Program.
3. The time requirements, schedule, phases or tasks for each mitigation measure that will, upon completion, result in issuance of a Program Completion letter from the Mitigation Coordinator.

The Mitigation Monitoring and Reporting Program shall be written to maintain consistency with the Project as approved. It shall be the responsibility of the Mitigation Coordinator to determine that the proposed Mitigation Monitoring Program complies with City requirements.

**D. Revisions to the Mitigation Monitoring And/Or Reporting Program**

Any decision to amended, deleted or deviate from the adopted mitigation measures can be made by the Planning Director. The Project Applicant may appeal this decision to the City Council, as Lead Agency of the Project, within 10 days of written notice to the Project Applicant of the amendment to, deletion of, or deviation from the mitigation measure. All mitigation measures shall be met unless the circumstances or conditions that required the mitigation no longer exist.

**E. Program Completion Letter**

It shall be the responsibility of the Mitigation Coordinator (MC) to determine compliance with each of the required mitigation measures. Once all of the mitigation measures have been met, the MC will prepare and mail a letter to the Applicant indicating full compliance with the Mitigation Monitoring and Reporting Program for the Project or phase. Should there be an ongoing mitigation measure imposed, the MC shall prepare and mail a letter to the Applicant upon completion of all mitigation measures and indicate the ongoing need of the mitigation measure and the necessary time frame for follow-up.

**F. Compliance With CEQA Guidelines § 15097**

At all times, the City's Mitigation Monitoring and/or Reporting Program will be consistent with CEQA Guideline § 15097.

California Environmental Quality Act Implementation Procedures adopted by City Council Resolution No. R-08-10 on June 18, 2008; modified by Council Resolution No. R-09-18 on August 19, 2009.

**9.2**  
**AD HOC FISCAL YEAR 2023-24 AUDIT**  
**COMMITTEE**  
***(NO REPORT)***

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**9.3**  
**CITY HALL BUILDING SIGNAGE**

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Photograph 1



Photograph 2

