

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, April 15, 2015
2:00 p.m.

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

Cynthia Connors
Mayor

Noel Hatch
Mayor Pro Tem

Bert Hack
Councilmember



Shari L. Horne
Councilmember

Carol Moore
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

AGENDA POSTING AND AVAILABILITY

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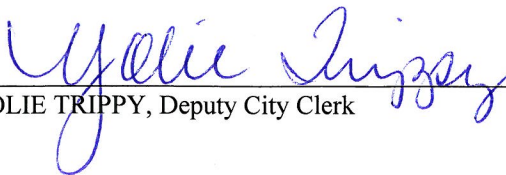
FOR ADDITIONAL INFORMATION

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AFFIDAVIT OF POSTING

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

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



YOLIE TRIPPY, Deputy City Clerk

4-10-15

Date

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

- 4.1 Moment of Silence – Holocaust Week of Remembrance – April 12 through 19, 2015
(agendized by Mayor Connors)

Recommendation: Observe a moment of silence.

- 4.2 Environmental Awareness Week – April 20 through 26, 2015

Recommendation: Approve and present the proclamation.

- 4.3 National Donate Life Month Proclamation – April 2015

Recommendation: Approve and present the proclamation.

V. PUBLIC COMMENTS

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

VI. CONSENT CALENDAR

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

- 6.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on March 18, 2015.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's report for the month of March 2015.

6.3 Warrant Register

Recommendation: Approve the warrant register dated April 15, 2015 in the amount of \$403,060.71.

6.4 Audit Services

Recommendation: Elect not to exercise either of the two optional extensions included in the agreement with Gruber & Associates for audit services and authorize the City Manager to solicit proposals for audit services for future consideration by the City Council.

6.5 Merchant Payment Processing Services

Recommendation: Approve an agreement with Gila LLC, dba Municipal Services Bureau, for merchant payment processing services, and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.6 Prosecution Services for Violations of City Ordinances

Recommendation: Approve an agreement with the County of Orange for prosecution services for violations of City ordinances, and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

VIII. CITY COUNCIL BUSINESS

- 8.1 Establishment of the City's Position on Assembly Bill 1217 (Daly) regarding the composition of the Orange County Fire Authority's Board of Directors
(agendized by Mayor Connors and Mayor Pro Tem Hatch)

Recommendation: Oppose Assembly Bill 1217 (Daly) and other state legislative efforts to compel changes in the composition of the Orange County Fire Authority's Board of Directors and authorize the Mayor and City Manager to cause to be prepared, prepare, and submit correspondence related to such opposition.

- 8.2 Establishment of the City's Position on Senate Bill 355 (Lara) regarding the composition of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
(agendized by Councilmember Horne and Councilmember Moore)

Recommendation: Oppose Senate Bill 355 (Lara) and other state legislative efforts to reduce Orange County's voting representation on the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and authorize the Mayor and City Manager to cause to be prepared, prepare, and submit correspondence related to such opposition.

- 8.3 Appointment of Southern California Association of Governments' 2015 General Assembly Delegate and Alternate Delegate

Recommendation: Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2015 General Assembly.

- 8.4 Potential Comprehensive Update of the General Plan

Recommendation: Discuss and provide input to staff.

- 8.5 General Plan Conservation Element Update

Recommendation: Discuss and provide input to staff.

8.6 Building and Planning Services Fee Study

Recommendation: Discuss and provide input to staff.

IX. CITY COUNCIL REPORTS AND COMMENTS

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

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

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Adjourned Regular Meeting: Wednesday, April 29, 2015 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

Next Regular Meeting: Wednesday, May 20, 2015 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1

**MOMENT OF SILENCE –
HOLOCAUST WEEK OF REMEMBRANCE –
APRIL 12 THROUGH 19, 2015
(NO REPORT)**

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4.2
**ENVIRONMENTAL AWARENESS WEEK
PROCLAMATION –
APRIL 20 THROUGH 26, 2015**

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Proclamation
City of Laguna Woods
Environmental Awareness Week
April 20-26, 2015

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

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

WHEREAS, two important and nationally recognized environmental days of observance occur in the month of April – Earth Day, which will be observed on April 22, 2015, and Arbor Day, which will be observed on April 24, 2015; and

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

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

WHEREAS, in furtherance of its commitment to environmental stewardship, the City of Laguna Woods is hosting a number of public events during the month of April 2015, including a Household Hazardous Waste Safe Disposal Drop-Off, Goods Exchange and Electronic Waste Drop-Off, and In-Home Bulky Item Collection.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 20-26, 2015 as “Environmental Awareness Week” in the City of Laguna Woods and encourages its residents, business, and institutions to support efforts to improve, preserve, and protect the environment and to encourage others to do the same.

Dated this 15th day of April, 2015

Cynthia S. Conners
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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4.3

**NATIONAL DONATE LIFE MONTH
PROCLAMATION – APRIL 2015**

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Proclamation
City of Laguna Woods
National Donate Life Month
April 2015

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 2015 as "National Donate Life Month" in the City of Laguna Woods and encourages its residents to consider donating blood and marrow and signing up as donors with the state-authorized Donate Life California Registry.

Dated this 15th day of April, 2015

Cynthia S. Conners
Mayor

Attest: Yolie Trippy
Deputy City Clerk

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6.1-6.6
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 15, 2015 Regular Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the April 15, 2015 Consent Calendar by single motion and City Council action.

Discussion

In general, the Consent Calendar contains routine matters or matters that have already been discussed by the City Council. It is adopted in total with a single motion and City Council action. However, if any Councilmember or member of the public has questions or wishes to discuss an item further, the item may be removed from the Consent Calendar and placed later on the agenda for discussion and action. The way to remove an item from the Consent Calendar is to request its removal, by agenda item number, immediately prior to the adoption of the Consent Calendar. Members of the public may fill out a request to speak on the item they wish removed and the City Clerk will note the item for removal. No reason need be given with the request. Items pulled from the Consent Calendar are not discussed at the time they are pulled; they are scheduled for discussion immediately after action on the balance of the Consent Calendar.

The April 15, 2015 Consent Calendar contains the following items:

- 6.1 Approval of City Council meeting minutes for the regular meeting on March 18, 2015.
- 6.2 Approval of a motion to receive and file the City Treasurer's report for the month of March 2015.

- 6.3 Approval of the warrant register dated April 15, 2015 in the amount of \$403,060.71. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.
- 6.4 Election not to exercise either of the two optional extensions included in the agreement with Gruber & Associates for audit services and authorization for the City Manager to solicit proposals for audit services for future consideration by the City Council. Gruber & Associates has provided audit services to the City for its past five fiscal year audits (fiscal years 2009-10 to 2013-14). While the City's agreement with Gruber & Associates allows for two optional one-year extensions beyond the term ending June 30, 2015, as a prudent business practice, staff recommends that a competitive request for proposals process be undertaken to select an audit services provider. Once proposals are received, staff's intention would be to conduct an initial review and then schedule top ranked proposers for interviews with the City Council.
- 6.5 Approval of an agreement with Gila LLC, dba Municipal Services Bureau, for merchant payment processing services, and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The scope of services includes provision of both a physical "swipe" terminal to facilitate walk-up/in-person payments by credit card and debit card, as well as an online platform/"portal" for accepting web-based payments by credit card, debit card, and electronic check. The RFP for merchant payment processing services was released on February 7, 2014 with proposals due by February 28, 2014. A total of three proposals were received prior to the deadline (Gila LLC, dba Municipal Services Bureau; Forte Payment Systems; and, US Bank). Subsequently, staff reviewed all proposals and interviewed two firms. Gila LLC, dba Municipal Services Bureau, was ranked the highest in terms of understanding of the needs of government clients, customer service, ability to successfully interface with the City's accounting software, and approach to information security.
- 6.6 Approval of an agreement with the County of Orange for prosecution services for violations of City ordinances, and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. This agreement allows the Orange County District Attorney's Office to prosecute violations of City ordinances on behalf of the City.

6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
March 18, 2015
2:00 P.M.
City Council Chambers
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

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

II. ROLL CALL

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

STAFF PRESENT: City Manager Macon, City Attorney Cosgrove, Assistant City
 Manager Reilly, Deputy City Clerk Trippy

III. PLEDGE OF ALLEGIANCE

Ben Rejniak, from U.S. Representative Mimi Walter's office, led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENT – None

VI. CONSENT CALENDAR

Councilmember Moore removed Item 6.1.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.2 – 6.7.

6.2 City Treasurer's Report

Received and filed the City Treasurer's report for the month of February 2015.

6.3 Warrant Register

Approved the warrant register dated March 18, 2015 in the amount of \$410,644.31.

6.4 Basic Financial Statements and Supplementary Data

Received and filed the Basic Financial Statements and Supplementary Data for Fiscal Year 2013-14.

6.5 Sales, Use, and Transactions Tax Records Examination

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES, USE, AND TRANSACTIONS TAX RECORDS

6.6 Assistant City Attorney Appointment

Appointed Alisha A. Patterson of Rutan & Tucker, LLP, to serve as Assistant City Attorney with responsibilities to support the functions of the City Attorney's Office and serve as the Acting City Attorney in the absence of the City Attorney.

6.7 General Plan Annual Report

Received and filed the General Plan Annual Report for the 2014 Calendar Year.

Councilmember Moore stated that on page 2 of the February 18, 2015 City Council minutes, "Storage" should be corrected to read "Sorich."

Moved by Councilmember Hack, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to approve Consent Calendar Item 6.1, as amended by Councilmember Moore.

6.1 City Council Minutes

Approved the City Council meeting minutes for the adjourned regular meeting on February 3, 2015 and the regular meeting on February 18, 2015, as amended.

VII. PUBLIC HEARINGS - None

VIII. CITY COUNCIL BUSINESS

8.1 California Fire Code Regulations regarding the Use of Open Flame Cooking Devices on Combustible Balconies and within 10 feet of Certain Combustible Construction

Mayor Connors introduced the item and noted that it was agendized in response to public concerns raised after recent actions by the United Mutual Board of Directors to consider voluntary regulations that would provide for United Mutual's enforcement of California Fire Code provisions related to the use of open flame cooking devices.

The following information was provided:

- **The regulations are not new.** They were first adopted as a part of the 2007 California Fire Code and are commonplace throughout California.
- **The regulations were adopted at the recommendation of the Orange County Fire Authority (OCFA).** OCFA continues to support the regulations.
- **The regulations do not prohibit barbecuing.** Charcoal and open flame barbecues are only prohibited in the following locations for buildings with three or more units:

- On balconies, decks, and patios; and
- Within 10 feet of combustible construction.

Electric barbecues of any size and small propane/natural gas barbecues with a nominal one pound gas capacity are allowed.

Charcoal and open flame barbecues are allowed:

- For one and two-family homes; and
 - In buildings with three or more units, when the building, balconies, and decks, are protected by an automatic sprinkler system.
- **Enforcement is handled by OCFA.**

Division Chief Brice, Orange County Fire Authority, discussed California Fire Code regulations as they relate to the use of open flame cooking devices on combustible balconies and in proximity to other areas.

The following residents spoke in opposition to the existing regulations: Bill Reinhardt, Pat English, Jan LaBarge, Stevie Magid, Pamela Grundke, and Kathryn Freshley. The nature of opposition comments primarily related to civil liberties, a lack of justification for the regulations, and the potential for safe use of open flame cooking devices.

The following residents spoke in support of the existing regulations: Mark Monin and Tony Dauer.

Councilmembers discussed the item and staff answered related questions.

No action was taken.

Mayor Connors called for a brief recess.

The meeting was called back to order at 2:58 p.m.

8.2 City Website Improvements Project

City Manager Macon summarized the agenda report.

Councilmembers discussed the item and staff answered related questions.

Input from Councilmembers generally included:

- Broadening the phrase “Shop and Dine” to include service businesses
- Using the “Living Here” landing page to emphasize unique attributes of Laguna Woods, including resident volunteerism and proximity to open space
- Adding a “Contact Us” link to the header on the homepage
- Considering future establishment of a City slogan for the homepage

8.3 City Hall Low Impact Development Retrofit Project & Improvements

City Manager Macon summarized the agenda report.

Councilmembers discussed the item and staff answered related questions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REMOVING THE CITY HALL LOW IMPACT DEVELOPMENT RETROFIT PROJECT & IMPROVEMENTS FROM THE CITY’S BUDGET AND CAPITAL IMPROVEMENT PROGRAM AND TERMINATING THE GRANT AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE CITY HALL LOW IMPACT DEVELOPMENT (LID) PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS ASSOCIATED WITH SUCH TERMINATION

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

Mayor Connors stated that there had been no meeting since the last meeting.

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch stated that there had been no meeting since the last meeting; but discussed Orange County Fire Authority-related items of interest.

9.3 Orange County Library Advisory Board

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

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Hack provided a report.

9.6 South Orange County Watershed Management Area

Councilmember Moore provided a report.

9.7 Other Comments and Reports

Councilmember Horne reported on a Senior Citizens Advisory Committee meeting.

Mayor Conners reported on a recent Alzheimer's Association breakfast.

Mayor Conners reported on the Orange County Waste and Recycling Commission and encouraged the community to visit the waste exhibit at the Discovery Cube.

Councilmember Horne reported on an Orange County Asian and Pacific Islander Community Alliance (OCAPICA) meeting.

X. CLOSED SESSION

10.1 The City Council met in closed session under the authority of California Government Code Section 54956.9(d)(4) to consider the potential initiation of litigation in one case.

10.2 The City Council met in closed session under the authority of California Government Code Section 54956.8 to conference with its real property negotiator.

PROPERTY:

Santa Maria Avenue generally west of Santa Vittoria Drive to its westernmost terminus.

CITY NEGOTIATOR:

Christopher Macon, City Manager

NEGOTIATING PARTY:

Golden Rain Foundation of Laguna Woods

ISSUE UNDER NEGOTIATION:

Real property negotiations in response to an inquiry made by the Negotiating Party, including terms, conditions, and price.

XI. CLOSED SESSION REPORT

The City Council reconvened in open session at 5:20 p.m. City Attorney Cosgrove stated that there was no reportable action.

XII. ADJOURNMENT

The meeting was adjourned at 5:20 p.m.

The next regular meeting will be at 2:00 p.m. on Wednesday, April 15, 2015 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: April 15, 2015

CYNTHIA S. CONNERS, Mayor

6.2
CITY TREASURER'S REPORT

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City of Laguna Woods
Monthly Treasurer's Report
March 31, 2015

CASH ON HAND1. Investments/General Fund

Local Agency Investment Fund	\$	<u>9,333,905</u>
Subtotal	\$	9,333,905

2. Investments/Special Funds

Local Agency Investment Fund	\$	<u>437,598</u>
Subtotal	\$	437,598

3. Other Interest & Non-Interest Bearing/General & Special

Petty Cash Funds	\$	1,350
Analyzed Checking Account	\$	<u>183,978</u>
Subtotal	\$	185,328

TOTAL \$ 9,956,831

Note: LAIF reports interest earnings quarterly.

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6.3 WARRANT REGISTER

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**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/15/2015**

Check Number	Check Date	Vendor Name	Description	Amount
Automatic Bank Debits				
Debit	3/12/2015	ADP PAYROLL SERVICES	Pay Period Ended 3/6/2015	31,890.50
Debit	3/12/2015	CALPERS - RETIREMENT	Retirement Contributions/Period Ended 3/6/2015	3,159.23
Debit	3/4/15	ADP PAYROLL SERVICES	Year-End W-2 Revision	515.35
Debit	3/6/15	ADP PAYROLL SERVICES	Period Ended 2-20-15 ADP Payroll Process Fee	171.19
Debit	3/26/2015	ADP PAYROLL SERVICES	Pay Period Ended 3/20/2015	31,732.54
Debit	3/26/2015	CALPERS - RETIREMENT	Retirement Contributions/Period Ended 3/20/2015	3,159.23
Debit	3/20/15	ADP PAYROLL SERVICES	Period Ended 3-6-15 ADP Payroll Process Fee	171.19
Debit	3/20/15	ADP PAYROLL SERVICES	Year-End W-2 Revision	587.50
Debit	4/1/2015	CALPERS - HEALTH	Employee Benefit Program/April 2015	4,136.25
Debit	4/1/2015	VANTAGEPOINT TRANSFER AGT-457	Employee Benefit Program/March 2015	1,116.33
Debit	4/3/15	ADP PAYROLL SERVICES	Period Ended 3-20-15 ADP Payroll Process Fee	171.19
Warrants:				
116272	03/11/2015	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / February 2015	1,624.00
116272	03/11/2015	ANDERSONPENNA PARTNERS, INC.	Landscape Inspection Services / February 2015	4,221.00
116273	03/11/2015	ARC	Printing Fees for Building Permit 38882D	34.12
116274	03/11/2015	AT&T	White Pages / March 2015	4.39
116275	03/11/2015	AT&T	Telephone / 639-0500 / February 2015	195.21
116276	03/11/2015	AT&T	Telephone / 452-0600 / February 2015	633.11
116277	03/11/2015	AT&T	Telephone / 458-3487 / February 2015	34.61
116278	03/11/2015	AT&T	Telephone / 770-9359 / February 2015	17.47
116279	03/11/2015	BALLIET, MICHAEL	Waste & Recycling Consulting Services / Dec 2014 - Feb 2015	3,463.75
116280	03/11/2015	ELIZABETH BARRETT	Taxi Voucher Refund	107.50
116281	03/11/2015	IRWIN B BORNSTEIN, CPA	Finance Consulting Services / February 2015	5,503.75
116282	03/11/2015	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / February 2015	3,892.00
116282	03/11/2015	CALIFORNIA YELLOW CAB	Taxi Voucher Services / February 2015	12,154.00
116283	03/11/2015	COUNTY OF ORANGE	NPDES Cost Share FY 2014/2015	22,801.37
116284	03/11/2015	EUGENIE DEAN	Taxi Voucher Refund	30.00
116285	03/11/2015	MARC DONOHUE	Administrative Services / February 2015	400.00
116286	03/11/2015	EL TORO WATER DISTRICT	Ridge Route Dog Park Irrigation / February 2015	39.01
116287	03/11/2015	MARTIN FITZGERALD	Taxi Voucher Refund	37.50
116288	03/11/2015	FOLEY, PATRICK	Employee Fringe Benefits	169.97
116289	03/11/2015	GOLDEN TOUCH CLEANING, INC.	Janitorial Services & Supplies - City Hall / February 2015	666.28

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/15/2015**

Check Number	Check Date	Vendor Name	Description	Amount
116290	03/11/2015	SUSAN HSU	Taxi Voucher Refund	50.00
116291	03/11/2015	LIFESTYLES BY PATIO MASTERS	Cancelled Building Permit Refund	41.92
116292	03/11/2015	LILLEY PLANNING GROUP	Building Official Services / February 2015	7,059.00
116293	03/11/2015	NUVIS	Landscape Review - SDP1031 / January 2015	230.00
116294	03/11/2015	OC LOCAL HONEY	Beekeeping Service - City Hall / October - December 2014	300.00
116295	03/11/2015	ORANGE COAST PLUMBING	City Hall Plumbing Repair / March 3, 2015	1,581.00
116296	03/11/2015	ORANGE COUNTY REGISTER-NOTICES	Public Notices / February 2015	254.93
116297	03/11/2015	ORKIN	Pest Control / March 2015	92.93
116298	03/11/2015	PASCO DOORS	Maintenance Repair - City Hall / March 2, 2015	227.50
116299	03/11/2015	PV MAINTENANCE INC	Street ROW Maintenance Services / February 2015	7,096.97
116299	03/11/2015	PV MAINTENANCE INC	Catch Basin Maintenance / February 2015	1,968.00
116300	03/11/2015	RUTAN & TUCKER, LLP	Legal Services / January 2015	6,052.00
116301	03/11/2015	GERDA SCHULZE	Taxi Voucher Refund	15.50
116302	03/11/2015	SOUTH COAST FIRE PROTECTION	Fire Sprinkler Inspection - City Hall	545.00
116303	03/11/2015	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controller / February 2015	1,008.70
116304	03/11/2015	THE BEE DETECTIVES, INC.	Bee Swarm Abatement - City Center Park	150.00
116305	03/11/2015	WM CURBSIDE, LLC	HHW/E-Waste Collection / February 2015	2,533.05
116306	03/18/2015	AT&T	Telephone / 581-3974 / March 2015	86.14
116307	03/18/2015	AT&T	Telephone / 583-1105 / March 2015	17.27
116308	03/18/2015	BLUEPRINT TECHNOLOGIES	Telephone System Maintenance / February 2015	202.50
116309	03/18/2015	KAREN BROWN	Waste Diversion Deposit Refund	250.00
116310	03/18/2015	CAA	Water Quality Consulting Services / February 2015	2,257.00
116311	03/18/2015	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / March 2015	7,865.08
116312	03/18/2015	CIVIL SOURCE	Engineering & Traffic Services / February 2015	11,872.50
116312	03/18/2015	CIVIL SOURCE	Building Inspection Services / February 2015	24,565.00
116313	03/18/2015	CNA	Employee Fringe Benefit Program / April-June 2015	410.36
116314	03/18/2015	COUNTY OF ORANGE	South OC Watershed Mgmt Area Cost Share - FY 2014/2015	4,248.17
116314	03/18/2015	COUNTY OF ORANGE	Law Enforcement Services / March 2015	125,540.08
116315	03/18/2015	COUNTY OF ORANGE - COLLECTIONS	Law Enforcement Services / January 2015	375.00
116316	03/18/2015	CSG CONSULTANTS INC	Plan Check Services / February 2015	4,462.50
116317	03/18/2015	GRUBER & ASSOCIATES	Audit Services - FY 2013/2014 Audit	13,900.00
116318	03/18/2015	HDL COREN & CONE	Property Tax Services	2,100.00
116319	03/18/2015	HOME LIFE CONCEPTS	Waste Diversion Deposit Refund	250.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/15/2015**

Check Number	Check Date	Vendor Name	Description	Amount
116320	03/18/2015	KATHRINE JONES	Taxi Voucher Refund	32.50
116321	03/18/2015	KONE INC.	City Hall Elevator Maintenance / March 2015	240.04
116322	03/18/2015	BESSIE MEDBURY	Taxi Voucher Refund	45.00
116323	03/18/2015	NIEVES LANDSCAPE, INC.	Landscape Maintenance / February & March 2015	1,240.00
116324	03/18/2015	ORANGE COUNTY SHERIFF	Medal of Valor Luncheon / April 2015 / Horne & Macon	180.00
116325	03/18/2015	ORANGE COUNTY TREASURER	Automated Fingerprint ID System / March 2015	451.68
116326	03/18/2015	PEAK LIGHTING & ELECTRIC, INC	Residential Street Lighting Maintenance / March 2015	682.89
116327	03/18/2015	PMC	GRF GPA/ZCA/ZC Project / January-February 2015	7,050.00
116328	03/18/2015	PRINTING SYSTEMS, INC.	Printing Services - A/P Checks	281.78
116329	03/18/2015	REILLY, DOUGLAS C.	Employee Fringe Benefit Program / March 2015	109.49
116330	03/18/2015	SOUTH COAST FIRE PROTECTION	Annual Check & Certificate - City Fire Extinguishers - FY14/15	135.00
116331	03/18/2015	SOUTHERN CALIFORNIA EDISON	Right of Way / February 2015	2,265.75
116332	03/18/2015	SOUTHERN CALIFORNIA EDISON	Safety Lights - Traffic Signals / February 2015	370.80
116333	03/18/2015	SOUTHERN CALIFORNIA WATER	SCWC Quarterly Luncheon / Hack	70.00
116334	03/18/2015	THE BEE DETECTIVES, INC.	Maintenance Services - City Hall / January - March 2015	735.00
116335	03/18/2015	THE GAS COMPANY	City Hall Utility / March 2015	30.16
116336	03/18/2015	EDITH TREVISIO	Taxi Voucher Refund	72.50
116337	03/18/2015	VMI, INC	Equipment Rental - Video Mixer / February 2015	135.00
116338	03/25/2015	ADP PAYROLL SERVICES	ADP Payroll Delivery Charge - Period Ended 2-6-2015	17.80
116339	03/25/2015	ALLIED MECHANICAL AIR SYS, INC	City Hall HVAC Maintenance Services / January 2015	375.00
116339	03/25/2015	ALLIED MECHANICAL AIR SYS, INC	Special Service Request - City Hall / 9-17-14	304.00
116340	-116342	VOID	VOID	-
116343	03/25/2015	ATLAS HOME DESIGN	Waste Diversion Deposit Refund	250.00
116344	03/25/2015	KAREN BIRKHOZ	Taxi Voucher Refund	12.00
116345	03/25/2015	CAPTIONING UNLIMITED	Closed Captioning - 3/18/15 City Council Meeting	200.00
116346	-116347	VOID	VOID	-
116348	03/25/2015	DELTA DENTAL OF CALIFORNIA	Employee Dental Benefits / April 2015	231.17
116349	03/25/2015	DICKINSON ELECTRIC	City Hall Maintenance Services	120.76
116350	03/25/2015	PATEL DINESHCHANDRA	Taxi Voucher Refund	32.00
116351	03/25/2015	EL TORO WATER DISTRICT	Water & Sewer Services - City Hall / March 2015	115.82
116352	03/25/2015	EL TORO WATER DISTRICT	Fire Code Requirement - Backflow - City Hall / March 2015	28.00
116353	03/25/2015	EL TORO WATER DISTRICT	Ridge Route Dog Park Irrigation / March 2015	20.60
116354	03/25/2015	EL TORO WATER DISTRICT	Ridge Route Linear Park Irrigation / March 2015	327.68

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/15/2015**

Check Number	Check Date	Vendor Name	Description	Amount
116355	03/25/2015	GREEN MONSTER SHREDDING	City Hall Quarterly Shredding Event / 3-14-2015	500.00
116356	-116358	VOID	VOID	-
116359	03/25/2015	MARIAH JACKSON	Taxi Voucher Refund	100.00
116360	-116362	VOID	VOID	-
116363	03/25/2015	NIEVES LANDSCAPE, INC.	Landscape Repair Services	335.00
116364	03/25/2015	OFFICEMAX INC	General Office Supplies	512.19
116365	-116367	VOID	VOID	-
116368	03/25/2015	PRACTICAL DATA SOLUTIONS	IT Services / February 2015	1,198.00
116369	03/25/2015	PRINCIPAL FINANCIAL GROUP	Employee Long Term Disability Insurance / April 2015	273.42
116370	-116371	VOID	VOID	-
116372	03/25/2015	SIEMENS INDUSTRY, INC.	Traffic Signal Services / February 2015	3,032.60
116373	03/25/2015	SIGNS BY CREATIONS UNLIMITED	City Hall Installation - Digital Decals & Vinyl Lettering	191.00
116374	03/25/2015	SONITROL	Fire Monitoring - City Hall / April 2015	62.50
116375	VOID	VOID	VOID	-
116376	03/25/2015	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / March 2015	100.39
116377	-116378	VOID	VOID	-
116379	03/25/2015	STAPLES	General Office Supplies	14.84
116380	VOID	VOID	VOID	-
116381	03/25/2015	WAGE WORKS	Benefit Administration / February 2015	50.00
116382	-116383	VOID	VOID	-
116384	04/01/2015	AT&T	Telephone/452-0600/March 2015	590.36
116385	04/01/2015	AT&T	Telephone/458-3487/March 2015	34.61
116386	04/01/2015	AT&T	Telephone/639-0500/March 2015	195.21
116387	-116389	VOID	VOID	-
116390	04/01/2015	CYNTHIA CONNERS	Auto Allowance/April 2015	300.00
116391	04/01/2015	DAVID EVANS & ASSOCIATES INC.	Moulton Smart Street Project Services / February 2015	854.42
116392	-116399	VOID	VOID	-
116400	04/01/2015	HACK, BERT	Auto Allowance/April 2015	300.00
116401	04/01/2015	ROBERT NOEL HATCH	Auto Allowance/April 2015	300.00
116402	04/01/2015	SHARI HORNE	Auto Allowance/April 2015	300.00
116403	VOID	VOID	VOID	-
116404	04/01/2015	KONICA MINOLTA BUSINESS	Copier Services - 1st Quarter 2015	261.46
116405	04/01/2015	BRIAN KURNOW	Reimbursement / 2013 Amended Tax Return	100.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
4/15/2015**

Check Number	Check Date	Vendor Name	Description	Amount
116406	04/01/2015	MARJORIE NAYFACK	Taxi Voucher Refund	20.00
116407	-116408	VOID	VOID	-
116409	04/01/2015	ORKIN	Pest Control - City Hall / March 2015	92.93
116410	04/01/2015	PAPCO IRRIGATION	Annual Certified Test - Backflow Devices	632.76
116411	04/01/2015	PETTY CASH	Replenish Petty Cash	456.30
116412	-116413	VOID	VOID	-
116414	04/01/2015	RUTAN & TUCKER, LLP	Legal Services / February 2015	13,870.73
116415	04/01/2015	SHRED CONFIDENTIAL	Shredding Services / 3-14-2015	95.00
116416	-116418	VOID	VOID	-
116419	04/01/2015	SOUTHERN CALIFORNIA EDISON	Utility - City Hall / March 2015	1,290.25
116420		VOID	VOID	-
116421	04/01/2015	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / March 2015	26.40
116422	04/01/2015	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / March 2015	50.64
116423		VOID	VOID	-
116424	04/01/2015	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / April 2015	150.80
116425		VOID	VOID	-

Total Warrants: 402,901.87

Credit Card Statement Detail / February 06 - March 5, 2015

Amazon.com Notary Bag - A Flanagan	39.00
FedEx Delivery Charge	76.45
Golden State Overnight Delivery Charge	27.79
Norco Delivery Services Delivery Charge	14.60
Bank of America Direct Bill Pay Charge	1.00

Total Credit Cards: 158.84

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6.4
AUDIT SERVICES
(NO REPORT)

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6.5
MERCHANT PAYMENT
PROCESSING SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
GILA LLC, dba MUNICIPAL SERVICES BUREAU
FOR MERCHANT PAYMENT PROCESSING SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ day of _____ 2015 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Gila LLC doing business as Municipal Services Bureau ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on the date of execution of this AGREEMENT, as first shown above, and ending at 11:59 p.m. on June 30, 2018. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of

CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, officials, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. 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 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 pertaining to the processing of credit cards, including but not limited to the Federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1681 et seq.) and the California Song Beverly Credit Card Act (Cal. Civ. Code § 1747 et seq.).

(d) CONSULTANT shall keep itself informed of and comply with all terms and conditions of card provider services applicable to this AGREEMENT.

(e) CONSULTANT shall maintain Payment Card Industry (PCI) certification.

(f) CONSULTANT understands and acknowledges that CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers have no experience in the field of merchant payment processing and, therefore, will be relying on CONSULTANT's expertise. CITY shall not be responsible for monitoring CONSULTANT's compliance with federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the processing of credit cards or other services under this AGREEMENT, the terms and conditions of card provider services applicable to this AGREEMENT, or the requirements for obtaining and maintaining PCI certification. CONSULTANT represents and warrants that it shall keep itself informed and shall comply with all laws, statutes, codes, ordinances, regulations, rules, terms, conditions, and requirements pertaining to the processing of credit cards and other services under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance

of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without 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.

(e) CONSULTANT shall not disclose to others any confidential or proprietary information of CITY, whether written, spoken or otherwise communicated or obtained, except as may be specifically authorized in writing by CITY, or as otherwise required by applicable law or legal tribunal. CONSULTANT shall use any such confidential or proprietary information solely for the purpose of performing its duties in accordance with the terms and provisions of this AGREEMENT. CONSULTANT shall, upon the termination of this AGREEMENT, promptly return to CITY all originals and all copies in all formats of any and all such confidential or proprietary information in CONSULTANT's possession and under its control and shall certify the full and complete return in writing to CITY.

SECTION 15. INDEMNIFICATION.

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

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

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

SECTION 16. INSURANCE.

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

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

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

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

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

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY,

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

To CITY:	City of Laguna Woods Attn: City Manager 24264 El Toro Road Laguna Woods, CA 92637
To CONSULTANT:	Gila LLC dba MSB ATTN: Chief Executive Officer 8325 Tuscany Way, Bldg. 4 Austin, TX 78754

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

SECTION 32. NO THIRD PARTY BENEFICIARIES.

This AGREEMENT, its provisions, and its covenants, are for the sole and exclusive benefit of CITY and CONSULTANT. No other parties or entities are intended to be, nor shall be considered, beneficiaries of the performance by either party of any of the obligations under this AGREEMENT.

SECTION 33. NOTICES OF UNAUTHORIZED ACTIVITY.

CITY and CONSULTANT agree to immediately notify the other party, in writing, of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information related to this AGREEMENT.

SECTION 34. DEFINITIONS.

The following terms, when used in this AGREEMENT, shall have the meanings set forth below:

- (a) "Charge backs" shall mean the return of funds to an individual, forcibly initiated by the issuing bank of the instrument used by that individual to settle the obligation.
- (b) "CITY account" shall mean that certain account or accounts established by CITY to receive payments collected or received by CONSULTANT on behalf of CITY pursuant to this AGREEMENT.
- (c) "Confidential or proprietary information" shall mean the account lists

ITEM 6.5

comprising the obligations and all names, addresses, social security numbers, birthdays, genders, telephone numbers, account numbers, and nature or description of the fine, penalty, or other debt comprising the obligations.

(d) “E-commerce fees” shall mean any charges, fees, and assessments billed to CONSULTANT by one or more credit associations, credit card issuing banks, or financial institutions as a result of CONSULTANT processing payment transactions for CITY.

(e) “Obligations” shall mean certain invoices and fees related to those sent by CITY to individuals or entities for amounts levied, assessed by or otherwise owed or paid to or received by CITY from individuals and entities and for which CONSULTANT will receive payment transactions from individuals or entities.

(f) “Payment transactions” shall mean credit card or e-check payments received by or remitted to CONSULTANT for CITY’s obligations.

(g) “Returned items” shall mean the return of funds, used by an individual to settle an obligation, to an individual for reasons other than a charge back.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

Date

CONSULTANT:

By _____
Bruce Cummings, Chief Executive Officer

Date

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

Date

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall serve as CITY's agent and representative to process payment transactions received on behalf of CITY for obligations by those individuals or entities who owe obligations to CITY via American Express, Discover, MasterCard, and Visa branded credit cards and debit cards, as well as electronic checks ("eChecks" or "webChecks"). CITY reserves the right to limit any aspect of payment transactions by those individuals or entities who owe obligations to CITY at any time, without notice to CONSULTANT, including limiting the types of credit cards, debit cards, or electronic checks accepted, or the maximum amounts of payment transactions.

Amounts for payment transactions shall be entered manually by the individual or entity making the payment transaction into one or more of the following technologies provided and maintained by CONSULTANT in accordance with this AGREEMENT:

Physical "swipe" terminal to facilitate walk-up/in-person payments
Online platform/"portal" to accept web-based payments

CONSULTANT shall have no control over the amount made or entered for payment transactions or to reconcile any account balance versus the payment transaction made.

Unless expressly provided to the contrary in this AGREEMENT, CONSULTANT shall not have the authority to settle or compromise the amount of any payment transactions or obligations.

All payment transactions shall be deposited in CITY account as may change from time to time. All payment transactions shall post to CITY account as a single daily deposit. Batch reports for each deposit shall be received by CITY on the business day following the date the payment was tendered. Batch reports shall include, at a minimum, each payee name, date, amount, and receipt number.

CONSULTANT shall provide additional reporting to establish and maintain an audit trail for individual payment transactions throughout the entire payment cycle on a schedule, manner, and format agreed to by the CITY and CONSULTANT.

CONSULTANT's services shall also include:

- Processing payment transactions with "real time" authorization
- Providing a unique receipt number for every successful payment transaction
- Providing the ability for CITY to print at least two copies of each receipt generated by payment transactions at the physical "swipe" terminal
- Notifying CITY of all charge backs with supporting payment transaction detail including, but not limited to, the payee name, date, amount, and receipt number
- Offering the payee an "Agree/Accept before processing Terms and Conditions" selection
- When payment transactions are made using the online platform/"portal":

ITEM 6.5

- Providing the ability to email receipts to the payee, as well as the option to print a receipt at the conclusion of each transaction
- Notifying CITY and payee, by email, of all charge backs
- Integrating the online platform/"portal" with CITY's accounting software (Fundbalance from Tyler Technologies). Each payment transaction shall appear in Fundbalance as a unique transaction and include associated per transaction detail and data (at a minimum, payee, payment amount, City account code, purpose, and date)
- Customizing the online platform/"portal" to preferences of CITY

CONSULTANT is permitted to use CITY's logo for purposes related to this AGREEMENT, including display on the online platform/"portal" and receipts.

Bank account, credit card, and debit card numbers and data shall not be stored on any CITY equipment or systems including, but not limited to, computers and servers.

Prior to CITY's initial use of CONSULTANT's services to process payment transactions from individuals or entities who owe obligations to CITY, CONSULTANT shall provide eight hours of user training and live support services during CITY's normal business hours. Training shall be conducted on-site at Laguna Woods City Hall for pertinent CITY representatives.

EXHIBIT "B"
COMPENSATION

CONSULTANT shall charge all administrative and merchant fees directly to CITY on a monthly basis. No fees other than the actual amount entered for each payment transaction shall be charged to the individual or entity making the payment transaction.

In addition to card association interchange fees, dues, and assessments, as may change from time to time, which CITY shall remit to CONSULTANT for payment to applicable card associations or other parties, CONSULTANT shall be compensated as follows:

- For all payment transactions made by credit card or debit card, CONSULTANT shall receive a convenience fee in the amount of 0.75% of the actual amount of the transaction.
- For all payment transactions made by electronic check, CONSULTANT shall receive a convenience fee in the amount of \$0.65 per transaction, regardless of the actual amount of the transaction.
- For all charge backs, a fee of \$15 per charge back.
- For all returned items, a fee of \$15 per returned item.
- For all physical “swipe” terminals [that are not Europay, MasterCard, and VISA (EMV) for integrated circuit (IC) card functionality], a price of \$129 per terminal, inclusive of tax and shipping and handling.
- For all physical “swipe” terminals [Europay, MasterCard, and VISA (EMV) for integrated circuit (IC) card functionality], a price negotiated by CITY and CONSULTANT not to exceed \$500.
- For all customization of services following the initial deployment, a fee of \$125 per hour. No fee shall be charged for customization related to the initial deployment, including systems, connectivity (with CITY, CITY account, and CITY’s accounting software, Tyler Technology’s Fundbalance), and online platform/“portal” design.

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

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

(1) General Liability: \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate for bodily injury, personal injury, property damage, and any violation of a federal, state or local law, statute, code, ordinance, regulation, or rule pertaining to the processing of credit cards (such as the Federal Fair and Accurate Credit Transactions Act [15 U.S.C. § 1681 et seq.] and the California Song Beverly Credit Card Act [Cal. Civ. Code § 1747 et seq.]), the terms and conditions of card provider services applicable to this AGREEMENT, and any requirement for obtaining and maintaining PCI certification (collectively, "Merchant Services Processing Requirements").

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

(3) Workers' Compensation and Employer's Liability: Workers'

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Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Umbrella Liability: \$5,000,000 per occurrence and aggregate with a retention of no more than \$10,000 to augment exceedances in liability for general liability and automobile liability limits of insurance.

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. CONSULTANT understands and acknowledges that CITY and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers have no experience in the field of merchant services processing and, therefore, are relying on CONSULTANT's expertise. CONSULTANT is responsible for keeping itself informed of and complying with all applicable Merchant Services Processing Requirements. CITY is not responsible for monitoring CONSULTANT's compliance with Merchant Services Processing Requirements.

(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.

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

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

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

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

6.6
PROSECUTION SERVICES
FOR VIOLATIONS OF CITY ORDINANCES

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AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT, made and entered into by and between the COUNTY OF ORANGE, CALIFORNIA, a political subdivision of the State of California and a body politic and corporate (hereinafter designated as "COUNTY"), and the City of Laguna Woods, a municipal corporation, located in the County of Orange (hereinafter designated as "CITY").

WITNESSETH

In consideration of the terms, covenants, conditions, and promises to be kept, performed and observed by the parties, hereto, it is agreed as follows:

1. COUNTY, through its District Attorney and deputies, officers and employees of his department, shall render to CITY such services as may be required to prosecute violations of CITY's ordinances by persons 18 years of age or older in the courts.
2. For the purpose of performing said functions, COUNTY shall provide all staffing and supervision necessary to maintain the services to be rendered hereunder.
3. The final authority for rendition of services, standards of performance, and other matters incident to the performance of such services and the control of COUNTY personnel shall remain in COUNTY. The District Attorney shall have the sole exclusive authority to determine whether a criminal complaint shall be filed and the conduct of legal proceedings with respect to any suspected violations of CITY ordinances and with respect to any additional prosecutions handled by the District Attorney for CITY.
4. CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder or any liability other than that provided for by this Agreement. Except as herein otherwise specified, CITY shall not be liable for compensation or indemnity to any COUNTY employee for any injury or sickness arising out of his employment.
5. COUNTY, its officers, agents and employees shall not be deemed to have assumed any liability for the negligence of CITY or any of its officers or employees; and CITY

shall hold COUNTY, its officers and employees harmless from any and all claims for damages resulting therefrom.

6. Both CITY and COUNTY shall hold each other harmless from liability for acts or omissions of the other.

7. (a) Referrals for Complaints. CITY may refer suspected violations of its ordinances by persons 18 years of age or older to the District Attorney for a determination as to whether a criminal complaint should be filed.

CITY agrees to pay COUNTY the sum of two hundred sixty-three dollars (\$263.00) for each referral, without regard to the issuance of a complaint. As used herein, a "referral" means an occurrence constituting an alleged violation of one or more CITY ordinances by one person. CITY will provide investigation, reports, copies of its ordinances, and additional evidence as requested by the District Attorney. In cases where prosecution is authorized by the District Attorney, the District Attorney will draft and prepare the complaint. When "not guilty" pleas are entered on such complaints, the District Attorney will prosecute such cases through trial without further charge, except as provided in Paragraph 7(c) herein.

(b) Additional Prosecution. Trials on CITY citations and trials on CITY complaints not issued pursuant to Paragraph 7(a) above will not be tried by the District Attorney without the consent of the Assistant District Attorney in charge of the branch serving the judicial district in which CITY is located. The District Attorney has the right to determine that special ordinances of exclusively local concern should be prosecuted by the city attorney. Except as provided in Paragraph 7 (c) below, CITY agrees to pay COUNTY two hundred sixty-three dollars (\$263.00) for each prosecution of a CITY citation and each prosecution of a CITY complaint not issued pursuant to Paragraph 7(a). As used herein, "prosecution" means the District Attorney's appearance in Court after witnesses are subpoenaed on the first setting for one Defendant's trial. Where CITY asks the District Attorney to request dismissal before subpoenas have been issued, no charge will be made. As prosecutor, the District Attorney has the right to control the disposition of all complaints, trials, and appeals herein described in accordance with the duties of his office. CITY will provide investigation, reports, citations, copies of its ordinances, and additional evidence necessary for trial as requested by the District Attorney.

(c) Special Costs. CITY may request the District Attorney to file, answer, and litigate appeals of convictions of violations of CITY's ordinances. CITY agrees to pay COUNTY for such services on appeals the sum of one hundred sixty-five dollars (\$165.00) per hour of attorney time and ninety-eight dollars (\$98.00) per hour of clerical support's time. In addition to charges described in paragraphs 7(a) and 7(b) herein, CITY agrees to pay COUNTY for all time, including preparation spent in prosecutions in excess of one day, at the rate specified in this paragraph.

(d) The above rates shall be reviewed annually by COUNTY's Auditor-Controller and, if it is determined that a change in the rate is necessary to reflect change in costs to COUNTY, COUNTY shall notify CITY of such change prior to June 30th, and the change shall become effective the following July 1st.

8. Within ten (10) days following the end of each calendar quarter, COUNTY shall render to CITY a statement of the cost of services performed under this Agreement, and CITY shall pay COUNTY therefore within twenty (20) days after receipt of such statement. Such statement shall consist of the number of referrals for complaints, additional prosecution, and itemized special costs. If such payment is not received by COUNTY within thirty (30) days after rendition of billing, COUNTY may satisfy such indebtedness from any funds of CITY on deposit with COUNTY without giving further notice to CITY of COUNTY's intention to do so.

9. Upon execution of this Agreement, CITY shall provide two (2) copies of its municipal ordinances to the District Attorney. CITY will further provide the District Attorney with complete details on any additions, deletions, or corrections to the municipal ordinances that may occur during the term of this Agreement.

10. This Agreement shall continue in full force and effect for a five-year period, commencing July 1, 2015 and terminating on June 30, 2020, provided that either party may terminate upon thirty (30) days' written notice. All compensation for services rendered shall be paid regardless of termination or expiration of this Agreement. Termination of this Agreement shall not affect the duties of the parties already initiated that extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, COUNTY has caused this Agreement to be executed by the Chairman of its Board of Supervisors and Attested by the Clerk of said Board, and CITY has

caused this Agreement to be executed by its Mayor and attested by the City Clerk on the dates set opposite their respective signatures.

Dated: _____, 2015

“COUNTY”

COUNTY OF ORANGE, a political subdivision of the State of California

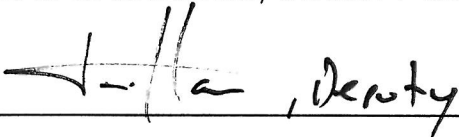
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF BOARD

By _____
Chairman of the Board of Supervisors

Robin Stieler
Clerk of the Board of Supervisors
Of Orange County, California.

APPROVED AS TO FORM:

NICHOLAS S. CHRISOS, COUNTY COUNSEL

By , Deputy

Dated: 03/05/15

“CITY”

A municipal corporation

By _____
Mayor

ATTEST:

Dated: _____

By _____
City Clerk

8.1

**ESTABLISHMENT OF THE CITY'S POSITION ON
ASSEMBLY BILL 1217 (DALY) REGARDING THE
COMPOSITION OF THE ORANGE COUNTY
FIRE AUTHORITY'S BOARD OF DIRECTORS**

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ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Jeff Bowman, Fire Chief

(714) 573-6000

www.ocfa.org

March 23, 2015

The Honorable Cynthia Conners
Mayor
Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Dear Colleague:

At the March 19, 2015, meeting of the Orange County Fire Authority Executive Committee, it was decided that your input is needed regarding AB 1217 (Daly), a bill that would reorganize the OCFA governance structure.

In order that we may discuss this legislation fully and convey information or positions to the author, it is requested that your agency provide us input on the bill. An initial analysis by OCFA staff was presented at our meeting (Attachment A). You may have also seen a recent letter addressed to me from Assemblyman Daly soliciting input from OCFA's Board of Directors, with his bill attached (Attachment B).

At this meeting, the Committee received public comments from Orange County Professional Firefighters Association President Ray Geagan in support of the bill.

Your input is needed so that we may adequately be informed and discuss this matter at a future Committee meeting and eventually with the full Board of Directors.

I would request that you address your comments by April 15, 2015, to OCFA's Legislative Analyst, Jay Barkman at jaybarkman@ocfa.org. You can also reach Jay at (714) 573-6048 with any specific questions on the legislation.

Sincerely,

(For Board Chair Elwyn Murray)

Elwyn Murray
Board Chair

c: OCFA Board of Directors
Member Agency City Managers/Administrators/CEO

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Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
March 19, 2015

Agenda Item No. 4B
Discussion Calendar

Legislative Update AB 1217

Contact(s) for Further Information

Sandy Cooney, Director Communications and Public Relations	sandycooney@ocfa.org	714.573.6801
Jay Barkman, Legislative Analyst	jaybarkman@ocfa.org	714.573.6048

Summary

This item is submitted to the Executive Committee to review proposed legislation AB 1217 and provide direction to OCFA staff on its position.

Prior Board/Committee Action

Not Applicable.

Recommended Action(s)

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of March 26, 2015, with the Executive Committee's recommendation that the Board of Directors take the following actions:

1. Review and adopt the proposed recommended legislative position.
2. Direct staff to draft a position letter to Assemblyman Daly.

Impact to Cities/County

Specific impacts are discussed under the background.

Fiscal Impact

Not Applicable.

Background

AB 1217 (Daly)

Subject: OCFA Board of Directors

Recommended Position:

Summary:

AB 1217 has been introduced by Assemblyman Tom Daly (D-Anaheim) to alter the composition of OCFA's Board of Directors. The legislation mirrors the process by which OCTA board members are selected. AB 1217 would reduce the number of OCFA directors to 13; three county supervisors and 10 city representatives. The bill directs that the city representatives are to be elected by an OCFA City Selection Committee created by the legislation. The selection committee would be made up of one representative from each city that contracts with OCFA. Under the proposed bill, five of the city representatives shall be elected, one from each of the supervisorial district, on a population weighted basis. The remaining five city representatives are to be elected, also one from each supervisorial district, on a "one city, one vote" basis. The bill specifies that all 13 directors shall serve a two-year term. The bill would go into effect January 1, 2018.

AB 1217 would alter the form and make-up of OCFA Board of Directors, and it would impair the terms of the existing Joint Powers Agreement. Under the current JPA, the Board of Directors is empowered to amend the agreement and adjust the composition of the governing body through a two-thirds vote of all members. AB 1217 imposes changes to the JPA and places board members at risk of losing key contract terms that were specifically negotiated by members, for members.

The bill proposes selection of city representatives within Supervisorial districts, but this does not account for the fact that the number of cities in each district is not equal. The bill also fails to specify how the three supervisors are to be selected; by the Board of Supervisors or via the OCFA City Selection Committee created by the bill. The committee itself is not comprised of any supervisors.

District 1	District 2	District 3	District 4	District 5
<ol style="list-style-type: none"> 1. <i>Santa Ana</i> 2. <i>Westminster</i> 	<ol style="list-style-type: none"> 1. <i>Buena Park*</i> 2. <i>Cypress</i> 3. <i>La Palma</i> 4. <i>Los Alamitos</i> 5. <i>Seal Beach</i> 6. <i>Stanton</i> 	<ol style="list-style-type: none"> 1. <i>Irvine</i> 2. <i>Tustin</i> 3. <i>Villa Park</i> 4. <i>Yorba Linda</i> 	<ol style="list-style-type: none"> 1. <i>Buena Park</i> 2. <i>Placentia</i> 	<ol style="list-style-type: none"> 1. <i>Aliso Viejo</i> 2. <i>Dana Point</i> 3. <i>Irvine*</i> 4. <i>Laguna Hills</i> 5. <i>Laguna Niguel</i> 6. <i>Laguna Woods</i> 7. <i>Lake Forest</i> 8. <i>Mission Viejo</i> 9. <i>Rancho Santa Margarita</i> 10. <i>San Clemente</i> 11. <i>San Juan Capistrano</i>
<ul style="list-style-type: none"> ▪ Italicized text denotes cash contract city ▪ Asterisk denotes city in two districts and the smaller portion of city that would not be counted as part of that district for voting purposes under bill. 				

[Attachment\(s\)](#)

Assembly Bill No. 1217

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0069
(916) 319-2069
FAX (916) 319-2169

DISTRICT OFFICE
2400 EAST KATELLA AVENUE, SUITE 640
ANAHEIM, CA 92806
(714) 939-8469
FAX (714) 939-8986

E-MAIL
Assemblymember.Daly@assembly.ca.gov

Assembly California Legislature



TOM DALY
ASSEMBLYMEMBER, SIXTY-NINTH DISTRICT

COMMITTEES
CHAIR: INSURANCE
TRANSPORTATION
GOVERNMENTAL ORGANIZATION
APPROPRIATIONS
VETERANS AFFAIRS

JOINT COMMITTEE ON FAIRS,
ALLOCATIONS AND CLASSIFICATIONS

March 13, 2015

Honorable Al Murray, Chairman
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Dear Chairman Murray,

I am writing to request input from your Board of Directors on my proposed legislation, Assembly Bill 1217. This bill modernizes the governing structure of the Orange County Fire Authority (OCFA). Please share this with your colleagues.

As you know, the OCFA was created through a Joint Powers Agreement enacted in 1995. Since then, the OCFA has enlarged its membership, leading to a current Board of Directors consisting of twenty-five members, representing the twenty-three municipal agencies and the County of Orange. This is the largest board of directors for a JPA providing fire services in the State of California.

After twenty years, it's appropriate that the current OCFA governing board structure be reviewed. In fact, last year the OCFA Board conducted a survey as part of a larger review of the agency. That survey found a general consensus of the Board that its size "increases bureaucracy, redundancy from work already done in committees and makes decision making more difficult." Furthermore, there is a more than 30% turnover every two years under the current Board structure. This outdated structure makes consensus and governing difficult for a crucially important agency serving over 1.7 million residents.

This proposal seeks to streamline the Board, while preserving its regional integrity and oversight mission. Specifically, my bill calls for a 13-member board, consisting of: one member from each of the five supervisorial districts elected on a population weighted basis; one member from each of the five supervisorial districts elected by a City Selection Committee on a "one city, one vote" basis; and three members of the Board of Supervisors. As you know, this is similar to the Orange County Transportation Authority governance structure.

Please review this legislation (attached) and share your thoughts with me.

Sincerely,

A handwritten signature in blue ink that reads "Tom Daly".

Tom Daly
State Assemblymember, 69th District

cc: Fire Chief, Orange County Fire Authority
Orange County Legislative Delegation

Serving the People of Santa Ana, Anaheim, Garden Grove and Orange



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ASSEMBLY BILL

No. 1217

Introduced by Assembly Member Daly

February 27, 2015

An act to add Section 6538 to the Government Code, relating to joint powers.

LEGISLATIVE COUNSEL'S DIGEST

AB 1217, as introduced, Daly. Orange County Fire Authority.

Existing law authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. Existing law authorizes the board of supervisors of any county to contract with any local agency within the county or with the state for services relating to the prevention and suppression of fires.

This bill would, as of January 1, 2018, require the Board of Directors of the Orange County Fire Authority, a joint powers agency, to consist of 13 members, each serving a term of 2 years. The bill would create the Orange County Fire Authority City Selection Committee to select 10 of those board members from cities that contract with the authority for fire protection services, as specified. The bill would additionally require 3 of the members of the Board of Directors of the Orange County Fire Authority to be members of the board of supervisors of the County of Orange.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Orange County Fire Authority.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 6538 is added to the Government Code,
2 to read:

3 6538. (a) Notwithstanding any other law and notwithstanding
4 the provisions of the joint powers agreement governing the Orange
5 County Fire Authority, on and after January 1, 2018, the Board of
6 Directors of the Orange County Fire Authority shall be composed
7 of 13 members, as follows:

8 (1) (A) (i) One member from each of the five supervisorial
9 districts of the County of Orange, elected by the Orange County
10 Fire Authority City Selection Committee on a population weighted
11 voting basis.

12 (ii) One member from each of the five supervisorial districts of
13 the County of Orange, elected by the Orange County Fire Authority
14 City Selection Committee on a “one city, one vote” basis.

15 (B) A city that is within more than one supervisorial district
16 shall be considered part of the district where the highest percentage
17 of the city’s population resides. Under this circumstance, the entire
18 city’s population shall be used for population-weighted voting
19 purposes.

20 (C) Members elected pursuant to this paragraph shall be a mayor
21 or a city council member of a city within the County of Orange,
22 and shall serve for a term of two years. A member elected pursuant
23 to this paragraph whose term on the city council or as mayor ends
24 shall also cease to serve as a member of the board.

25 (D) The Orange County Fire Authority City Selection
26 Committee shall consist of either the mayor or a member of the
27 city council of each city that contracts with the Orange County
28 Fire Authority for fire protection services.

29 (2) Three members of the board of supervisors of the County
30 of Orange, selected by the board of supervisors, to serve a term of
31 two years.

32 (b) Any member of the board serving as of the effective date of
33 this section shall continue to serve until January 1, 2018, or until
34 the expiration of his or her term, whichever is sooner.

35 SEC. 2. The Legislature finds and declares that a special law
36 is necessary and that a general law cannot be made applicable
37 within the meaning of Section 16 of Article IV of the California

- 1 Constitution because of the challenges faced as a result of the
- 2 current governance structure of the Orange County Fire Authority.

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LISA A. BARTLETT

ORANGE COUNTY BOARD OF SUPERVISORS
SUPERVISOR, FIFTH DISTRICT

ORANGE COUNTY HALL OF ADMINISTRATION
333 W. SANTA ANA BLVD.
10 CIVIC CENTER, SANTA ANA, CALIFORNIA 92701
PHONE (714) 834-3550 FAX (714) 834-2670
<http://bos.ocgov.com/fifth/>

April 1, 2015

Mayor Cynthia Connors
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

RE: AB 1217 (Daly) Orange County Fire Authority

Dear Mayor Connors,

I am writing to address our shared concern over Assembly Bill 1217 sponsored by Assemblyman Tom Daly. I would like to request the City of Laguna Woods' position on this matter. As you may know, AB 1217 would change the governing structure of the Orange County Fire Authority (OCFA) and lead to under-representation of South Orange County contract cities.

In summary, Assembly Bill 1217 would impose a significant change in OCFA's leadership by:

- Reducing OCFA Board representation from 23 members to 10 members
- Extending terms from one-year to two-years
- Creating an OCFA City Selection Committee that would select 10 board members from cities that contract with OCFA
- Electing OCFA board members from within the respective county supervisorial districts boundary
- Requiring three (3) members of the Orange County Board of Supervisors (BOS) to serve on the OCFA Board of Directors.
- Reducing South Orange County's city representation on the OCFA Board of Directors from ten members to only two.

AB 1217 has been referred to the Assembly Committee on Local Government. Although the committee hearing date has not been scheduled, I would like to receive your comments in writing by Wednesday, April 15th. Sharing your comments will allow me to further address this issue publicly with my colleagues at the April 21st Board of Supervisors meeting.

I encourage you to email me directly at Lisa.Bartlett@ocgov.com or send your letter to my office. I look forward to working with you. Thank you for your partnership and the opportunity to serve the fabulous Fifth District.



LISA A. BARTLETT

ORANGE COUNTY BOARD OF SUPERVISORS
SUPERVISOR, FIFTH DISTRICT

ORANGE COUNTY HALL OF ADMINISTRATION
333 W. SANTA ANA BLVD.
10 CIVIC CENTER, SANTA ANA, CALIFORNIA 92701
PHONE (714) 834-3550 FAX (714) 834-2670
<http://bos.ocgov.com/fifth/>

Page 2

Sincerely,

A handwritten signature in blue ink that reads "Lisa A. Bartlett". The signature is fluid and cursive.

Lisa A. Bartlett, Vice-Chair
Orange County Supervisor, 5th District
cc:

Aliso Viejo Council Members
Aliso Viejo City Manager
Dana Point Council Members
Dana Point City Manager
Laguna Hills Council Members
Laguna Hills City Manager
Laguna Niguel Council Members
Laguna Niguel City Manager
Laguna Woods Council Members
Laguna Woods City Manager
Lake Forest Council Members
Lake Forest City Manager
Mission Viejo Council Members
Mission Viejo City Manager
Rancho Santa Margarita Council Members
Rancho Santa Margarita
San Clemente Council Members
San Clemente City Manager
San Juan Capistrano Council Members
San Juan Capistrano City Manager

8.2

**ESTABLISHMENT OF THE CITY'S POSITION ON
SENATE BILL 355 (LARA) REGARDING THE
COMPOSITION OF THE SAN GABRIEL AND
LOWER LOS ANGELES RIVERS AND
MOUNTAINS CONSERVANCY**

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1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

4/1/15

Senator Ricardo Lara
State Capitol, Room 5050
Sacramento, CA 95814

RE: SB 355 (Lara) – San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
Notice of OPPOSE UNLESS AMENDED

Honorable Senator Lara:

The Orange County Division of the League of California Cities has adopted an *Oppose Unless Amended* position on Senate Bill 355, your legislation regarding the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

Since the creation of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (the Conservancy) in 1999 (*Senate Bill 216 and Assembly Bill 1355*), the County of Orange has been represented on the Conservancy Board of Directors by two seats.

One of the provisions of your bill seeks to remove one of Orange County's seats, thereby eradicating 50% of our representation, and bestow it on the City of Los Angeles. The seat proposed for elimination is one that is directly appointed by the City Selection Committee of the County of Orange, which essentially removes a directly appointed local elected official from our membership to the Conservancy Board.

The passage of the Proposition 1 Water Bond was a bipartisan effort and enjoyed strong support from Orange County cities, legislators and voters. Therefore, we are also very concerned about how this proposal would reduce our voice in the allocation of the \$80 million in bond funding to be distributed by the Conservancy.

The Orange County Division is not opposed to the expansion of the Conservancy Board of Directors; receiving more local representation and additional input from the local level would be positive. However, we stand in strong opposition to achieving this objective at the expense of 50% of our County's representation on the Conservancy's Board of Directors.

We therefore adopted an *Oppose Unless Amended* position, and respectfully request that you remove the language eliminating one of Orange County's seats on the Conservancy's Board of Directors.

Sincerely,

A handwritten signature in black ink that reads "Scot Nelson".

Scot Nelson
Councilmember, City of Placentia
President, Orange County Division, League of California Cities

CC: Orange County Senators, Senate Natural Resources and Water Committee Members

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AMENDED IN SENATE APRIL 6, 2015

SENATE BILL

No. 355

Introduced by Senator Lara
(Principal coauthor: Assembly Member Rendon)

February 24, 2015

An act to amend Section 32605 of the Public Resources Code, relating to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

LEGISLATIVE COUNSEL'S DIGEST

SB 355, as amended, Lara. San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

Existing law establishes the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, which is responsible for the preservation and protection of specified lands within the San Gabriel and Lower Los Angeles Rivers and Mountains area, as defined. Existing law prescribes the duties of the conservancy, and requires that it be comprised of 13 voting members and 7 nonvoting members, as specified. Existing law requires that the voting members include, among other members, 2 members of the Orange County Division of the League of California Cities, both of whom shall be a mayor or city council member of a city bordering the San Gabriel River or tributary thereof.

This bill would instead require that only one member of the Orange County Division of the League of California Cities be a voting member, and would require that a resident of a city, *not otherwise represented on the board at the time of the appointment and* bordering the Lower Los Angeles River, *be* appointed by the ~~Senator Committee on Rules,~~ *be Governor, as prescribed, as* a voting member. The bill would also increase the number of nonvoting members to 9, and would require that

one Member of the Senate, appointed by the Senate Committee on Rules, and one Member of the Assembly, appointed by the Speaker of the Assembly, serve as those nonvoting members. The bill would require that those legislators serving as nonvoting members represent a district that is at least partially contained within the territory of the conservancy and participate in activities of the conservancy only to the extent that participation is compatible with his or her duties as a legislator.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 32605 of the Public Resources Code is
2 amended to read:
3 32605. The board shall consist of 13 voting members and nine
4 nonvoting members, as follows:
5 (a) The 13 voting members of the board shall consist of all of
6 the following:
7 (1) One member of the Board of Supervisors of the County of
8 Los Angeles, or his or her designee, who represents the area or a
9 portion thereof contained within the territory of the conservancy,
10 appointed by the Governor.
11 (2) Two members of the ~~board of directors~~ *Governing Board*
12 of the San Gabriel Valley Council of Governments, one of whom
13 shall be a mayor or city council member of a city bordering along
14 the San Gabriel River, and one of whom shall be a mayor or city
15 council member of a city bordering the San Gabriel Mountains
16 area. One member shall be appointed by a majority of the
17 membership of that board of directors, and one member shall be
18 appointed by the Senate Committee on Rules from a list of two or
19 more potential members submitted by the board of directors. If
20 the San Gabriel Valley Council of Governments fails to provide
21 to the Senate Committee on Rules a list of two or more potential
22 members, at least 30 days prior to the date a current member's
23 term of office expires, the Senate Committee on Rules may appoint
24 a mayor or city council member of a city bordering along the San
25 Gabriel River or the San Gabriel Mountains, or a member of the
26 public who resides within the territory of the conservancy.
27 (3) Two members of the ~~board of directors~~ *Board of Directors*
28 of the Gateway Cities Council of Governments, one of whom shall

1 be the mayor of the City of Long Beach or a city council member
2 of the City of Long Beach appointed by the mayor, and one of
3 whom shall be appointed by the Speaker of the Assembly from a
4 list of two or more potential members submitted by the executive
5 committee of the ~~board of directors~~ *Board of Directors* of the
6 Gateway Cities Council of Governments. The executive committee
7 shall submit lists of potential members to the Speaker of the
8 Assembly until an acceptable member is appointed.

9 (4) One member of the Orange County Division of the League
10 of California Cities, who shall be a mayor or city council member
11 of a city bordering along the San Gabriel River or a tributary
12 thereof. The member shall be appointed by the Governor from a
13 list of two or more potential members submitted by the city
14 selection committee.

15 (5) One member shall be a representative of a member of the
16 San Gabriel Valley Water Association appointed by a majority of
17 the membership of the board of directors of the San Gabriel Valley
18 Water Association.

19 (6) One member shall be a representative of the Central Basin
20 Water Association appointed by a majority of the membership of
21 the board of directors of the Central Basin Water Association.

22 (7) One member shall be a resident of Los Angeles County
23 appointed by the Governor from a list of potential members
24 submitted by local, state, and national environmental organizations
25 that operate within the County of Los Angeles and within the
26 territory of the conservancy and that have participated in planning
27 for river restoration or open space, or both, or river preservation.

28 ~~(8) One member, who is a resident of a city bordering the Lower
29 Los Angeles River, appointed by the Senate Committee on Rules.~~

30 *(8) One member, appointed by the Governor, who is a resident
31 of a city, not otherwise represented on the board at the time of the
32 member's appointment, bordering the Lower Los Angeles River.
33 The Governor shall make the appointment from a list of two or
34 more potential members submitted by the executive committee of
35 the Board of Directors of the Gateway Cities Council of
36 Governments. The executive committee shall submit lists of
37 potential members to the Governor until he or she appoints a
38 member.*

39 (9) The Secretary of the Natural Resources Agency, or his or
40 her designee.

- 1 (10) The Secretary for Environmental Protection, or his or her
2 designee.
- 3 (11) The Director of Finance, or his or her designee.
- 4 (b) (1) Seven of the ex officio, nonvoting members shall consist
5 of the following officers or an employee of each agency designated
6 annually by that officer to represent the office or agency:
 - 7 (A) The District Engineer of the United States Army Corps of
8 Engineers.
 - 9 (B) The Regional Forester for the Pacific Southwest Region of
10 the United States Forest Service.
 - 11 (C) The Director of the Los Angeles County Department of
12 Public Works.
 - 13 (D) The Director of the Orange County Public Facility and
14 Resource Department.
 - 15 (E) A member of the San Gabriel River Watermaster, appointed
16 by a majority of the members of the San Gabriel River
17 Watermaster.
 - 18 (F) The Director of Parks and Recreation.
 - 19 (G) The Executive Officer of the Wildlife Conservation Board.
- 20 (2) Two of the nonvoting member shall be the following:
 - 21 (A) One Member of the Senate, appointed by the Senate
22 Committee on Rules, whose Senate district is at least partially
23 contained within the territory of the conservancy.
 - 24 (B) One Member of the Assembly, appointed by the Speaker
25 of the Assembly, whose Assembly district is at least partially
26 contained within the territory of the conservancy.
 - 27 (C) A member appointed pursuant to this paragraph shall meet
28 with the conservancy and participate in its activities to the extent
29 that participation is compatible with his or her duties as a Member
30 of the Legislator.

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8.3

**APPOINTMENT OF SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS' 2015
GENERAL ASSEMBLY DELEGATE AND
ALTERNATE DELEGATE**

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: April 15, 2015 Regular Meeting

SUBJECT: Appointment of Southern California Association of Governments' 2015 General Assembly Delegate and Alternate Delegate

Recommendation

Appoint members of the City Council to serve as a delegate and alternate at the Southern California Association of Governments' 2015 General Assembly.

Background

The Southern California Association of Governments (SCAG) is hosting its annual Regional Conference and General Assembly on May 7 and 8, 2015 in Palm Desert. Each year, member cities select a delegate and alternate to represent their cities at the General Assembly portion of the event.

Discussion

SCAG has requested that the City Council select a delegate and alternate for the 2015 General Assembly. Councilmembers who serve as delegates and alternates are required to prepare and submit *Fair Political Practices Commission (FPPC) Form 700, Statement of Economic Interests*, to SCAG.

Fiscal Impact

Expenses associated with SCAG's 2015 General Assembly can be accommodated in the City's existing budget. A portion of the expenses for Councilmembers Horne and Moore will be offset by SCAG due to their membership on policy committees.

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8.4
POTENTIAL COMPREHENSIVE UPDATE
OF THE GENERAL PLAN

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: April 15, 2015 Regular Meeting
SUBJECT: Potential Comprehensive Update of the General Plan

Recommendation

Discuss and provide input to staff.

Background

State law requires that all counties and cities adopt and maintain a “comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the [county’s or city’s] judgment bears relation to its planning” (Cal. Gov. Code §65300). State law further requires that general plans include a minimum of seven elements (or, “chapters”) – circulation, conservation, housing, land use, noise, open space, and safety (§65302).

The Laguna Woods General Plan was initially adopted in October 2002, following adoption of an Interim General Plan in January 2001, and reliance on planning by the County of Orange prior to and immediately following the City’s incorporation in March 1999. While most of the General Plan elements have been updated since 2002, the General Plan, as a whole, was adopted anticipating a planning horizon of 2015. Therefore, it has been staff’s recommendation that a comprehensive update of the General Plan be undertaken to establish a new, long-term vision for the City.

Discussion

Today’s meeting is an opportunity for the City Council and members of the public to provide input on the scope of work for a potential comprehensive update of the

General Plan, prior to the City Council's consideration of such a project during the upcoming Fiscal Year 2015-16 Budget and Work Plan development process. Input received at this meeting will be used to finalize the scope of work, and associated cost, in a manner that reflects the City Council's goals and intent.

The City completed a comprehensive update of the Safety Element in April 2014 and is currently finalizing a comprehensive update of the Conservation Element. As such, any potential comprehensive update of the General Plan would focus on the circulation, housing, land use, noise, and open space elements, with only minor conforming changes envisioned for the safety and conservation elements.

Potential Scope of Work Summary

- **Planning Horizon:** The updated General Plan would have a planning horizon of 25-years from the date of adoption.
- *Ensure continued compliance with State law.* A variety of changes in State law would be considered and addressed, including:
 - **Senate Bill 244:** Requires the land use element to consider nearby unincorporated islands and disadvantaged communities.
 - **Assembly Bill 1358:** Requires the circulation element to identify how the City will provide for the routine accommodation of all users of its roadways, including motorists, pedestrians, cyclists, individuals with disabilities, older adults, and public transportation riders.
 - **Senate Bill 743:** Requires the City to cease use of level of service as a California Environmental Quality Act threshold of significance.
 - **Assembly Bill 52:** Requires consideration of tribal resources under the California Environmental Quality Act and modifies requirements for consultations with Native American tribes.
- *Address emerging issues and community priorities.* The following topics and issues have been identified for preliminary consideration. Additional topics and issues would be identified as a result of public input and City Council review. The City Council would have the ultimate authority regarding how to address (or, not address) topics and issues in the updated General Plan.

- Circulation Element: Shift focus to a more holistic, mobility-oriented approach; fully implement Assembly Bill 1358 and Senate Bill 743.
- Housing Element: Consider alternative strategies for complying with Regional Housing Needs Assessment (RHNA) allocations; simplify the narrative descriptions and implementing policy framework.
- Land Use Element: Reconsider and diversify commercial designations (no expansion of designated areas); consider establishing a regulatory framework for mixed-use development; reconsider and diversify open space designations to explicitly address sensitive habitats; facilitate creation of a “look” for the city, inclusive of landscaping, public art, signage, and other aesthetics; fully implement Senate Bill 743.
- Noise Element: Clarify when and where noise standards apply; update guidance for evaluating land use compatibility of transportation and stationary source noises; document potential future noise generation.
- Open Space Element: Establish standards related to the availability of public parks and open space; update to reflect existing open spaces.
- Multiple Elements: Incorporate climate adaptation (consistent with the Climate Adaptation Plan, Implementation Action 3.1.1).
- *Revise implementing policy frameworks.* New goals, policy objectives, and implementation actions would be developed for each element.
- *Consider requests from private property owners for new or modified land use designations.* It is anticipated that private property owners may request new or modified land use designations outside of this project’s scope of work. Those requests would be reviewed by the City Council, on a case-by-case basis, with requesting private property owners responsible for paying for any approved work in excess of this project’s scope of work.
- *Provide multiple opportunities for public input.* In addition to meetings with community stakeholders, six City Council meetings are anticipated, all of which would be noticed and open to the public. Due to likely interest, three meetings would focus on circulation, housing, and land use, respectively. A community survey would also be released to help quantify local needs.

As currently envisioned, this project would begin on July 1, 2015 with adoption of the updated General Plan in or about December 2016. While a significant portion of the project, including environmental review, would be completed by the City's contract planning firm, a substantial amount of staff time would also be required.

Potential Additional Work – Economic/Fiscal Development Element

During the Fiscal Year 2014-15 Budget and Work Plan development process, the City Council briefly discussed the possibility of developing an optional economic/fiscal development element. The State of California's General Plan Guidelines (2003) describe economic/fiscal development elements as follows:

“The structure of a city's or county's economy plays an important role in the physical development of the planning area and the stability of the local tax base. The purpose of adopting an economic/fiscal development element varies by jurisdiction. However, most are based upon a desire to maintain and enhance the economic character of the community while providing for a stable annual budget. An effective element will establish a consistent set of policies that provide general direction to local government on how the community can focus resources to retain local business, attract new industries, support the tax base, and sustain the ability to provide public services for current and future residents.”

If the City Council is interested in developing an economic/fiscal development element as part of the comprehensive update of the General Plan, certain cost and resource efficiencies could be achieved (e.g., consolidation of public noticing and environmental review activities). In that case, this project would begin on July 1, 2015 with adoption of the updated General Plan in or about March 2017.

Fiscal Impact

Staff will calculate the cost of a comprehensive update of the General Plan once a potential scope of work is finalized. It is estimated that the cost of the potential scope of work summarized in this agenda report would be approximately \$290,000 for the State-mandated minimum elements and \$315,000 with the addition of an economic/fiscal development element. Additional costs may also arise depending on the scope of the municipal and zoning code amendments necessary to ensure conformance with the updated General Plan. There are sufficient funds in the unassigned General Fund balance to support either project scenario.

8.5
GENERAL PLAN
CONSERVATION ELEMENT UPDATE

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: April 15, 2015 Regular Meeting

SUBJECT: General Plan Conservation Element Update

Recommendation

Discuss and provide input to staff.

Background

The City's Fiscal Year 2014-15 Budget includes the following work plan item:

- General Plan Conservation Element Update – Update the General Plan Conservation Element in order to enhance long-term commitments to environmental sustainability; expand consideration of water and energy issues in the General Plan; incorporate the forthcoming Climate Adaptation Plan; and, prepare technical reports that would also be used to inform the Comprehensive General Plan Update.

State law requires that General Plans include a Conservation Element, as follows:

- California Government Code Section 65302(g) – [The General Plan must include] a conservation element for the conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources. That portion of the conservation element including waters shall be developed in coordination with any countywide water agency and with all district and city agencies, which have developed, served, controlled or conserved water for any purpose for the county or city

for which the plan is prepared. Coordination shall include the discussion and evaluation of any water supply and demand information described in Section 65352.5, if that information has been submitted by the water agency to the city or county.

Discussion

Today’s meeting is an opportunity for the City Council and members of the public to provide input on the General Plan Conservation Element Update. Input received at this meeting will be used to finalize a draft of the updated Conservation Element in a manner that reflects the City Council’s goals and intent. A draft of the updated Conservation Element will be presented at a future City Council meeting. Prior to consideration of adoption, the proposed updated Conservation Element will also be noticed and made available for public review with environmental documentation prepared in accordance with the California Environmental Quality Act.

Priority Issues

The City’s General Plan elements are organized by priority issues. The following eight priority issues have been identified for the updated Conservation Element:

Air Resources	Biological Resources	Cultural Resources	Energy Resources
Land Resources	Water Resources	Greenhouse Gas Emissions	Waste and Recycling

Staff will provide additional information on the status of this project and potential goals, policy objectives, and implementation actions at today’s meeting.

Fiscal Impact

Funds to support this project are included in the Fiscal Year 2014-15 Budget.

8.6
BUILDING AND PLANNING
SERVICES FEE STUDY

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: April 15, 2015 Regular Meeting
SUBJECT: Building and Planning Services Fee Study

Recommendation

Discuss and provide input to staff.

Background

The City's Fiscal Year 2014-15 Budget includes the following work plan item:

- Building and Planning Services Fee Study – Finalize a study of the City's building and planning services fees in order to ensure their appropriateness, applicability, and adequacy.

ClearSource Financial was selected to conduct the study following a competitive request for proposals process. ClearSource Financial is based in Aptos, California and has performed similar work for the cities of La Quinta, Ventura, and others.

Discussion

Today's meeting is an opportunity for the City Council and members of the public to provide input on a draft version of the Building and Planning Services Fee Study (Attachment A). Input received at this meeting will be used to finalize the study in a manner that reflects the City Council's goals and intent. If the City Council wishes to modify building and planning fees, additional public notice and a public hearing at a future meeting would be required in accordance with State law.

This Building and Planning Services Fee Study represents the first time that the City has undertaken a comprehensive review of the “nexus” between its costs and fees for services related to plan review, permitting, and inspection. Many of the City’s existing fees are more than 16 years old, having been carried over from the County of Orange shortly after incorporation. Other fees are largely based on the monetary value of improvements. This study provides the baseline information necessary to consider replacing outdated building and planning fees with modified fees established specifically for Laguna Woods.

The draft Building and Planning Services Fee Study includes calculations of how fees would need to be established in order to recover the actual costs of providing services. Please note that the City is prohibited from charging more than its actual costs. While the City is under no obligation to charge its actual costs, the practical implication of not doing so is that subsidies are then borne by taxpayers as the City relies on sales tax, property tax, and other sources of revenue to offset costs.

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

Fiscal Impact

Current estimates show that, overall, the City’s existing building fees recover only 68% of actual costs and planning fees recover only 63% of actual costs. Annually, approximately \$190,000 in recoverable fees are being subsidized by taxpayers.

Funds to support this project are included in the Fiscal Year 2014-15 Budget.

Attachment: A – Draft Building and Planning Services Fee Study



City of Laguna Woods
Building and Planning Services Fee Study

Draft – Subject to Material Revision

- April 2015 -

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Executive Summary

Background

Significant portions of the City's existing fee schedules are based on fees imposed by the County of Orange, as of the City's incorporation more than 16 years ago. This is the first comprehensive study of impact of the City's existing fee schedules conducted since incorporation. The building and planning fee schedules developed as part of this study represent an opportunity to replace outdated fee schedules and begin maintaining a schedule of planning and building fees that focuses on service requests and development activities likely to occur in the City of Laguna Woods. Additionally, this study identifies the City's estimated costs of providing fee-related services. Identifying costs and making deliberate policy decisions about the recovery of costs helps a city maintain fiscal sustainability.

In accordance with all applicable laws, the fees described in this report are no more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees.

The primary goals of this study were to:

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

Key Findings

Planning – The City's annual estimated cost of providing fee-related planning services is roughly \$80,000¹. Assuming project volumes remain unchanged, if the City modified fees to reflect full or targeted cost recovery levels, estimated annual revenue from fees will be roughly \$60,000. Cities often collect flat fees for applications that typically require only minor review or applications with minimal variability in application processing time. For projects that are highly variable, or that require significant application review time, cities often collect an initial deposit from the project applicant, and bill hourly for application review services. These fee structures are common throughout California and are illustrated as part of the sample modified fee schedule provided in the Appendix of this report.

¹ This amount excludes costs not linked to the provision of the fee-related services examined as part of this study or not targeted for recovery from fees. Examples of excluded costs include Planning personnel time spent enhancing the City's Geographic Information Systems and portions of the costs of long-range planning activities.

Building – The City’s annual estimated cost of providing fee-related construction permit services is roughly \$585,000². Assuming project volumes remain unchanged, if the City modified fees to reflect full or targeted cost recovery levels, estimated annual revenue from fees will be roughly \$580,000.

This report assumes significant changes to the fee calculation methodology for many construction permit fees. The changes are intended to reduce variability in fees and reduce reliance on a fee calculation valuation table. In an effort to ensure the updated calculation methods result in fees that align to services provided by the City, ClearSource used historical project scenarios to calculate “before and after” fee outcomes. However, it is likely that if unanticipated/uncommon development scenarios arise, ClearSource and staff may re-examine the assumptions that influenced the fee calculations. As historical data becomes available, fee amounts can be updated to account for more accurate data. Additionally, the sample fee schedule allows for hourly billing of projects that fall outside the scope of those considered when developing the fee schedule. The fee schedule, provided for illustrative purposes, incorporates structures common throughout California, but is specifically tailored to align to the development scenarios typically encountered in Laguna Woods.

A sample modified schedule of building fees is included in the Appendix of this report.

The table below summarizes the program costs of service and current and modified cost recovery levels assuming full or targeted cost recovery from fees.

Program Costs of Service Summary *

Fee Type	Program Cost of Service **	Estimated Revenue from Current Fees	Current Cost Recovery	Estimated Revenue Assuming Full or Targeted Cost Recovery	Modified Cost Recovery ***	Estimated Revenue Increase Assuming Full or Targeted Cost Recovery
Planning	\$80,000	\$50,000	63%	\$60,000	75%	\$10,000
Building	\$585,000	\$400,000	68%	\$580,000	99%	\$180,000
Total	\$665,000	\$450,000	68%	\$640,000	96%	\$190,000

* All amounts shown are estimates.

** Cost of service amount shown is net of adjustments to exclude costs not associated with the fee-related services examined as part of this study (e.g. punitive code enforcement) or not targeted for recovery from fees (e.g. portion of the City's cost of long-range planning).

*** Project planning review and entitlement activities are typically highly variable. Projects that appear to be similar may require significantly different levels of review based on a number of factors including location, current or proposed zoning, environmental considerations, etc.. The modified cost recovery levels illustrated in this study are based on a conservative estimate of application review typically required and annual project volume.

² This amount excludes costs not linked to the provision of the fee-related services examined as part of this study. Examples of excluded costs include punitive code enforcement efforts.

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

Recommendations

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

If the City decides to adopt modified fees it should:

- **Ensure that City staff begin fee collections using updated fee schedules** once the adopted fees are effective.
- **Actively monitor and bill for deposit-based fees** - Fees for highly variable services are often set to recover the estimated full cost of service, using an hourly billing methodology and collection of an initial deposit. In order to recover the targeted amounts expected from these fees, the City should be diligent about tracking time for planning fees and requesting additional amounts for projects with costs exceeding those collected via the initial deposit.
- **Periodically Review and Adjust Fees and Calculation Methodologies** – As part of this study, numerous changes were made to fee calculation methodologies. In an effort to ensure the updated calculation methods result in fees that align to services provided by the City, ClearSource used historical project scenarios to calculate “before and after” fee outcomes. However, it is likely that if unanticipated/uncommon development scenarios arise, staff may re-examine the assumptions that influenced the fee calculations. As historical data becomes available fee amounts can be updated to account for more accurate data. Additionally, the fee schedule allows for hourly billing of projects that fall outside the scope of those considered when developing the fee schedule. Also, if fees for services are unintentionally omitted from the adopted fee schedule, they should be added to the fee schedule as part of a future update.
- **Monitor feedback and permit statistics** - Monitor permit and application volumes and homeowner/contractor feedback to determine if fee modifications are resulting in any unanticipated changes in project frequency and to increase the level of detail available for revenue forecasting.

Additionally, the City may consider the following:

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

Study Methodology

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

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

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

The composite fully-burdened hourly rates calculated in this study are based on the estimated annual hours spent providing fee related services for private development activities, and estimated labor, services and supplies, and citywide overhead expenditures. The estimated annual hours spent providing fee related services were developed based on responses received from multiple interviews and targeted questionnaires. Labor expenditures were based on forecasts of Fiscal Year 2014/15 salary and benefits expenditures. Services and supplies expenditures were based on anticipated expenditures for Fiscal Year 2014/15 budgeted expenditures.

The outcomes and recommendations of this study are intended to comply with applicable federal, state, and local laws including providing confirmation that the fees (charges) illustrated in this study as modified fees assuming full or targeted cost recovery are not taxes as defined in Article 13C of the California Constitution and that the fees (charges) are no more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees (charges). Additionally, this report is intended to show that the manner in which the costs are allocated to a payer bear a fair and reasonable relationship to the payer's burdens on, or benefits received from the services provided by the City of Laguna Woods.

General Findings

Building Fees

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

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

- Current fees under-recover for the cost of providing most review and inspection services. Current cost recovery is between 70% and 80% for the majority of services examined.
- The cost of service study calculated a \$136 fully-burdened hourly rate for fee-related building services. The sample fee schedule provided in the Appendix of this report illustrates fee changes assuming recovery of 100% of the estimated cost of service.
- This report assumes significant changes to the fee calculation methodology for many building fees. The changes are intended to reduce variability in fees and reduce reliance on a fee calculation valuation table. In an effort to ensure the updated calculation methods result in fees that align to services provided by the City, ClearSource used historical project scenarios to calculate “before and after” fee outcomes. However, it is likely that if unanticipated/uncommon development scenarios arise, ClearSource and staff may re-examine the assumptions that influenced the fee calculations. As historical data becomes available fee amounts can be updated to account for more accurate data. Additionally, the fee schedule allows for hourly billing of projects that fall outside the scope of those considered when developing the fee schedule.
- The sample fee schedule, provided for illustrative purposes, incorporates structures common throughout California, but is specifically tailored to align to the development scenarios typically encountered in Laguna Woods.

Planning Fees

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

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

- Current fees under-recover for the cost of providing planning application review services for the majority of fixed fee services (e.g. temporary use permits, special event permits, sign permits).
- For minor applications, cost recovery levels range between roughly 20% and 50% depending on the application type.
- The City recovers roughly 100% of the cost of service for large-scale, highly variable projects that typically require "as-needed" contract planning review services.
- The cost of service study calculated a \$148 fully-burdened hourly rate for fee-related planning services. The sample fee schedule provided in the Appendix of this report illustrates fee changes assuming recovery of 100% of the estimated cost of service.
- The sample fee schedule, provided for illustrative purposes, assumes fees targeting recovery of 100% of the estimated cost of service for large scale, highly variable, application types. This is intended to ensure that the City recovers all costs to the jurisdiction for the use of contract service providers providing as-needed applicant project review services.
- The sample fee schedule, provided for illustrative purposes, assumes flat fees for applications that typically require only minor review or applications with minimal variability in application processing time. For projects that are highly variable, or that require significant application review time, the sample fees assume an initial deposit is collected from the applicant, with the City billing hourly for application review services. As deposit amounts are drawn down the City would request deposit replenishment from the applicant. In deference to cash flow concerns that might arise on the part of applicants, required minimum deposits do not exceed \$10,000.
- The sample fee structures are common throughout California.

Appendix

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

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Calculation of Fully-Burdened Hourly Rates

Calculation of Fully-Burdened Hourly Rate

Planning & Environmental Services Department - Building

City of Laguna Woods
 Building and Planning Services Fee Study
 Planning & Environmental Services (Building) - Allocation of Annual Labor Effort [a]

Position	Bldg Official	Bldg Insp'ctr Shift I-1	Bldg Insp'ctr Shift I-2	P'rmnt Counter Svcs	Structural PC/Eng [b]	Total
Allocation to Building	100%	100%	100%	100%	100%	
Calculation of Productive Hours						
Annual Hours - Standard	1,300	2,080	624	2,080	100	6,184
Less: Annual Leave	(60)	(96)	(48)	(96)	-	(300)
Productive Hours	1,240	1,984	576	1,984	100	5,884
Indirect Activities and Services						
General Administration and Mgmt	910	65	19	65	-	1,059
Certification and Training	-	-	-	-	-	-
Code, Policies, and Procedures Update	36	-	-	-	-	36
Code Enforcement and Compliance	24	-	-	-	-	24
Public Information and Assistance	130	-	-	325	-	455
Total Indirect Activities and Services Work Hours	1,100	65	19	390	-	1,574
Direct Hours	140	1,919	557	1,594	100	4,310
Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services	\$ 96,720	\$ 138,880	\$ 40,320	\$ 128,960	\$ 9,500	\$ 414,380
Total	\$ 96,720	\$ 138,880	\$ 40,320	\$ 128,960	\$ 9,500	\$ 414,380
Indirect Activities and Services						
General Administration and Mgmt	73%	3%	3%	3%	0%	20%
Certification and Training	0%	0%	0%	0%	0%	0%
Code, Policies, and Procedures Update	3%	0%	0%	0%	0%	1%
Code Enforcement and Compliance	2%	0%	0%	0%	0%	0%
Public Information and Assistance	10%	0%	0%	16%	0%	8%
Total Indirect Activities and Services Work Hours	89%	3%	3%	20%	0%	28%
Direct Hours	11%	97%	97%	80%	100%	72%

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

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

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

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

Description	Total	Notes
Salaries	\$ -	
Benefits	\$ -	
Contract Services	\$ 414,380	
Total - Labor Expenditures	\$ 414,380	

Recurring Non-Labor Expenditures

Description	FY 2014/15 Budget	Adjustment	Subtotal	Notes
Planning & Environmental Services				
<u>General Expenses</u>				
Building Services	\$ 442,100	\$ (442,100)	\$ -	[d]
Building Services, Printing	\$ 3,600	-	\$ 3,600	[e]
Building Services, Publications	\$ 500	-	\$ 500	[f]
Code Enforcement Services	\$ 31,428	\$ (31,428)	\$ -	[g]
Community Waste Events and Collections	\$ 96,000	\$ (96,000)	\$ -	[g]
Planning Services	\$ 7,500	\$ (7,500)	\$ -	[g]
Non-Operating	\$ 81,560	\$ (81,560)	\$ -	[g]
Waste Management Services	\$ 45,000	\$ (45,000)	\$ -	[g]
Water Quality Services	\$ 93,500	\$ (93,500)	\$ -	[g]
<u>Compensation & Benefits</u>				
Salaries, Full-time	\$ 152,568	\$ (152,568)	\$ -	[h]
Fringe Benefits	\$ 18,000	\$ (18,000)	\$ -	[h]
Payroll Taxes	\$ 11,672	\$ (11,672)	\$ -	[h]
Retirement	\$ 19,364	\$ (19,364)	\$ -	[h]
Subtotal	\$ 1,002,792	\$ (998,692)	\$ 4,100	

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

Periodic/Capital Non-Labor Expenditures

Description	Expenditure Estimate	Adjustment	Subtotal	Useful Life (Years)	Annual Amount	Notes
Building						
----	\$ -	\$ -	\$ -	5	\$ -	
Total	\$ -	\$ -	\$ -		\$ -	

Citywide Overhead

Description	FY 15/16 C'wide Indirect Rate	Modified Direct Expenditures	Bldg Share of C'wide Overhead	Notes
Estimated Citywide Overhead	41%	\$ 418,480	\$ 171,577	[i][j]

Calculation of Fully-Burdened Hourly Rate

Description	Annual Allocation [a]	Labor	Non-Labor	Citywide Overhead	Total	Targeted Recovery from Fees	Amount Recoverable from Fees	Targeted Hourly Rate
General Administration and Mgmt Certification and Training	20%	\$ 81,076	\$ 802	\$ 33,570	\$ 115,448	99%	\$ 114,800	\$ 27
Code, Policies, and Procedures Update	0%	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
Code Enforcement and Compliance	1%	\$ 2,808	\$ 28	\$ 1,163	\$ 3,998	100%	\$ 3,998	\$ 1
Public Information and Assistance	0%	\$ 1,872	\$ 19	\$ 775	\$ 2,666	0%	\$ -	\$ -
Direct Hours	8%	\$ 31,265	\$ 309	\$ 12,945	\$ 44,520	100%	\$ 44,520	\$ 10
	72%	\$ 297,359	\$ 2,942	\$ 123,123	\$ 423,425	100%	\$ 423,425	\$ 98
Total	100%	\$ 414,380	\$ 4,100	\$ 171,577	\$ 590,057	99%	\$ 586,743	\$ 136
							Direct Hours	4,310

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

Notes

- [a] See worksheet labeled "Planning & Environmental Services (Building) - Allocation of Annual Labor Effort".
- [b] Excludes portion of Assistant City Manager salary budgeted to this department, since the forecasted expenditures for the Assistant City Manager are included as part of the citywide overhead costs.
- [c] The expenditures shown here are reflective of the current contract services costs anticipated to be incurred for Building Official, structural engineering plan review, over the counter plan review, and permit inspection. The City Council has authorized additional permit inspection services, but those services are not currently being utilized and are not considered in this analysis in order to avoid over-estimation of building fee-related expenses.
- [d] Accounted for in labor and contract services section of the model. Adjustment to avoid double counting.
- [e] For printing of development related forms and job cards.
- [f] For building code books.
- [g] Adjustment to exclude costs not linked to building fee-related services.
- [h] These expenditures are composed of a portion of the salary and benefits expenditures for the Assistant City Manager and the salary and benefits expenditures for the Planning Manager. These costs have been adjusted out for the following reasons: 1) the Assistant City Manager expenditures are accounted for in the citywide overhead section of this model; 2) the Planning Manager expenditures are not linked to building fee-related services (i.e. they are Planning related labor costs).
- [i] See Citywide Overhead Cost Allocation Plan for FY 15/16 - Full Cost Version.
- [j] Building share of estimated citywide overhead calculated as follows: citywide indirect cost rate * modified direct expenditures for building fee-related services.

Calculation of Fully-Burdened Hourly Rate

Planning & Environmental Services Department - Planning

City of Laguna Woods
 Building and Planning Services Fee Study
 Planning & Environmental Services (Planning) - Allocation of Annual Labor Effort [a]

Position	Planning Manager [b]	Contract Services [c]	Total
Allocation to Planning	100%	100%	
Calculation of Productive Hours			2,330
Annual Hours - Standard	2,080	250	2,330
Less: Annual Leave	248	-	248
Productive Hours	1,832	250	2,082
Indirect Activities and Services			
General Administration and Mgmt	120	-	120
Certification and Training	40	-	40
Code, Policies, and Procedures Update	72	-	72
Long-range Planning & Other City Activities (Non-Current Planning)	1,191	-	1,191
Code Enforcement and Compliance	-	-	-
Public Information and Assistance	96	-	96
Total Indirect Activities and Services Work Hours	1,519	-	1,519
Direct Hours	313	250	563
Salary	\$ 83,948	\$ -	\$ 83,948
Benefits	\$ 29,075	\$ -	\$ 29,075
Contract Services	\$ -	\$ 23,750	\$ 23,750
Total	\$ 113,023	\$ 23,750	\$ 136,773
Indirect Activities and Services			
General Administration and Mgmt	7%	0%	5%
Certification and Training	2%	0%	2%
Code, Policies, and Procedures Update	4%	0%	3%
Long-range Planning	65%	0%	54%
Code Enforcement and Compliance	0%	0%	0%
Public Information and Assistance	5%	0%	4%
Total Indirect Activities and Services Work Hours	83%	0%	69%
Direct Hours	17%	100%	31%

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

[b] Per Planning Manager assume 65% of total annual time is spent assisting with non-current planning functions.

[c] Estimated direct hours based on anticipated project volume for consultant-led projects. Assumes 70% of work completed by consultant and 30% completed by in-house staff.

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

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

Description	Total	Notes
Salaries	\$ 83,948	
Benefits	\$ 29,075	
Contract Services	\$ 23,750	
Total - Labor Expenditures	\$ 136,773	

Recurring Non-Labor Expenditures

Description	FY 2014/15 Budget	Adjustment	Subtotal	Notes
Planning & Environmental Services				
<u>General Expenses</u>				
Building Services	\$ 442,100	\$ (442,100)	\$ -	[b]
Building Services, Printing	\$ 3,600	\$ (3,600)	\$ -	[b]
Building Services, Publications	\$ 500	\$ (500)	\$ -	[b]
Code Enforcement Services	\$ 31,428	\$ (31,428)	\$ -	[b]
Community Waste Events and Collections	\$ 96,000	\$ (96,000)	\$ -	[b]
Planning Services	\$ 7,500	\$ (7,500)	\$ -	[c]
Non-Operating	\$ 81,560	\$ (81,560)	\$ -	[b]
Waste Management Services	\$ 45,000	\$ (45,000)	\$ -	[b]
Water Quality Services	\$ 93,500	\$ (93,500)	\$ -	[b]
<u>Compensation & Benefits</u>				
Salaries, Full-time	\$ 152,568	\$ (152,568)	\$ -	[d]
Fringe Benefits	\$ 18,000	\$ (18,000)	\$ -	[d]
Payroll Taxes	\$ 11,672	\$ (11,672)	\$ -	[d]
Retirement	\$ 19,364	\$ (19,364)	\$ -	[d]
Subtotal	\$ 1,002,792	\$ (1,002,792)	\$ -	

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

Periodic/Capital Non-Labor Expenditures

Description	Expenditure Estimate	Adjustment	Subtotal	Useful Life (Years)	Annual Amount	Notes
Planning	\$ -	\$ -	\$ -	5	\$ -	

Total	\$ -	\$ -	\$ -		\$ -	

Citywide Overhead

Description	FY 15/16 C'wide Indirect Rate	Modified Direct Expenditures	Plan'g Share of C'wide Overhead	Notes
Estimated Citywide Overhead	41%	\$ 136,773	\$ 56,077	[e][f]

Calculation of Fully-Burdened Hourly Rate

Description	Annual Allocation [a]	Labor	Non-Labor	Citywide Overhead	Total	Targeted Recovery from Fees	Amount Recoverable from Fees	Targeted Hourly Rate
General Administration and Mgmt Certification and Training	5%	\$ 7,403	\$ -	\$ 3,035	\$ 10,439	43%	\$ 4,511	\$ 8
Code, Policies, and Procedures Update (Non-Current Planning)	2%	\$ 2,468	\$ -	\$ 1,012	\$ 3,480	100%	\$ 3,480	\$ 6
Code Enforcement and Compliance	3%	\$ 4,442	\$ -	\$ 1,821	\$ 6,263	100%	\$ 6,263	\$ 11
Public Information and Assistance	54%	\$ 73,465	\$ -	\$ 30,121	\$ 103,586	0%	\$ -	\$ -
Direct Hours	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	4%	\$ 5,923	\$ -	\$ 2,428	\$ 8,351	100%	\$ 8,351	\$ 15
	31%	\$ 43,072	\$ -	\$ 17,660	\$ 60,732	100%	\$ 60,732	\$ 108
Total	100%	\$ 136,773	\$ -	\$ 56,077	\$ 192,850	43%	\$ 83,337	\$ 148
							Direct Hours	563

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

Notes

- [a] See worksheet labeled "Planning & Environmental Services (Planning) - Allocation of Annual Labor Effort" .
- [b] Adjustment to exclude expenditures not linked to current planning fee-related services.
- [c] Adjustment to exclude Contract Planning expenditures not related to applicant initiated planning activities.
- [d] These expenditures are composed of a portion of the salary and benefits expenditures for the Assistant City Manager and the salary and benefits expenditures for the Planning Manager. These costs have been adjusted out for the following reasons: 1) the Assistant City Manager expenditures are accounted for in the citywide overhead section of this model; 2) the Planning Manager expenditures are accounted for in the Estimated In-House Labor and Contract Services Expenditures section of this worksheet.
- [e] See Citywide Overhead Cost Allocation Plan for FY 15/16 - Full Cost Version.
- [f] Planning share of estimated citywide overhead calculated as follows: citywide indirect cost rate * modified direct expenditures for planning fee-related services.

Calculation of the Costs of Providing Fee Related Services

Calculation of the Costs of Providing Fee Related Services

Building

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

Fee Description	Cost of Service (Summary)			Cost Recovery Summary			
	Est. Labor Time (Hours)	Hourly Rate	Cost of Service	Current Fee Estimate	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
1 Water Heater Change Out (Non-Program)	0.62	x \$136	= \$84	\$69	82%	\$84	100%
2 Water Heater Change Out (Program) - First Unit	0.28	x \$136	= \$39	\$33	86%	\$39	100%
3 Water Heater Change Out (Program) - Each Add'l Unit	0.08	x \$136	= \$11	\$8	71%	\$11	100%
4 Water Heater Relocation	1.03	x \$136	= \$141	\$113	80%	\$141	100%
5 Dishwasher Change Out	0.62	x \$136	= \$84	\$69	82%	\$84	100%
6 Tub to Tub Insert Only	1.03	x \$136	= \$141	\$113	80%	\$141	100%
7 Tub to Tub Tile Back Only	1.45	x \$136	= \$197	\$157	80%	\$197	100%
8 Shower to Shower Insert Only	1.03	x \$136	= \$141	\$113	80%	\$141	100%
9 Shower to Shower Tile Only	1.87	x \$136	= \$254	\$201	79%	\$254	100%
10 Tub to Shower Only	1.87	x \$136	= \$254	\$201	79%	\$254	100%
11 Water/Drain Line (Install/Alter/Repair) w/out Structural	0.62	x \$136	= \$84	\$69	82%	\$84	100%
12 Water/Drain Line (Install/Alter/Repair) with Structural	1.75	x \$136	= \$238	\$157	66%	\$238	100%
13 Line Repair (CIPP)/Svc Install - First 30 LF	0.62	x \$136	= \$84	\$69	82%	\$84	100%
14 Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	0.42	x \$136	= \$57	\$44	78%	\$57	100%
15 New HVAC (Central System) - Residential	1.03	x \$136	= \$141	\$113	80%	\$141	100%
16 New HVAC (All Others) - Residential	0.62	x \$136	= \$84	\$69	82%	\$84	100%
17 HVAC Change Out - Residential	1.03	x \$136	= \$141	\$113	80%	\$141	100%
18 Electrical - Fixtures and Receptacles	0.62	x \$136	= \$84	\$69	82%	\$84	100%
19 Washer/Dryer Hook Up	0.83	x \$136	= \$112	\$69	61%	\$112	100%
20 Electrical Wheelchair Lift	3.03	x \$136	= \$413	\$765	185%	\$413	100%
21 Re-Roof (Tile, Single-Ply) - First 1,000 SF	1.03	x \$136	= \$141	\$113	80%	\$141	100%
22 Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF *	0.20	x \$136	= \$27	\$23	83%	\$27	100%
23 Re-Roof (All Other) - First 1,000 SF	1.03	x \$136	= \$141	\$113	80%	\$141	100%
24 Re-Roof (All Other) - Each Add'l 5,000 SF *	0.20	x \$136	= \$27	\$23	83%	\$27	100%
25 Fenestration - Skylights/Solartubes	1.33	x \$136	= \$182	\$69	38%	\$182	100%
26 Fenestration - Doors/Windows	1.54	x \$136	= \$210	\$113	54%	\$210	100%
27 Structural/Drywall	0.92	x \$136	= \$125	\$69	55%	\$125	100%
28 Structural, Insulation	1.33	x \$136	= \$182	\$113	62%	\$182	100%
29 Lath	1.33	x \$136	= \$182	\$113	62%	\$182	100%
30 Structural, Insulation, Lath	2.17	x \$136	= \$295	\$186	63%	\$295	100%

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

Fee Description	Cost of Service (Summary)			Cost Recovery Summary			
	Est. Labor Time (Hours)	Hourly Rate	Cost of Service	Current Fee Estimate	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
31 Structural, Insulation, Shear, Lath	3.58	x \$136	= \$488	\$241	49%	\$488	100%
32 Framing/Structural - 1 inspection **	1.92	x \$136	= \$261	\$98	37%	\$261	100%
33 Framing/Structural - 2 inspections **	2.33	x \$136	= \$318	\$142	45%	\$318	100%
34 Framing/Structural - 3 inspections **	2.75	x \$136	= \$374	\$186	50%	\$374	100%
35 Temporary Shade Structure (Commercial)	1.62	x \$136	= \$220	\$267	121%	\$220	100%
36 Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	1.28	x \$136	= \$175	\$98	56%	\$175	100%
37 Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	1.95	x \$136	= \$265	\$165	62%	\$265	100%
38 Patio/Balcony Cover/Enclosure - Site Specific Engineering	3.24	x \$136	= \$441	\$467	106%	\$441	100%
39 Alteration - Residential (Res.) Kitchen	2.58	x \$136	= \$352	\$247	70%	\$352	100%
40 Alteration - Res. Kitchen, plus HVAC OR Fenestration	3.00	x \$136	= \$408	\$299	73%	\$408	100%
41 Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	3.42	x \$136	= \$465	\$341	73%	\$465	100%
42 Alteration - Res. Kitchen, plus 1 Bath	3.00	x \$136	= \$408	\$299	73%	\$408	100%
43 Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	3.42	x \$136	= \$465	\$341	73%	\$465	100%
44 Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration	3.42	x \$136	= \$465	\$341	73%	\$465	100%
45 Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration	3.83	x \$136	= \$522	\$382	73%	\$522	100%
46 Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND	3.83	x \$136	= \$522	\$341	65%	\$522	100%
47 Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND	4.25	x \$136	= \$579	\$412	71%	\$579	100%
48 Alteration/Remodel - Res. 1 Bath	1.75	x \$136	= \$238	\$157	66%	\$238	100%
49 Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	2.58	x \$136	= \$352	\$247	70%	\$352	100%
50 Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	3.00	x \$136	= \$408	\$299	73%	\$408	100%
51 Room Addition	6.00	x \$136	= \$817	\$463	57%	\$817	100%
52 Alteration/Remodel w/ Room Addition	8.50	x \$136	= \$1,157	\$950	82%	\$1,157	100%
53 Sign (Wall) - First	1.12	x \$136	= \$152	\$140	92%	\$152	100%
54 Sign (Wall) - Each Add'l	0.08	x \$136	= \$11	\$0	0%	\$11	100%
55 Sign (Monument) - First	1.78	x \$136	= \$243	\$249	103%	\$243	100%
56 Sign (Monument) - Each Add'l	0.17	x \$136	= \$23	\$0	0%	\$23	100%
57 Parking - Recoating and Restriping	1.37	x \$136	= \$186	\$115	62%	\$186	100%
58 Antenna - Telecommunications	3.45	x \$136	= \$470	\$518	110%	\$470	100%
59 Antenna - Equipment Shelter	1.53	x \$136	= \$209	\$222	106%	\$209	100%
60 Solar - Residential Systems	2.87	x \$136	= \$390	\$235	60%	\$390	100%

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

Fee Description	Cost of Service (Summary)			Cost Recovery Summary			
	Est. Labor Time (Hours)	Hourly Rate	Cost of Service	Current Fee Estimate	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
61 Solar - Commercial Systems	8.20	x \$136	= \$1,116	\$1,257	113%	\$1,000	90%
62 Demolition	1.33	x \$136	= \$182	\$113	62%	\$182	100%
63 Certificate of Occupancy - Temporary	0.62	x \$136	= \$84	\$39	46%	\$84	100%
64 Certificate of Occupancy	1.87	x \$136	= \$254	\$0	0%	\$254	100%
65 Miscellaneous/All Other - First Inspection	0.62	x \$136	= \$84	\$69	82%	\$84	100%
66 Miscellaneous/All Other - Each Add'l Inspection	0.42	x \$136	= \$57	\$44	78%	\$57	100%
67 Miscellaneous/All Other - Plan Check (Per Hr)	1.00	x \$136	= \$136	n/a	n/a	\$136	100%
68 Work Without Permit	1.20	x \$136	= \$163	n/a	n/a	\$163	100%
69 Re-Inspection - Missed Appointment	0.42	x \$136	= \$57	\$56	99%	\$57	100%
70 Additional Inspections	0.62	x \$136	= \$84	n/a	n/a	\$84	100%
71 Replacement Job Card	0.25	x \$136	= \$34	n/a	n/a	\$20	59%
72 Cancelled Permit Refund Processing Fee	0.50	x \$136	= \$68	n/a	n/a	\$20	29%
73 State Energy Form Assistance (Upon Request)	0.50	x \$136	= \$68	\$4	6%	\$4	6%
74 Building and Safety Appeal Application	1.00	x \$136	= \$136	n/a	n/a	\$136	100%
75 Alternate Materials Method Review (Per Hr)	1.00	x \$136	= \$136	n/a	n/a	\$136	100%
76 Inspection Outside of Normal Business Hours (Per Hr)	1.25	x \$136	= \$170	n/a	n/a	\$170	100%

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

** Examples of items included in this fee include post, beam, beamtail, raftertail, corbel, shearpnail, and truss repair/replacement.

*** Several of the fee categories shown are currently based on the estimated calculated value of the project for fee setting purposes. Consequently, current fees charged by the City may vary from the amounts shown in the column labeled "Current Fee Estimate".

City of Laguna Woods
 Building and Planning Services Fee Study
 Building - Cost of Service - New Construction & Non-Residential Tenant Improvements

Occupancy Classification	Fully-Burdened Hourly Rate	Threshold SqFt	Estimated Labor Hours			Cost of Service			Cost Recovery				
			Plan Check	Permit / Inspection	Total	Plan Check	Permit / Inspection	Total	Current Fee	Cost of Svc PC & Prmt Base Cost	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
1 Shell Building New Construction	\$136	500	7.50	7.50	15.00	\$1,021	\$1,021	\$2,042	n/a *	\$2,042	n/a *	\$2,042	100%
		2,000	10.13	12.38	22.50	\$1,378	\$1,685	\$3,063	n/a *	\$3,063	n/a *	\$3,063	100%
		5,000	13.50	16.50	30.00	\$1,838	\$2,246	\$4,084	n/a *	\$4,084	n/a *	\$4,084	100%
		10,000	16.88	20.63	37.50	\$2,297	\$2,808	\$5,105	n/a *	\$5,105	n/a *	\$5,105	100%
		20,000	20.00	30.00	50.00	\$2,723	\$4,084	\$6,807	n/a *	\$6,807	n/a *	\$6,807	100%
		> 20,000	varies	varies	varies	varies	varies	varies	varies	n/a *	deposit	100%	
2 Accessory/Utility (e.g. Private garage, gatehouse) New Construction		100	1.75	3.25	5.00	\$238	\$442	\$681	n/a *	\$681	n/a *	\$681	100%
		250	2.63	4.88	7.50	\$357	\$664	\$1,021	n/a *	\$1,021	n/a *	\$1,021	100%
		500	3.50	6.50	10.00	\$476	\$885	\$1,361	n/a *	\$1,361	n/a *	\$1,361	100%
		1,000	4.38	8.13	12.50	\$596	\$1,106	\$1,702	n/a *	\$1,702	n/a *	\$1,702	100%
		2,500	5.60	10.40	16.00	\$762	\$1,416	\$2,178	n/a *	\$2,178	n/a *	\$2,178	100%
		> 2,500	varies	varies	varies	varies	varies	varies	varies	n/a *	deposit	100%	
3 All Other New Construction		500	12.00	12.00	24.00	\$1,634	\$1,634	\$3,267	n/a *	\$3,267	n/a *	\$3,267	100%
		2,000	16.20	19.80	36.00	\$2,205	\$2,695	\$4,901	n/a *	\$4,901	n/a *	\$4,901	100%
		5,000	21.60	26.40	48.00	\$2,940	\$3,594	\$6,534	n/a *	\$6,534	n/a *	\$6,534	100%
		10,000	27.00	33.00	60.00	\$3,676	\$4,492	\$8,168	n/a *	\$8,168	n/a *	\$8,168	100%
		20,000	32.00	48.00	80.00	\$4,356	\$6,534	\$10,890	n/a *	\$10,890	n/a *	\$10,890	100%
		> 20,000	varies	varies	varies	varies	varies	varies	varies	n/a *	deposit	100%	
4 Tenant Improvements New Construction		250	1.40	2.60	4.00	\$191	\$354	\$545	n/a *	\$545	n/a *	\$545	100%
		500	2.10	3.90	6.00	\$286	\$531	\$817	n/a *	\$817	n/a *	\$817	100%
		1,000	2.80	5.20	8.00	\$381	\$708	\$1,089	n/a *	\$1,089	n/a *	\$1,089	100%
		2,500	3.50	6.50	10.00	\$476	\$885	\$1,361	n/a *	\$1,361	n/a *	\$1,361	100%
		5,000	4.64	8.61	13.25	\$631	\$1,172	\$1,804	n/a *	\$1,804	n/a *	\$1,804	100%
		> 5,000	varies	varies	varies	varies	varies	varies	varies	n/a *	deposit	100%	

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

Calculation of the Costs of Providing Fee Related Services

Planning

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

Fee Description	Cost of Service (Summary)			Volume and Revenue Statistics			
	Est. Labor Time (Hours)	Targeted Hourly Rate	Cost of Service	Current Fee	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Modified Cost Recovery
Fixed Fee Services							
1 Change Plan	9.50	x \$148	= \$1,406	\$310	Flat	\$1,406	Flat
2 Community Facilities Yearly Sign Permit	0.50	x \$148	= \$74	\$39	Flat	\$74	Flat
3 Film Permit	4.00	x \$148	= \$592	\$39	Flat	\$592	Flat
4 Med. Marijuana Dispensary Permit - Renewal	12.50	x \$148	= \$1,850	\$800	Flat	\$1,850	Flat
5 Notice of Exemption **	2.00	x \$148	= \$296	County **	Flat	\$296 + **	Flat
6 Outdoor Seating Permit	2.50	x \$148	= \$370	\$39	Flat	\$370	Flat
7 Sign Permit - Part of Sign Program	0.50	x \$148	= \$74	\$39	Flat	\$74	Flat
8 Sign Permit - Permanent	2.00	x \$148	= \$296	\$39	Flat	\$296	Flat
9 Sign Permit - Temporary	0.50	x \$148	= \$74	\$39	Flat	\$74	Flat
10 Special Event Permit	2.00	x \$148	= \$296	\$39	Flat	\$296	Flat
11 Temporary Use Permit	4.00	x \$148	= \$592	\$39	Flat	\$592	Flat
12 Tree Removal Permit	1.50	x \$148	= \$222	\$39	Flat	\$222	Flat
13 Zoning Letter	1.25	x \$148	= \$185	\$105	Flat	\$185	Flat
14 Appeal (City Council)	14.50	x \$148	= \$2,146	\$245-\$650	Flat	\$500	Flat
Deposit-Based Fee Services							
15 Conditional Use Permit	28.75	x \$148	= \$4,255	\$2,000	Deposit	\$4,000	Deposit
16 Development Agreement	133.50	x \$148	= \$19,758	\$5,000	Deposit	\$10,000	Deposit
17 Environmental Impact Report	varies	x \$148	= varies	\$7,500	Deposit	\$10,000	Deposit
18 General Plan or Zoning Code Amendment	131.50	x \$148	= \$19,462	\$5,000	Deposit	\$10,000	Deposit
19 Initial Study/Neg. Dec./Mitigated Neg Dec.	varies	x \$148	= varies	\$4,000	Deposit	\$5,000	Deposit
20 Med. Marijuana Dispensary Permit - Initial	29.50	x \$148	= \$4,366	\$1,600	Flat	\$4,000	Deposit
21 Sign Program	19.00	x \$148	= \$2,812	\$2,000	Deposit	\$2,500	Deposit
22 Site Development Permit	28.00	x \$148	= \$4,144	\$2,000	Deposit	\$4,000	Deposit
23 Specific Plan	133.50	x \$148	= \$19,758	\$2,000	Deposit	\$10,000	Deposit
24 Variance	25.00	x \$148	= \$3,700	\$2,000	Deposit	\$3,500	Deposit
25 Zone Change	116.50	x \$148	= \$17,242	\$5,000	Deposit	\$10,000	Deposit
26 Other Services Not Identified	varies	x \$148	= varies	varies	Per Hr	\$148	Per Hr

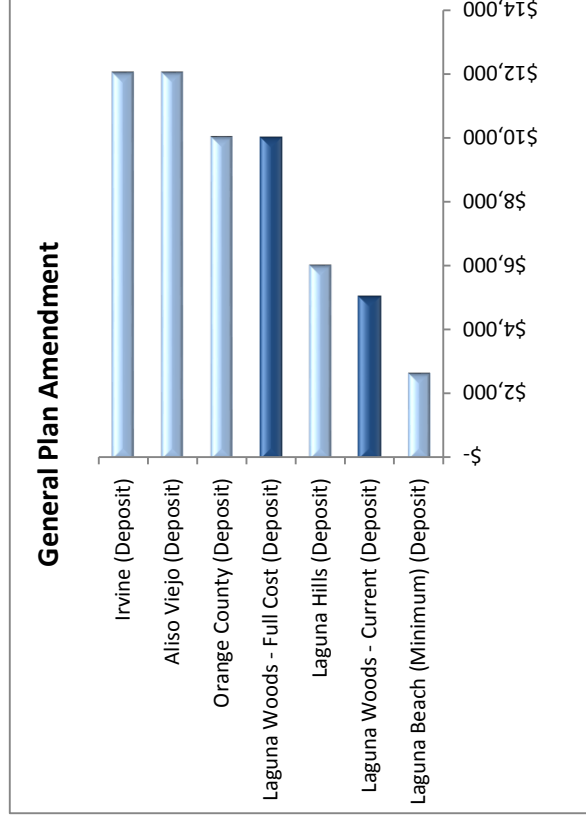
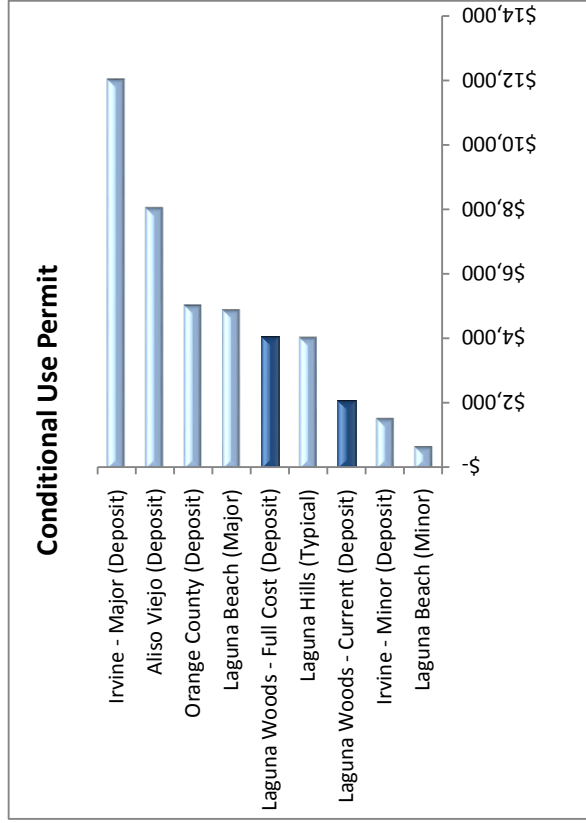
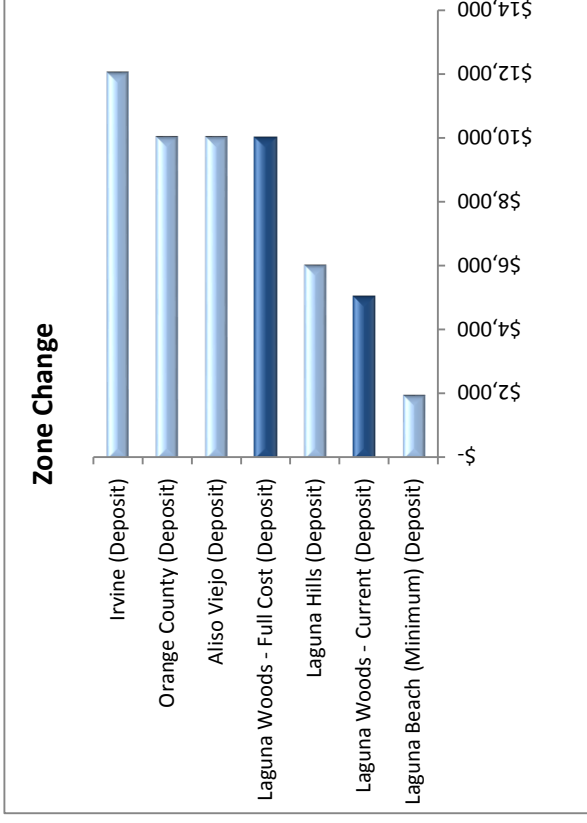
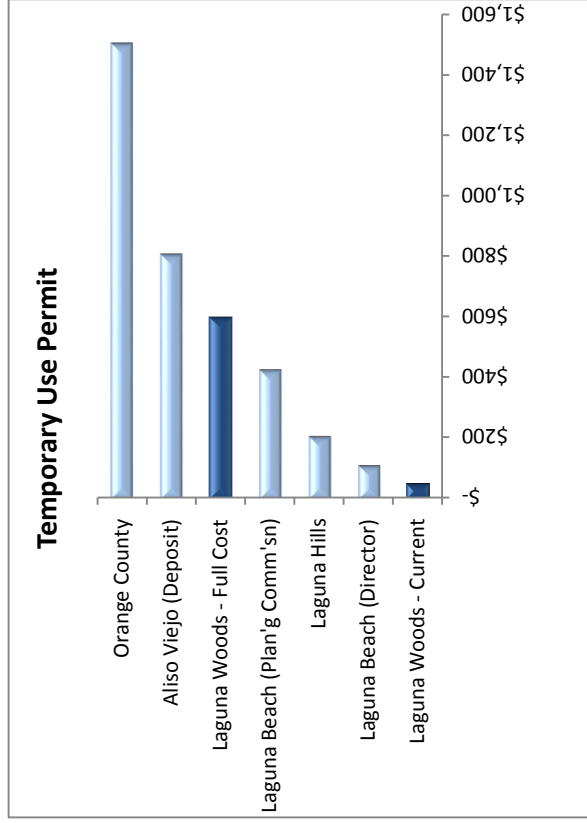
* Film permit fee applies for major filming (production)

** Notice of Exemption fee includes a pass-through of any County filing fees.

*** For deposit amounts, revenue at current fee assumes \$95 billing rate with a 40% citywide overhead rate, multiplied by estimated project hours and annual volume.

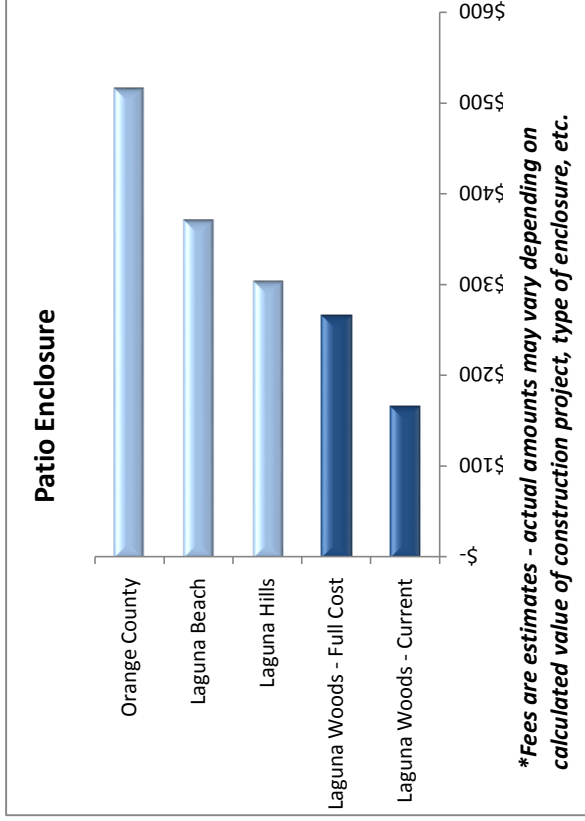
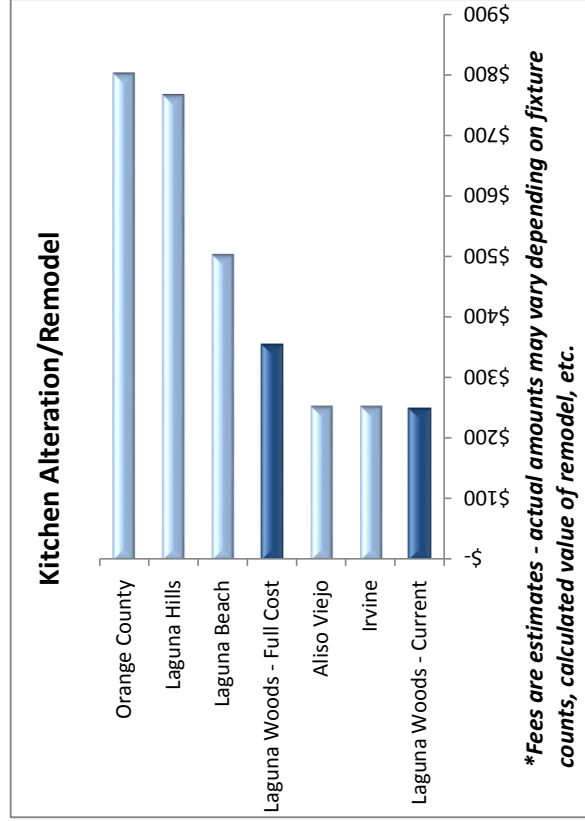
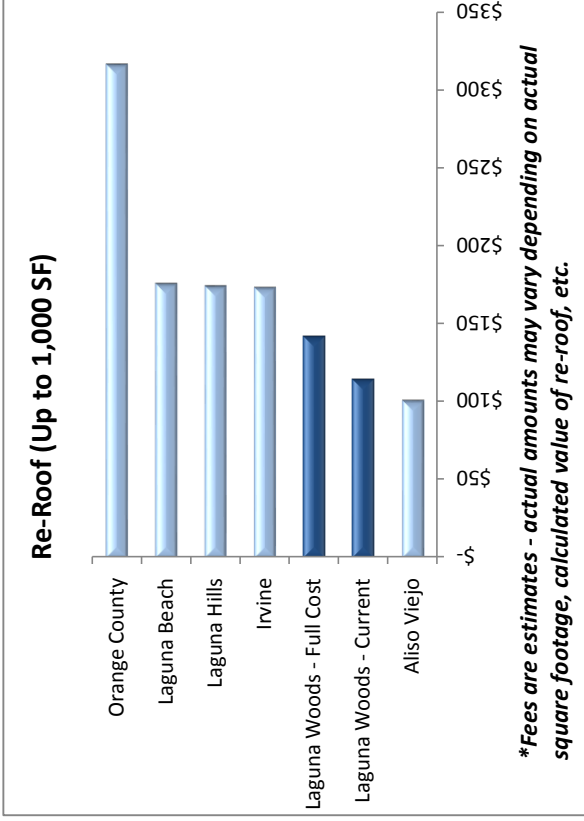
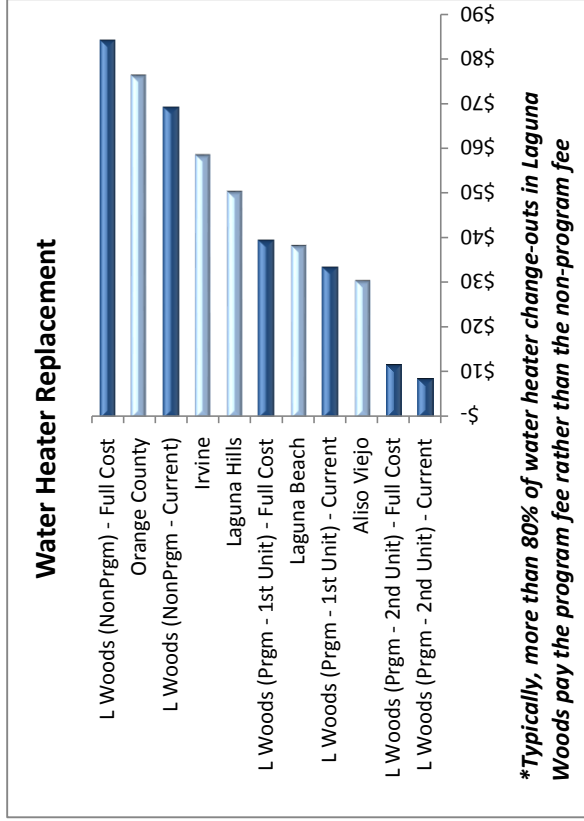
Regional Fee Comparison

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



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

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



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

Working Version of the Master Fee Schedule

City of Laguna Woods

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

Fee Description		* Est. Current Fee	Est. Cost of Service	Current Cost Recovery	*** Modified Fee Assuming Full or Targeted Cost Recovery	Increase (Decrease) Amount	Modified Cost Recovery	Notes
1	Water Heater Change Out (Non-Program)	\$69	\$84	82%	\$84	\$15	100%	
2	Water Heater Change Out (Program) - First Unit	\$33	\$39	86%	\$39	\$6	100%	[a]
3	Water Heater Change Out (Program) - Each Add'l Unit	\$8	\$11	71%	\$11	\$3	100%	[a]
4	Water Heater Relocation	\$113	\$141	80%	\$141	\$28	100%	
5	Dishwasher Change Out	\$69	\$84	82%	\$84	\$15	100%	
6	Tub to Tub Insert Only	\$113	\$141	80%	\$141	\$28	100%	
7	Tub to Tub Tile Back Only	\$157	\$197	80%	\$197	\$40	100%	
8	Shower to Shower Insert Only	\$113	\$141	80%	\$141	\$28	100%	
9	Shower to Shower Tile Only	\$201	\$254	79%	\$254	\$53	100%	
10	Tub to Shower Only	\$201	\$254	79%	\$254	\$53	100%	
11	Water/Drain Line (Install/Alter/Repair) w/out Structural	\$69	\$84	82%	\$84	\$15	100%	
12	Water/Drain Line (Install/Alter/Repair) with Structural	\$157	\$238	66%	\$238	\$81	100%	
13	Line Repair (CIPP)/Svc Install - First 30 LF	\$69	\$84	82%	\$84	\$15	100%	
14	Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$44	\$57	78%	\$57	\$13	100%	
15	New HVAC (Central System) - Residential	\$113	\$141	80%	\$141	\$28	100%	
16	New HVAC (All Others) - Residential	\$69	\$84	82%	\$84	\$15	100%	
17	HVAC Change Out - Residential	\$113	\$141	80%	\$141	\$28	100%	
18	Electrical - Fixtures and Receptacles	\$69	\$84	82%	\$84	\$15	100%	
19	Washer/Dryer Hook Up	\$69	\$112	61%	\$112	\$43	100%	
20	Electrical Wheelchair Lift	\$765	\$413	185%	\$413	(\$352)	100%	
21	Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$113	\$141	80%	\$141	\$28	100%	[b]
22	Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF *	\$23	\$27	83%	\$27	\$5	100%	[b]
23	Re-Roof (All Other) - First 1,000 SF	\$113	\$141	80%	\$141	\$28	100%	[b]
24	Re-Roof (All Other) - Each Add'l 5,000 SF *	\$23	\$27	83%	\$27	\$5	100%	[b]
25	Fenestration - Skylights/Solartubes	\$69	\$182	38%	\$182	\$113	100%	
26	Fenestration - Doors/Windows	\$113	\$210	54%	\$210	\$97	100%	
27	Structural/Drywall	\$69	\$125	55%	\$125	\$56	100%	
28	Structural, Insulation	\$113	\$182	62%	\$182	\$69	100%	
29	Lath	\$113	\$182	62%	\$182	\$69	100%	
30	Structural, Insulation, Lath	\$186	\$295	63%	\$295	\$109	100%	
31	Structural, Insulation, Shear, Lath	\$241	\$488	49%	\$488	\$247	100%	
32	Framing/Structural - 1 inspection **	\$98	\$261	37%	\$261	\$163	100%	
33	Framing/Structural - 2 inspections **	\$142	\$318	45%	\$318	\$176	100%	
34	Framing/Structural - 3 inspections **	\$186	\$374	50%	\$374	\$189	100%	
35	Temporary Shade Structure (Commercial)	\$267	\$220	121%	\$220	(\$47)	100%	
36	Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$98	\$175	56%	\$175	\$77	100%	
37	Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$165	\$265	62%	\$265	\$100	100%	
38	Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$467	\$441	106%	\$441	(\$26)	100%	
39	Alteration - Residential (Res.) Kitchen	\$247	\$352	70%	\$352	\$104	100%	
40	Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$299	\$408	73%	\$408	\$109	100%	
41	Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$341	\$465	73%	\$465	\$124	100%	
42	Alteration - Res. Kitchen, plus 1 Bath	\$299	\$408	73%	\$408	\$109	100%	

City of Laguna Woods								
Working Version of the Schedule of Building Fees - Mechanical, Electrical, Plumbing, and Miscellaneous Items								
Fee Description	* Est. Current Fee	Est. Cost of Service	Current Cost Recovery	*** Modified Fee Assuming Full or Targeted Cost Recovery	Increase (Decrease) Amount	Modified Cost Recovery	Notes	
43	Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$341	\$465	73%	\$465	\$124	100%	
44	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration	\$341	\$465	73%	\$465	\$124	100%	
45	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration	\$382	\$522	73%	\$522	\$140	100%	
46	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$341	\$522	65%	\$522	\$181	100%	
47	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	\$412	\$579	71%	\$579	\$166	100%	
48	Alteration/Remodel - Res. 1 Bath	\$157	\$238	66%	\$238	\$81	100%	
49	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$247	\$352	70%	\$352	\$104	100%	
50	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$299	\$408	73%	\$408	\$109	100%	
51	Room Addition	\$463	\$817	57%	\$817	\$353	100%	
52	Alteration/Remodel w/ Room Addition	\$950	\$1,157	82%	\$1,157	\$207	100%	
53	Sign (Wall) - First	\$140	\$152	92%	\$152	\$12	100%	
54	Sign (Wall) - Each Add'l	\$0	\$11	0%	\$11	\$11	100%	
55	Sign (Monument) - First	\$249	\$243	103%	\$243	(\$6)	100%	
56	Sign (Monument) - Each Add'l	\$0	\$23	0%	\$23	\$23	100%	
57	Parking - Recoating and Restriping	\$115	\$186	62%	\$186	\$71	100%	
58	Antenna - Telecommunications	\$518	\$470	110%	\$470	(\$48)	100%	
59	Antenna - Equipment Shelter	\$222	\$209	106%	\$209	(\$13)	100%	
60	Solar - Residential Systems	\$235	\$390	60%	\$390	\$155	100%	
61	Solar - Commercial Systems	\$1,257	\$1,116	113%	\$1,000	(\$257)	90%	
62	Demolition	\$113	\$182	62%	\$182	\$69	100%	
63	Certificate of Occupancy - Temporary	\$39	\$84	46%	\$84	\$45	100%	
64	Certificate of Occupancy	\$0	\$254	0%	\$254	\$254	100%	
65	Miscellaneous/All Other - First Inspection	\$69	\$84	82%	\$84	\$15	100%	
66	Miscellaneous/All Other - Each Add'l Inspection	\$44	\$57	78%	\$57	\$13	100%	
67	Miscellaneous/All Other - Plan Check (Per Hr)	n/a	\$136	n/a	\$136	n/a	100%	
68	Work Without Permit	n/a	\$163	n/a	\$163	n/a	100%	
69	Re-Inspection - Missed Appointment	\$56	\$57	99%	\$57	\$1	100%	
70	Additional Inspections	n/a	\$84	n/a	\$84	n/a	100%	
71	Replacement Job Card	n/a	\$34	n/a	\$20	n/a	59%	
72	Cancelled Permit Refund Processing Fee	n/a	\$68	n/a	\$20	n/a	29%	
73	State Energy Form Assistance (Upon Request)	\$4	\$68	6%	\$4	\$0	6%	[c]
74	Building and Safety Appeal Application	n/a	\$136	n/a	\$136	n/a	100%	
75	Alternate Materials Method Review (Per Hr)	n/a	\$136	n/a	\$136	n/a	100%	
76	Inspection Outside of Normal Business Hours (Per Hr)	n/a	\$170	n/a	\$170	n/a	100%	

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

[a] Photo inspection.

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

[c] Fee is per page.

* Several of the fee categories shown are currently based on the estimated calculated value of the project for fee setting purposes. Consequently, current fees charged by the City may vary from the amounts shown in the column labeled "Est. Current Fee".

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

City of Laguna Woods

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

Construction Class		SqFt	* Current Fee	Est. Cost of Svc	Current Cost Recovery	** Modified Fee Assuming Full or Targeted Cost Recovery	Increase (Decrease) Amount	Modified Cost Recovery
1	Shell Building New Construction	500	varies *	\$2,042	varies	\$2,042	varies	100%
		2,000	varies *	\$3,063	varies	\$3,063	varies	100%
		5,000	varies *	\$4,084	varies	\$4,084	varies	100%
		10,000	varies *	\$5,105	varies	\$5,105	varies	100%
		20,000	varies *	\$6,807	varies	\$6,807	varies	100%
		> 20,000	varies *	varies	varies	deposit	varies	100%
2	Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	varies *	\$681	varies	\$681	varies	100%
		250	varies *	\$1,021	varies	\$1,021	varies	100%
		500	varies *	\$1,361	varies	\$1,361	varies	100%
		1,000	varies *	\$1,702	varies	\$1,702	varies	100%
		2,500	varies *	\$2,178	varies	\$2,178	varies	100%
		> 2,500	varies *	varies	varies	deposit	varies	100%
3	All Other New Construction	500	varies *	\$3,267	varies	\$3,267	varies	100%
		2,000	varies *	\$4,901	varies	\$4,901	varies	100%
		5,000	varies *	\$6,534	varies	\$6,534	varies	100%
		10,000	varies *	\$8,168	varies	\$8,168	varies	100%
		20,000	varies *	\$10,890	varies	\$10,890	varies	100%
		> 20,000	varies *	varies	varies	deposit	varies	100%
4	Tenant Improvements New Construction	250	varies *	\$545	varies	\$545	varies	100%
		500	varies *	\$817	varies	\$817	varies	100%
		1,000	varies *	\$1,089	varies	\$1,089	varies	100%
		2,500	varies *	\$1,361	varies	\$1,361	varies	100%
		5,000	varies *	\$1,804	varies	\$1,804	varies	100%
		> 5,000	varies *	varies	varies	deposit	varies	100%

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

* Current fee based on calculated project value for permit fee calculation purposes.

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

Fee Description		Est. Current Fee	Est. Cost of Service	Current Cost Recovery	Modified Fee Assuming Full or Targeted Cost Recovery	Increase (Decrease) Amount	Modified Cost Recovery
Fixed Fee Services							
1	Change Plan	\$310	\$1,406	22%	\$1,406	\$1,096	100%
2	Community Facilities Yearly Sign Permit	\$39	\$74	53%	\$74	\$35	100%
3	Film Permit	\$39	\$592	7%	\$592	\$553	100%
4	Med. Marijuana Dispensary Permit - Renewal	\$800	\$1,850	43%	\$1,850	\$1,050	100%
5	Notice of Exemption **	County **	\$296	n/a	\$296 + **	\$296	100%
6	Outdoor Seating Permit	\$39	\$370	11%	\$370	\$331	100%
7	Sign Permit - Part of Sign Program	\$39	\$74	53%	\$74	\$35	100%
8	Sign Permit - Permanent	\$39	\$296	13%	\$296	\$257	100%
9	Sign Permit - Temporary	\$39	\$74	53%	\$74	\$35	100%
10	Special Event Permit	\$39	\$296	13%	\$296	\$257	100%
11	Temporary Use Permit	\$39	\$592	7%	\$592	\$553	100%
12	Tree Removal Permit	\$39	\$222	18%	\$222	\$183	100%
13	Zoning Letter	\$105	\$185	57%	\$185	\$80	100%
14	Appeal (City Council)	\$245-\$650	\$2,146	21%	\$500	varies	23%

Fee Description		Current Initial Deposit	Est. Cost of Service	Current Cost Recovery	Modified Deposit ***	Increase (Decrease)	Modified Cost Recovery
Deposit-Based Fee Services							
15	Conditional Use Permit	\$2,000	\$4,255	100%	\$4,000	varies	100%
16	Development Agreement	\$5,000	\$19,758	100%	\$10,000	varies	100%
17	Environmental Impact Report	\$7,500	varies	100%	\$10,000	varies	100%
18	General Plan or Zoning Code Amendment	\$5,000	\$19,462	100%	\$10,000	varies	100%
19	Initial Study/Neg. Dec./Mitigated Neg Dec.	\$4,000	varies	100%	\$5,000	varies	100%
20	Med. Marijuana Dispensary Permit - Initial	\$1,600	\$4,366	37%	\$4,000	varies	100%
21	Sign Program	\$2,000	\$2,812	100%	\$2,500	varies	100%
22	Site Development Permit	\$2,000	\$4,144	100%	\$4,000	varies	100%
23	Specific Plan	\$2,000	\$19,758	100%	\$10,000	varies	100%
24	Variance	\$2,000	\$3,700	100%	\$3,500	varies	100%
25	Zone Change	\$5,000	\$17,242	100%	\$10,000	varies	100%
26	Other Application/Permit Types Not Identified In this Schedule	varies	varies	100%	varies	varies	100%

*** For deposit-based fees, the City intends to recover 100% of the costs of service including the actual costs of any contract service providers and internal City support. The typical billed hourly rate for deposit-based services, including estimated city support, will be \$134. Occasionally, consulting staff members performing application review may bill at rates exceeding the typical hourly rate. In these circumstances, the applicant will be responsible for paying any hourly consulting costs incurred, in excess of \$134 per hour. For example, if the City receives a bill for services at \$180 per hour, the applicant will be responsible for paying this amount. This is intended to ensure the City recovers the actual costs to the jurisdiction for the use of contract service providers performing as-needed applicant project review services.

* Film permit fee applies for major filming (production).

** Proposed notice of exemption fee includes a pass-through of any County filing fees.

Master Fee Schedule

City of Laguna Woods

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

Fee Description	Fee Assuming Full or Targeted Cost Recovery *	Notes
1 Water Heater Change Out (Non-Program)	\$84	
2 Water Heater Change Out (Program) - First Unit	\$39	[a]
3 Water Heater Change Out (Program) - Each Add'l Unit	\$11	[a]
4 Water Heater Relocation	\$141	
5 Dishwasher Change Out	\$84	
6 Tub to Tub Insert Only	\$141	
7 Tub to Tub Tile Back Only	\$197	
8 Shower to Shower Insert Only	\$141	
9 Shower to Shower Tile Only	\$254	
10 Tub to Shower Only	\$254	
11 Water/Drain Line (Install/Alter/Repair) w/out Structural	\$84	
12 Water/Drain Line (Install/Alter/Repair) with Structural	\$238	
13 Line Repair (CIPP)/Svc Install - First 30 LF	\$84	
14 Line Repair (CIPP)/Svc Install - Each Add'l 30 LF	\$57	
15 New HVAC (Central System) - Residential	\$141	
16 New HVAC (All Others) - Residential	\$84	
17 HVAC Change Out - Residential	\$141	
18 Electrical - Fixtures and Receptacles	\$84	
19 Washer/Dryer Hook Up	\$112	
20 Electrical Wheelchair Lift	\$413	
21 Re-Roof (Tile, Single-Ply) - First 1,000 SF	\$141	[b]
22 Re-Roof (Tile, Single-Ply) - Each Add'l 1,000 SF *	\$27	[b]
23 Re-Roof (All Other) - First 1,000 SF	\$141	[b]
24 Re-Roof (All Other) - Each Add'l 5,000 SF *	\$27	[b]
25 Fenestration - Skylights/Solartubes	\$182	
26 Fenestration - Doors/Windows	\$210	
27 Structural/Drywall	\$125	
28 Structural, Insulation	\$182	
29 Lath	\$182	
30 Structural, Insulation, Lath	\$295	
31 Structural, Insulation, Shear, Lath	\$488	
32 Framing/Structural - 1 inspection **	\$261	
33 Framing/Structural - 2 inspections **	\$318	
34 Framing/Structural - 3 inspections **	\$374	
35 Temporary Shade Structure (Commercial)	\$220	
36 Patio/Balcony Cover/Enclosure - Standard, Open, Pre-Engineered	\$175	
37 Patio/Balcony Cover/Enclosure - Standard, Enclosed, Pre-Engineered	\$265	
38 Patio/Balcony Cover/Enclosure - Site Specific Engineering	\$441	
39 Alteration - Residential (Res.) Kitchen	\$352	
40 Alteration - Res. Kitchen, plus HVAC OR Fenestration	\$408	
41 Alteration - Res. Kitchen, plus HVAC AND Fenestration/Other	\$465	
42 Alteration - Res. Kitchen, plus 1 Bath	\$408	
43 Alteration - Res. Kitchen, plus 2+ Bath (Includes bathroom splits)	\$465	

City of Laguna Woods

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

Fee Description	Fee Assuming Full or Targeted Cost Recovery *	Notes	
44	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC OR Fenestration	\$465	
45	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC OR Fenestration	\$522	
46	Alteration - Res. Kitchen, plus 1 Bath, plus HVAC AND Fenestration/Other	\$522	
47	Alteration - Res. Kitchen, plus 2+ Bath, plus HVAC AND Fenestration/Other	\$579	
48	Alteration/Remodel - Res. 1 Bath	\$238	
49	Alteration/Remodel - Res. 2+ Baths (includes bathroom splits)	\$352	
50	Alteration - Res. 2+ Baths (incl. split), plus HVAC/Other	\$408	
51	Room Addition	\$817	
52	Alteration/Remodel w/ Room Addition	\$1,157	
53	Sign (Wall) - First	\$152	
54	Sign (Wall) - Each Add'l	\$11	
55	Sign (Monument) - First	\$243	
56	Sign (Monument) - Each Add'l	\$23	
57	Parking - Recoating and Restriping	\$186	
58	Antenna - Telecommunications	\$470	
59	Antenna - Equipment Shelter	\$209	
60	Solar - Residential Systems	\$390	
61	Solar - Commercial Systems	\$1,000	
62	Demolition	\$182	
63	Certificate of Occupancy - Temporary	\$84	
64	Certificate of Occupancy	\$254	
65	Miscellaneous/All Other - First Inspection	\$84	
66	Miscellaneous/All Other - Each Add'l Inspection	\$57	
67	Miscellaneous/All Other - Plan Check (Per Hr)	\$136	
68	Work Without Permit	\$163	
69	Re-Inspection - Missed Appointment	\$57	
70	Additional Inspections	\$84	
71	Replacement Job Card	\$20	
72	Cancelled Permit Refund Processing Fee	\$20	
73	State Energy Form Assistance (Upon Request)	\$4	[c]
74	Building and Safety Appeal Application	\$136	
75	Alternate Materials Method Review (Per Hr)	\$136	
76	Inspection Outside of Normal Business Hours (Per Hr)	\$170	

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

[a] Photo inspection.

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

[c] Fee is per page.

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

City of Laguna Woods

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

Description	Project Size Threshold	Plan Check		Permit		Total	
		Base Fee Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Base Fee Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF	Base Fee Assuming Full or Targeted Cost Recovery	Fee Per Add'l 100 SF
1 Shell Building New Construction	500	\$1,021	\$23.82	\$1,021	\$44.24	\$2,042	\$68.07
	2,000	\$1,378	\$15.31	\$1,685	\$18.72	\$3,063	\$34.03
	5,000	\$1,838	\$9.19	\$2,246	\$11.23	\$4,084	\$20.42
	10,000	\$2,297	\$4.25	\$2,808	\$12.76	\$5,105	\$17.02
	20,000	\$2,723	varies	\$4,084	varies	\$6,807	varies
	> 20,000	varies		varies		varies	
2 Accessory/Utility (e.g. Private garage, gatehouse) New Construction	100	\$238	\$79.41	\$442	\$147.48	\$681	\$226.89
	250	\$357	\$47.65	\$664	\$88.49	\$1,021	\$136.13
	500	\$476	\$23.82	\$885	\$44.24	\$1,361	\$68.07
	1,000	\$596	\$11.12	\$1,106	\$20.65	\$1,702	\$31.76
	2,500	\$762	varies	\$1,416	varies	\$2,178	varies
	> 2,500	varies		varies		varies	
3 All Other New Construction	500	\$1,634	\$38.12	\$1,634	\$70.79	\$3,267	\$108.90
	2,000	\$2,205	\$24.50	\$2,695	\$29.95	\$4,901	\$54.45
	5,000	\$2,940	\$14.70	\$3,594	\$17.97	\$6,534	\$32.67
	10,000	\$3,676	\$6.81	\$4,492	\$20.42	\$8,168	\$27.23
	20,000	\$4,356	varies	\$6,534	varies	\$10,890	varies
	> 20,000	varies		varies		varies	
4 Tenant Improvements New Construction	250	\$191	\$38.12	\$354	\$70.79	\$545	\$108.90
	500	\$286	\$19.06	\$531	\$35.39	\$817	\$54.45
	1,000	\$381	\$6.35	\$708	\$11.80	\$1,089	\$18.15
	2,500	\$476	\$6.19	\$885	\$11.50	\$1,361	\$17.70
	5,000	\$631	varies	\$1,172	varies	\$1,804	varies
	> 5,000	varies		varies		varies	

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

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

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

City of Laguna Woods
Schedule of Planning Fees

Fee Description		Fee Assuming Full or Targeted Cost Recovery	Notes
Fixed Fee Services			
1	Change Plan	\$1,406	
2	Community Facilities Yearly Sign Permit	\$74	
3	Film Permit	\$592	[a]
4	Med. Marijuana Dispensary Permit - Renewal	\$1,850	
5	Notice of Exemption **	\$296 + **	[b]
6	Outdoor Seating Permit	\$370	
7	Sign Permit - Part of Sign Program	\$74	
8	Sign Permit - Permanent	\$296	
9	Sign Permit - Temporary	\$74	
10	Special Event Permit	\$296	
11	Temporary Use Permit	\$592	
12	Tree Removal Permit	\$222	
13	Zoning Letter	\$185	
14	Appeal (City Council)	\$500	

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

* For deposit-based fees, the City intends to recover 100% of the costs of service including the actual costs of any contract service providers and internal City support. The typical billed hourly rate for deposit-based services, including estimated city support, will be \$134. Occasionally, consulting staff members performing application review may bill at rates exceeding the typical hourly rate. In these circumstances, the applicant will be responsible for paying any hourly consulting costs incurred, in excess of \$134 per hour. For example, if the City receives a bill for services at \$180 per hour, the applicant will be responsible for paying this amount. This is intended to ensure the City recovers the actual costs to the jurisdiction for the use of contract service providers performing as-needed applicant project review services.

[a] Film permit fee applies for major filming (production).
 [b] Proposed notice of exemption fee includes a pass-through of any County filing fees.