

AGENDA of THE LAGUNA WOODS CITY COUNCIL

**Regular Meeting
March 21, 2012
2:00 P.M.**

**Council Chambers
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, CA 92637**

AGENDA DESCRIPTION: The Agenda descriptions are intended to give notice, to members of the public, of a general summary of items of business to be transacted or discussed. The listed Recommended Action represents staff or a particular Committee's recommendation. The City Council may take any action, which it deems to be appropriate on the agenda item and is not limited in any way by the recommended action. Any person wishing to address the City Council on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form available at the door. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. Whenever possible, lengthy testimony should be presented to the City Council in writing (8 copies) and only pertinent points presented orally. Requests to speak to items on the agenda shall be heard at the appropriate point on the agenda; requests to speak about subjects not on the agenda will be heard during the Public Comment section of the meeting.

- I. CALL TO ORDER**
- II. FLAG SALUTE**
- III. ROLL CALL**

COUNCILMEMBERS: Hack Rhodes Robbins
 Ring, Mayor Pro Tem Conners, Mayor

IV. PRESENTATIONS

None

V. CITY COMMENDATIONS AND PROCLAMATIONS

5.1 Certificate of Commendation – Investigator Barth Massey

5.2 Proclamation – National Parkinson’s Awareness Month, April 2012

5.3 Proclamation – National Donate Life Month, April 2012

VI. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

6.1 City Council Minutes

RECOMMENDED ACTION: Approve the minutes from the February 15, 2012 regular meeting.

6.2 Approve the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

6.3 Treasurer’s Report

RECOMMENDED ACTION: Receive and File the February 2012 monthly Treasurer’s Report.

6.4 Warrant Register

RECOMMENDED ACTION: Approve the March 21, 2012 Warrant Register in the amount of \$376,458.45.

6.5 Sign Regulations

RECOMMENDED ACTION: Adopt an ordinance modifying existing sign regulations, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS,
CALIFORNIA, AMENDING CHAPTER 13.20 OF THE
LAGUNA WOODS MUNICIPAL CODE PERTAINING TO
SIGN REGULATIONS

6.6 Claims for Money and Damages

RECOMMENDED ACTION: Adopt an ordinance modifying existing procedures for filing a claim with the City, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LAGUNA WOODS, CALIFORNIA, AMENDING
SECTION 3.04.010 OF THE LAGUNA WOODS
MUNICIPAL CODE REGARDING CLAIMS AGAINST THE
CITY

6.7 City Attorney

RECOMMENDED ACTION: Approve an agreement with the law firm of Rutan & Tucker, for the continued provision of city attorney services through June 30, 2013.

6.8 City Hall HVAC Project

RECOMMENDED ACTION: Award a contract to Allied Mechanical Air Systems, Inc. in the amount of \$9,294, plus authorized change orders not to exceed 10% of the base amount; and authorize the City Manager to execute a contract and approve change orders, subject to approval of the contract as to form by the City Attorney.

6.9 City Hall HVAC Electrical Connections

RECOMMENDED ACTION: Award a contract to American Electric Company in the amount of \$7,085, plus authorized change orders not to exceed 15% of the base amount; and authorize the City Manager to execute a contract and approve change orders, subject to approval of the contract as to form by the City Attorney.

6.10 El Toro Road/Aliso Creek Road Project, Phase II

RECOMMENDED ACTION:

A. Approve Amendment No. 1 to Orange County Transportation Authority (OCTA) Cooperative Agreement No. C-1-2628 for the El Toro Road/Aliso Creek Road Project, Phase II, subject to approval as to form by the City Attorney.

B. Approve an agreement with the City of Laguna Beach for construction of the El Toro Road/Aliso Creek Road Project, Phase II; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.11 State-Local Partnership Program funding for Moulton Smart Street Project, Phase II

RECOMMENDED ACTION: Approve an agreement with the Orange County Transportation Authority and the County of Orange for State-Local Partnership Program funding for the Moulton Smart Street Project, Phase II; and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.12 Pedestrian and Landscape Maintenance Easement: City Centre Park

RECOMMENDED ACTION: Approve a pedestrian and landscape maintenance easement for the portion of City Centre Park owned by the Ayres Hotel; and direct the City Clerk to have the easement recorded.

VII. PUBLIC HEARINGS

7.1 Construction and Demolition Regulations

RECOMMENDED ACTION:

- A. Receive Staff Report
- B. Open Public Hearing
- C. Receive Public Comment
- D. Close Public Hearing
- E. Introduce and approve first reading of an ordinance pertaining to construction and demolition materials management, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS,
CALIFORNIA, AMENDING CHAPTER 4.24 OF THE
LAGUNA WOODS MUNICIPAL CODE PERTAINING TO
CONSTRUCTION AND DEMOLITION MATERIALS
MANAGEMENT

VIII. CITY COUNCIL

8.1 Calendar Year 2012 Meeting Schedule

RECOMMENDED ACTION: Adopt a meeting schedule for the balance of the calendar year.

IX. CITY MANAGER

9.1 Polystyrene Ban

RECOMMENDED ACTION: Discuss and give direction to staff.

9.2 Ticket Distribution Policy

RECOMMENDED ACTION: Approve a resolution enacting a ticket and pass distribution policy, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A POLICY FOR THE DISTRIBUTION OF TICKETS AND/OR PASSES TO CONFORM WITH SECTION 18944.1 OF TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS, AS AMENDED BY THE FAIR POLITICAL PRACTICES COMMISSION

X. COMMITTEE REPORTS

- 10.1 Transportation Corridor Agencies (Councilmember Hack)
- 10.2 Orange County Library Board (Councilmember Robbins)
- 10.3 Orange County Fire Authority (Councilmember Rhodes)
- 10.4 Southern California Water Committee (Councilmember Hack)
- 10.5 Coastal Greenbelt Authority (Mayor Connors)
- 10.6 Laguna Canyon Foundation (Councilmember Rhodes)
- 10.7 Vector Control District Board (Councilmember Robbins)

XI. PUBLIC COMMENTS

XII. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

- 12.1 Reports on Meetings Attended per Government Code §53232.3

State law requires Councilmembers to provide a report on all meetings or events they attend for which the City pays fees, travel or other expenses. These are informational reports and no action is taken on the item.

- A. Water Advisory Committee of Orange County, March 2, 2012 – Councilmember Hack

- 12.2 Other Meetings, Comments and Announcements

XIII. CLOSED SESSION

None

XV. ADJOURNMENT

The meeting will be adjourned to a meeting of the City Council at 2:00 p.m. on Wednesday, April 18, 2012 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

AMERICANS WITH DISABILITIES ACT: In compliance with Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk at (949) 639-0500 (Voice) or, TDD (949) 639-0535 or the California Relay Service at (800) 735-2929 if you have a TDD or (800) 735-2922 if you do not have a TDD. Notification 48 hours prior to the meeting should enable the City to make reasonable arrangements to assure accessibility to the meeting.

AGENDA: The City Council agenda and agenda back-up materials are available from the Office of the City Clerk, after 4:30 p.m., on the Friday prior to the City Council meeting. The office of the City Clerk is located at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Copies of the agenda are provided at no cost. Agenda back-up materials are available at City Hall for inspection and copies are available at no charge prior to the meeting. A per page copy cost does apply after the meeting. If you wish to be added to the e-mail or regular mail list to receive a copy of the agenda, a request must be made to the City Clerk in writing. Copies of the agenda are mailed only if stamped, self-addressed envelopes are provided. The City of Laguna Woods mailing address is 24264 El Toro Road, Laguna Woods, CA 92637. Phone: (949) 639-0500, FAX (949) 639-0591.

5.1
CERTIFICATE OF COMMENDATION –
INVESTIGATOR BARTH MASSEY

City of Laguna Woods Certificate of Commendation Investigator Barth Massey

WHEREAS, Investigator Barth Massey has been a member of the Orange County Sheriff's Department since 1993, and before that served as a member of the police departments for the Cities of San Clemente and Irvine and as member of the United Sates Marine Corp; and

WHEREAS, in 1999, Investigator Massey was assigned as the investigator for the City of Laguna Woods and has served in this capacity since; and

WHEREAS, Investigator Massey has diligently investigated crimes committed in the City and has been instrumental in the successful investigation and arrest of individuals who have caused harm to residents in cases involving elder abuse and theft of property; and

WHEREAS, Investigator Massey will be retiring from the Orange County Sheriff's Department this month

NOW, THEREFORE, BE IT RESOLVED, that the City Council of City of Laguna Woods does hereby commend Investigator Barth Massey for his dedication and many services to the City and does express its best wishes in his future endeavors.

Dated this 21st day of March 2012.

Cynthia S. Conners, Mayor

Attest: Yolie Trippy, Deputy City Clerk

5.2
PROCLAMATION – NATIONAL PARKINSON’S
AWARENESS MONTH

Proclamation
City of Laguna Woods

National Parkinson's Awareness Month
April 2012

WHEREAS, Parkinson's disease is a chronic progressive neurological disorder which affects more than one million Americans; and

WHEREAS, there is no objective test for Parkinson's disease and the rate of misdiagnosis can be high; and

WHEREAS, although new medicines and therapies may enhance life for some time for people with Parkinson's, increased education and research are needed to help find more effective treatments with fewer side effects and ultimately a cure for Parkinson's disease.

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 2012 as National Parkinson's Awareness Month in recognition of our community's hope for a better life with a brighter future for those living with Parkinson's disease today, and a world without Parkinson's disease tomorrow.

Dated this 21st day of March, 2012

Cynthia S. Conners, Mayor

Attest: Yolie Trippy, Deputy City Clerk

5.3
PROCLAMATION – NATIONAL DONATE LIFE
MONTH

Proclamation
City of Laguna Woods
National Donate Life Month
April 2012

WHEREAS, as Americans we can demonstrate our commitment to one another in the most difficult of circumstances through organ, tissue, stem cell and blood donations; and

WHEREAS, over 100,000 Americans wait for donation from the Organ Procurement and Transplantation Network and for many help will not come fast enough; and

WHEREAS, a single individual's donation of organs 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 three people in need; and

NOW, THEREFORE, BE IT RESOLVED that the Laguna Woods City Council does hereby proclaim April 2012 as "National Donate Life Month" in the City of Laguna Woods and does suggest that residents consider designating themselves as organ, eye and/or tissue donors.


Dated this 21st day of March, 2012.

Cynthia S. Conners
Mayor

Attest: Yolie Trippy
Deputy City Clerk

6.1-6.12
CONSENT CALENDAR SUMMARY

City of Laguna Woods Agenda Report

FOR: March 21, 2012 City Council Meeting
TO: Honorable Mayor and Councilmembers
FROM: Leslie A. Keane, City Manager 
Agenda Item: Consent Calendar

Recommendation:

Approve all proposed actions on the March 21, 2012 Consent Calendar by single motion and Council action.

Discussion:

In general, the Consent Calendar contains routine matters or matters that have already been discussed by Council. It is adopted in total with a single motion and Council action. However, if any councilmember or member of the public has questions or wishes to discuss an item further, it may be removed from the Consent Calendar and placed later in 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. 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 March 21st Consent Calendar contains the following twelve items:

- 6.1 Approval of the minutes from the February 15, 2012 regular City Council meeting, as submitted.

- 6.2 Approval of a motion to allow reading proposed ordinances and resolutions by title only – this is a standard practice in cities. If this motion is not approved, all ordinances and resolutions must be read out loud in their entirety during the Council Meeting.
- 6.3 Approval of a motion to receive and file the February 2012 Treasurer's Report. This report identifies the City's current liquid assets and their location. At the end of February, the City had approximately \$7.3 million in cash on hand and in other liquid assets.
- 6.4 Approval of the March 21, 2012 Warrant Register, as submitted, in the amount of \$376,458.45. A list of all warrants is included in the agenda packet; detailed information about individual warrants is available in the Finance Manager's office.
- 6.5 Adoption of an ordinance amending City sign regulations related to signs which do not require a permit. The proposed regulations increase the number of open house signs allowed and adjust sign sizes and heights so that they are consistent. The City Council introduced and approved first reading of the ordinance at its February 15, 2012 meeting following a public hearing. If adopted, the new regulations would become effective April 21, 2012.
- 6.6 Adoption of an ordinance modifying procedures for the submission of claims against the City. The proposed ordinance would specify that no claim could be filed on behalf of a class of persons unless verified by every member of that class. The City Council introduced and approved first reading of the ordinance at its February 15, 2012 meeting following a public hearing. If adopted, the new regulations would become effective April 21, 2012.
- 6.7 Approval of a restated agreement between Rutan & Tucker for the provision of city attorney services. The restated agreement extends the term of the current city attorney through June 30, 2013; all other fees and services remain the same.
- 6.8 Approval of an agreement with Allied Mechanical Air Systems, Inc. for the installation of energy efficiency improvements for the City Hall HVAC system. The work is scheduled to begin in April 2012 and be completed by May 2012. The City received only one bid for this project by the February 24, 2012 due date from Allied Mechanical Air Systems, Inc. in the amount

of \$9,294.00. The bid was reviewed and there were no unbalanced bids or evidence of collusion. Allied Mechanical has done HVAC work for Cal Tech and the City of Laguna Woods and has received positive comments. Funding for this project is provided by the City’s Phase I Energy Efficiency and Conservation Block Grant (EECBG) from the California Energy Commission.

- 6.9 Approval of an agreement with American Electric Company for the installation of electrical connections for improvements to the City Hall HVAC system. The work is scheduled to begin in April 2012 and be completed by May 2012. The City received the following bids for this project by the February 23, 2012 due date:

American Electric Company	\$7,791.00
Delta G. Electric	\$7,954.00
R. Jensen Company	\$9,306.00
Steve Henry Electric, Inc	\$15,887.00

The bid from American Electric was reviewed and there were no unbalanced bids or evidence of collusion. American Electric has done electrical work for the Placentia-Yorba Linda Unified School District and Mt. San Antonio Community College District in Walnut California. The firm has received positive comments on the projects they have completed for both school districts. Funding for this project is provided by the City’s Phase I Energy Efficiency and Conservation Block Grant (EECBG) from the California Energy Commission.

- 6.10 Approval of 1) an amendment to Orange County Transportation Authority (OCTA) Cooperative Agreement No. C-1-2628 that will allow the City to accept \$500,000 in federal Transportation Enhancement (TE) funds, and 2) an agreement with the City of Laguna Beach allowing the City to serve as the lead agency for construction of the El Toro Road/Aliso Creek Road Project, Phase II project. These agreements are required for the City to complete construction of the El Toro Road westbound travel lane, bicycle lane and sidewalk that will match the eastbound side of the road. The project includes work in both the Cities of Laguna Woods and Laguna Beach. The agreement with Laguna Beach appoints the City of Laguna Woods as lead agency and acknowledges that Laguna Beach will be responsible for any improvements made in its right of way. The agreement was approved by the

Laguna Beach City Council on March 6, 2012. This project is fully funded with a combination of federal, state and Measure M funds.

- 6.11 Approval of an agreement with the Orange County Transportation Authority (OCTA) and the County of Orange to provide approximately \$6.85 million in State-Local Partnership Program (SLPP) funds (Prop 1B funds) and County Measure M2 Fair Share funds for construction of the Moulton Smart Street Project, Phase II. The County has agreed to allocate its full Measure M2 Fair Share allocation for two years to provide the 50% match required for SLPP funding. The OCTA Board of Directors approved SLPP funding the project in the fall of 2011; this agreement commits all agencies to its implementation. Construction of the project is anticipated to start in mid to late spring 2013.
- 6.12 Approval of a pedestrian and landscape maintenance easement for the Town Centre entry into City Centre Park; this property is owned by the Ayres Hotel. With the approval of the City Council and Ayres, the City constructed improvements on its property to facilitate use of City Centre Park. The City's use of private property for a public purpose requires it to obtain an easement across the property. The City easement will establish maintenance and liability responsibility for the property between the face of curb in the adjacent parking lot to the City's property line. Approval of this agenda item will allow the City Clerk to obtain the appropriate signatures and record the easement.

The above matters are routine and/or have been reviewed by the Council on other occasions. Staff recommends that they be approved as part of the March 21, 2012 Consent Calendar.

If you have questions about any of the above items, feel free to call me prior to the meeting so that I may provide additional information.

6.1
MINUTES

**CITY OF LAGUNA WOODS, CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
February 15, 2012
2:00 P.M.**

I. CALL TO ORDER

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

II. FLAG SALUTE

Councilmember Ring led the flag salute.

III. ROLL CALL

COUNCILMEMBERS: PRESENT: Hack, Rhodes, Robbins, Ring, Connors
ABSENT: None

STAFF PRESENT: City Manager Keane; Assistant City Manager Reilly; Community Services Manager Foley; Deputy City Clerk Trippy; City Attorney Cosgrove

IV. PRESENTATIONS – None

V. CITY PROCLAMATIONS – None

VI. CONSENT CALENDAR

Moved by Councilmember Robbins, seconded by Mayor Pro Tem Ring, and carried unanimously to approve Consent Calendar Items 6.1 – 6.9.

6.1 City Council Minutes

Approved the minutes from the January 18, 2012 regular meeting.

6.2 Approved the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

6.3 Treasurer's Reports

Received and filed the January 2012 monthly and Fiscal Year 2011-12 second quarter (October-December) Treasurer's Reports.

6.4 Warrant Register

Approved the February 15, 2012 Warrant Register in the amount of \$407,904.48.

6.5 Fire Hazard Severity Zones

Adopted **Ordinance No. 12-02** establishing high and moderate fire hazard severity zone maps and materials and methods standards for new construction and building modifications in fire hazard severity zones, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS,
CALIFORNIA, AMENDING CHAPTERS 10.08, 1-13 AND 10.22 OF
THE LAGUNA WOODS MUNICIPAL CODE PERTAINING TO
MATERIALS AND CONSTRUCTION METHODS FOR EXTERIOR
WILDFIRE EXPOSURE

6.6 Ad Hoc Audit Committee

Appointed Mayor Pro Tem Ring and Councilmember Robbins to an ad hoc audit committee.

6.7 City Hall Automatic Sliding Glass Door

- A. Accepted project completion of a contract with Pasco Doors for the installation of the automatic single slide dual pane Low-E Glass City Hall Front Door.
- B. Release contract retention in the amount of \$674.46 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange.
- C. Exonerate project posted bonds 35 days following recordation of Notice of Completion with the County of Orange.

6.8 Energy Efficient Traffic Safety Street Lights

- A. Accepted project completion of a contract with Traffic Development Services for the installation of the energy efficient induction safety streetlights at the traffic intersections in the City of Laguna Woods.
- B. Release contract retention in the amount of \$3,363.60 withheld per California Government Code 35 days following recordation of the Notice of Completion with the County of Orange.
- C. Exonerate project posted bonds 35 days following recordation of Notice of Completion with the County of Orange.

VII. PUBLIC HEARING

7.1 Solid Waste Franchise Rate Increase

City Manager Keane stated that the City has five year contract with Ware Disposal which includes a provision to increase rates. She introduced Assistant City Manager Reilly to explain the process and provide the staff report.

Assistant City Manager Reilly noted that the City's Solid Waste and Recycling Consultant Mike Balliet and Jay Ware of Ware Disposal were present to answer any questions. He then summarized the agenda report. The City's five-year contract extends to July 2015 and includes a provision for a one-time rate increase due to labor negotiations. If Council approves the proposed rate increase, the new fees would become effective April 1, 2012. In addition to the proposed labor increase, rates are modified annually to reflect a cost of living increases on tipping fees.

Mayor Pro Tem Ring stated his opinion that the proposed increase is reasonable in regards to the services provided. He asked if Ware actually counts the number of bins assigned for curbside service. Mayor Pro Tem Ring asked if the rate of \$7.89 applies regardless if you have one or two bins and if the price for a third bin would cost an additional \$7.89.

Mr. Balliet affirmed that curbside service allows up to two containers for \$7.98 and that an additional charge applies for a third container.

Mayor Pro Tem Ring asked if it is necessary for him to separate recyclables from waste.

Mr. Balliet stated that curbside residents receive a free cycling container and that the use of separate containers reduces the amount of waste in landfills.

Assistant City Manager Reilly clarified that the rate sheet referring to "residential cart service" allows for residents with carts to have more than one black container for trash.

Councilmember Hack asked if additional charges are incurred for cardboard boxes and large plastic containers which are left near the trash bins.

Mr. Ware clarified that drivers are instructed to pick up extra boxes at the single-family residential units.

City Manager Keane asked how Ware handles a situation if a resident has placed a plastic bag full of waste next to their cart.

Mr. Ware suggested that the residents should identify the bag as waste, since there is no way for the drivers to determine if it is waste or recyclable.

The public hearing was opened. There being no requests to speak, the public hearing was closed.

Moved by Councilmember Hack, seconded by Councilmember Rhodes, and carried unanimously to authorize increases to maximum solid waste franchise hauling rates charged by Ware Disposal, effective April 1, 2012, as identified in Attachment A.

7.2 Sign Regulations

City Manager Keane summarized the agenda report, noting that proposed changes relate to signs that do not require a permit. The Village has requested that the City allow residential real estate signs for individual residential units and that the number of open house signs per residence be increased.

Councilmember Hack stated that he is sympathetic for the need to sell property in difficult times. He asked how the regulations apply to the three-story building and if each unit is treated as separate and distinct.

City Manager Keane concurred that each unit is separate and that the Land Use and Design Review Committee expressed concern that a proliferation of signs could occur, but decided to recommend the proposed changes.

Councilmember Rhodes asked if the word “gate” means the same as a railing on balconies.

City Manager Keane clarified that as drafted signs would not be allowed on balconies.

Councilmember Rhodes suggested a modification to allow real estate signs on balconies. He noted that a railing or wall provides similar exposure.

City Manager Keane suggested the language Section (11)(c) could be modified to add “balcony railings.”

Councilmember asked for clarification as to why the City is regulating signs in the gated community.

City Manager Keane clarified that the City regulates signs citywide.

Councilmember Hack stated that he understands the need to regulate a proliferation of signs in or visible from the public right of way, but believes it is up to the homeowner associations to regulate the signs on private property that cannot be seen from any public street. He noted that there are probably other City regulations where the Village should be exempted as well.

City Attorney Cosgrove pointed out that the City has the authority to regulate signs in general. He stated that the proposed ordinance provides consistency in regulating signs.

Councilmember Hack asked if the City’s regulations include signs in windows.

City Manager Keane affirmed that the City the current proposal would not regulate signs in windows in residential districts.

Councilmember Hack asked if the City was required to regulate signs anywhere. He believes sign proliferation may be an aesthetic issue, but not a public safety issue. He

suggested that staff should conduct a study of all City regulations to see which should apply to the gated community and which should not.

Councilmember Rhodes asked for clarification if the roads inside the gated community are considered public streets.

City Manager Keane clarified that the roads inside the gated community are not public streets. She noted that the Village is ready to move forward with the proposed regulations and if the City chooses to make other changes at this point, it could cause a three to four month delay.

Mayor Connors concurred that Councilmember Hack raised some valid points and that it may be worthwhile for the Council to review which City regulations should not apply to the gated community, but she is inclined to vote in favor of the proposed regulations so that the real estate community can proceed with additional signage. She suggested that staff look into the sign ordinances at a later date.

Councilmember Rhodes noted that he does not feel the proposed regulations will cause hardship or harm to the public and he is in favor of approving the modifications.

Mayor Pro Tem Ring proposed that the size of decorative flags be increased from ten square feet to twelve square feet to accommodate the standard stock size of flags.

City Manager Keane affirmed that the intent was to allow standard decorative house signs.

Councilmember Hack stated that he is amenable, with some reservations, to the Mayor's suggestions to act on the issue now and revisit it at later date.

City Manager Keane noted that Mayor Connors' suggestions would require two actions: 1) introduction and approval of first reading of the proposed ordinance and 2) later staff review all the City regulations. She cautioned that the City needs to be cautious not to allow the Village to be exempt of regulations imposed on all other residential communities in the City.

City Attorney Cosgrove clarified the Mayor's suggestions to introduce and approve first reading of the ordinance would include the amendments to increase decorative banners to twelve square feet and include "balcony" to Section 11(c). He further noted that the second action suggests a broader question. Staff will need to review regulations and balance concerns of consistency.

Councilmember Hack restated his concern about the rationale for the City to regulate non-public safety issues on private property where internal governance exists. The same issue was raised when the City incorporated; however, he is willing to take action on the Mayor's motion at this time.

The public hearing was opened. There being no requests to speak, the public hearing was closed.

Moved by Mayor Conners, seconded by Mayor Pro Tem Ring, and carried unanimously to introduce and approve first reading of an ordinance modifying regulations related to signs which do not require a permit, as amended, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS,
CALIFORNIA, AMENDING CHAPTER 13.20 OF THE LAGUNA
WOODS MUNICIPAL CODE PERTAINING TO SIGN
REGULATIONS

Mayor Conners asked if staff is requesting a motion or guidance in regards to reviewing regulations in the gated community.

City Manager Keane asked if the Council is asking staff to address the issue of signs only or whether the City should regulate anything inside the gated community other than public safety.

Mayor Conners stated that it seems to be the consensus of the Council to request that staff identify all regulations currently enforced on private property in an effort to make a rationale distinction between those that should or should not be enforced on the Village.

City Attorney Cosgrove suggested that two separate issues could be addressed; the first the subject of signs and the second broader issue how far is the municipal authority willing to regulate.

City Manager Keane stated that there are insufficient staff resources to take on this type of project at this time, and the City would need to retain a consultant or hire additional staff.

Mayor Conners stated that there is no need for an immediate report since Council has routinely regulated on the issue. She asked that Laguna Woods Village staff present in the audience if they had any comments.

Chris Robinson stated that they are not prepared to comment on various issues raised, but would not like to see the currently proposed modifications delayed.

Councilmember Rhodes stated that the City has a responsibility for safety issues in general. He noted the Council has taken action to go forward with the current proposal and suggested that discussions on other issues can be brought back when and if the need arise.

Mayor Conners stated that in consideration to staff's limited resources, they simply assemble a list of the various regulations that the City imposes equally to all property owners, such as bingo permits, smoking, and temporary use permits.

Mayor Hack discussed the distinction between private and public property and the responsibility of homeowner associations to enforce their own roles and not defer to the City.

ITEM 6.1

Mayor Pro Tem Ring noted that sign regulations continually change and he is certain these issues will come up again. He noted that all Councilmembers have made valid points; however, staff has more than enough work to do.

Councilmember Robbins suggested that Council look into the issue at a later time and go from there.

Mayor Connors stated that it is Council's consensus that there will be no current direction to staff on this matter at this time.

VIII. CITY COUNCIL

8.1 Advisory Committee Appointments

Moved by Mayor Pro Tem Ring, seconded by Councilmember Robbins, and carried unanimously to ratify nominations for City Council advisory committees, as follows:

Public Safety Committee

James Riedel, nominated by Mayor Connors

Ernest Senser, nominated by Councilmember Hack

Mayor Connors thanked Mr. Riedel and Mr. Senser for volunteering to serve their community. She encouraged anyone who may be interested to contact City Hall to volunteer as a Committee member.

Mayor Pro Tem Ring announced that Mr. Sensor is also a volunteer with the City's RACES program and is very enthusiastic about public safety.

IX. CITY MANAGER

9.1 Claims for Money or Damages

City Manager Keane summarized the agenda report and noted that the City Attorney is concerned with a possibility of future class action suits and has suggested the proposed change.

City Attorney Cosgrove explained that the proposed ordinance requires each member of a class action suit to verify who they are and that they are represented by the class.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Ring, and carried unanimously to introduce and approve first reading of an ordinance modifying the City claims procedures, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTION 3.04.010 OF THE LAGUNA WOODS MUNICIPAL CODE REGARDING CLAIMS AGAINST THE CITY

X. COMMITTEE REPORTS

- 10.1 Transportation Corridor Agencies (Councilmember Hack)
Councilmember Hack stated that various discussions took place regarding how to collect tolls and he reported that the County will pursue legal action against TCA as a result of the appeal of the John Wayne Airport development impact fee.
- 10.2 Orange County Library Board (Councilmember Robbins)
Councilmember Robbins reported that the digital bookmobile event held at City Hall was a success with 600 in attendance. He is looking forward to holding another similar event during the summer months. He reported that the state will cut \$611,000 in funding to the library system; however, as a result of prudent management, the county library system has built up reserves to help offset the shortfall.
- 10.3 Orange County Fire Authority (Councilmember Rhodes)
Councilmember Rhodes reported that the volunteer corps program will assist in various community outreach programs and events. The OCFA Board has voted to provide services to the City of Santa Ana, contingent that they adopt a balanced budget. Santa Ana anticipates a savings of \$10 million annually by joining OCFA. He also reported that OCFA was awarded \$1.4 million in grant funds which will be used to purchase breathing apparatus for nearly 900 firefighters at 16 sites. The grant funds will cover 80% of the cost.
- Councilmember Hack commented that scuba divers have used similar devices for many years. He asked if Santa Ana had provided any indication of how they would address their \$30 million unfunded pension obligation.
- Councilmember Rhodes stated that currently this obligation is shown as indebtedness.
- Mayor Connors noted that OCFA is expanding their smoke alarm installation program to include vibrating alarms for the hearing impaired. She suggested that residents contact City Hall for further information.
- 10.4 Southern California Water Committee (Mayor Hack)
Councilmember Hack reported that discussions took place whether or not the ballot initiative for repair of the Delta at a cost of \$14 billion should move forward. A recent poll reported that 98% of voters were not aware of the Delta problem; which indicates that a tremendous amount of education is needed.
- 10.5 Coastal Greenbelt Authority (Mayor Pro Tem Connors)
Mayor Connors cautioned that severe drought conditions exist in local wilderness areas. She reported that plans for the upcoming year included trail management and expansion, including a potential trail head at the wilderness area at Santa Maria Avenue near gates 10 and 11.
- 10.6 Laguna Canyon Foundation (Councilmember Rhodes)
Councilmember Rhodes reported that half of the goal to achieve \$150,000 to continue the

youth education program has been achieved.

- 10.7 Vector Control District Board (Councilmember Robbins)
Councilmember Robbins reported 12 dead birds tested negative for the West Nile Virus but none were from the nearby area. The County reported that 68 rodents tested negative for plague anti-bodies in January. He stated that there have been no reports of mosquitoes; however, he will continue to observe reports as the weather changes.

Councilmember Rhodes discussed a recent newspaper article that mentioned the Vector Control District's office lease and asked if the property owner's bankruptcy issues were raised at the meeting.

Councilmember Robbins stated that he is unable to report on this issue since it involves possible litigation.

X. PUBLIC COMMENTS

Bert Moldow, resident, discussed the risk factors related to air travel near the San Onofre Nuclear Generating Station (SONG). He stated that the Laguna Beach Council voted 4 to 1 to petition appropriate agencies regarding disposal of nuclear waste. He believes that the Laguna Woods City Council has a responsibility to educate the community on the pros and cons of nuclear power.

Arthur Harris, resident, stated that in light of Council's discussion of public safety pertaining to signs, he suggests that the City look into what can be done to limit unwanted access into the gated community.

City Manager Keane stated that the City does not have the ability to control who enters the gated community. Access is controlled by the homeowners associations and relevant state and federal laws.

Councilmember Hack reflected on his comments earlier that the general perception is that the City dictates what the private property can and cannot do.

Mr. Harris also noted that he would like to see Professional Community Management (PCM) purchase products from local retailers so that the city would receive sales tax.

Mayor Connors acknowledged Mr. Harris' suggestions, but noted that the City cannot dictate to the gated community where they must purchase their supplies.

XI. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

- 12.1 Reports on Meetings Attended per Government Code §53232.3 – None
12.2 Other Meetings, Comments and Announcements

Councilmember Hack reported on a meeting he attended at the Southern California Association of Government (SCAG) where the the Regional Transportation Plan was

discussed. He also noted that the state of Washington is proposing to tax electric cars to make up for road taxes typically generated from gas tax.

Councilmember Hack reported on a meeting he attended with Mayor Pro Tem Ring at the Municipal Water District of Orange County (MWDOC); the guest speaker from Nevada discussed some of the measures that state has taken to address water shortages, including paying residents not to grow grass.

Mayor Connors stated that she received notice that the Huntington Beach desalination plant has been environmentally approved and has been issued permits.

Councilmember Hack noted that recent controversy has been raised regarding the project.

Councilmember Rhodes discussed a ceremony he attended at OCFA for the Best and Bravest Awards, which included the Fire Fighter of the Year award to Battalion Chief Brad Holderman.

Mayor Pro Tem Ring reported on a meeting he attended at the South Orange County Watershed Management Committee. The committee approved various goals and objectives, which include prioritizing grants and projects with an emphasis on safety first and regulatory second.

In reference to comments made during public comments, Councilmember Hack discussed issues raised regarding coal fired electricity. He stated that he is not fond of the nuclear plants; however, he believes that there is no such thing as a safe alternative.

XII. CLOSED SESSION

- 13.1 The City Council met in closed session to confer with legal counsel regarding one matter of potential litigation, pursuant to the provisions of Government Code Section 54956.9(c).

The City Council reconvened in open session at 4:36 p.m. City Attorney Cosgrove advised that there was no reportable action.

XIII. CITY MANAGER CONT.

- 14.1 Energy Efficiency and Conservation Block Grant Funding

City Manager Keane stated that the proposed resolution would allow staff to apply for grant funding to replace City-owned streetlights with energy efficient equipment.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Ring, and carried unanimously to adopt **Resolution No. 12-03** authorizing the City to apply for grant funding to replace fixtures on City-owned streetlights with energy efficient equipment, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA WOODS, CALIFORNIA, AUTHORIZING AN
APPLICATION FOR ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT FUNDING

XIV. ADJOURNMENT

The meeting was adjourned at 4:37 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, March 21, 2012 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: March 21, 2012

CYNTHIA S. CONNERS, Mayor

6.2
WAIVE READING OF ORDINANCES AND
RESOLUTIONS
(No Report)

6.3
TREASURER'S REPORT

City of Laguna Woods

Monthly Treasurer's Report

February 29, 2012

CASH ON HAND

1. Investments/General Fund

Local Agency Investment Fund	\$	6,769,890
		<hr/>
Subtotal	\$	6,769,890

2. Investments/Transportation Fund

Local Agency Investment Fund	\$	229,076
		<hr/>
Subtotal	\$	229,076

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

Petty Cash Funds	\$	499
Analyzed Checking Account	\$	283,792
		<hr/>
Subtotal	\$	284,291

TOTAL	\$	7,283,257
--------------	-----------	------------------

Note: LAIF reports interest earnings quarterly.

6.4
WARRANT REGISTER

CITY OF LAGUNA WOODS
 WARRANT REGISTER
 3/21/2012

Check Number	Check Date	Vendor Name	Check Description	Amount
PREPAID WARRANTS:				
<i>Automatic Bank Debits</i>				
Debit	02/16/2012	ADP PAYROLL SERVICES	Pay period ended 2/10/12	32,442.90
Debit	02/16/2012	ICMA RETIREMENT CORPORATION	Pay period ended 2/10/12	1,594.03
Debit	02/16/2012	ADP PAYROLL SERVICES	Processing Charges/Payroll 2/10/12	120.40
Debit	03/01/2012	ADP PAYROLL SERVICES	Pay period ended 2/24/12	32,011.61
Debit	03/01/2012	ICMA RETIREMENT CORPORATION	Pay period ended 2/24/12	1,594.03
Debit	03/01/2012	ADP PAYROLL SERVICES	Processing Charges/Payroll 2/24/12	120.40
Other				
111382	01/12/2012	ATOM, INC.	Retention Payment	29,394.36
111383	01/12/2012	DENNIS NELSON	City Centre Park Credit	4,601.47
111484	02/14/2012	AJ PADELFORD & SON, INC.	Grading Bond Refund/GP-725	11,000.00
111485	02/14/2012	AT&T	Telephone/581-3974/January 2012	72.61
111486	02/14/2012	AT&T	Telephone/583-1105/January 2012	15.86
111487	02/14/2012	CALIFORNIA YELLOW CAB	Taxi Voucher Service/January 2012	24,003.00
111488	02/14/2012	CALPERS - RETIREMENT	Retirement Contributions Period Ending 1/27/12	5,092.17
111489	02/14/2012	GARY GATES	Employee Benefit Program/January 2012	326.80
111490	02/14/2012	INTERNATIONAL CODE COUNCIL	2012 Membership Dues	125.00
111491	02/14/2012	KEANE, LESLIE A.	Parking Reimbursement	63.75
111492	02/14/2012	KONE INC.	Elevator Maintenance/February 2012	217.00
111493	02/14/2012	LOS ANGELES TIMES	Newspaper Delivery	51.20
111494	02/14/2012	CHRISTOPHER MACON	Cell Phone Reimbursement/July 2, 2011-Jan. 15, 2012	240.00
111495	VOID		VOID	-
111496	02/14/2012	REFLEX TRAFFIC SYSTEMS	Redlight Camera Services/January 2012	15,000.00
111497	02/14/2012	SOUTHERN CALIFORNIA EDISON	Safety Lights over Traffic Signals/January 2012	361.42

CITY OF LAGUNA WOODS
WARRANT REGISTER
3/21/2012

Check Number	Check Date	Vendor Name	Check Description	Amount
111498	02/14/2012	SOUTHERN CALIFORNIA EDISON	Residential Streetlights/Third/January 2012	4,272.68
111499	02/14/2012	SOUTHERN CALIFORNIA EDISON	Right of Way/January 2012	2,036.10
111500	02/14/2012	VANTAGEPOINT TRANSFER AGT-457	Employee Benefit Program/January 2012	1,475.00
111501	02/14/2012	WILLDAN	Local Hazard Mitigation/October-December 2011	7,472.61
111502	02/15/2012	CAA	Water Quality Consulting January 2012	1,389.50
111503	02/15/2012	REBECCA GREENING	Taxi Voucher Refund	45.00
111504	02/15/2012	OFFICE DEPOT	Office Supplies	136.28
111505	VOID		VOID	-
111506	02/15/2012	OFFICEMAX INC	Office Supplies/Paper	240.88
111507	02/15/2012	PEAK LIGHTING & ELECTRIC, INC	Streetlight Maintenance/February 2012	704.52
111508	02/15/2012	REILLY, DOUGLAS C.	Employee Benefit Program	59.98
111509	02/22/2012	AFLAC	Employee Benefit Program/March 2012	310.80
111510	02/22/2012	BANK OF AMERICA - CC	Credit Card Charges/January 2012	161.95
111511	02/22/2012	CALPERS - HEALTH	Employee Benefit Program/March 2012	3,312.03
111512	02/22/2012	CITY OF TUSTIN	CalPacs Membership/2012	275.00
111513	02/22/2012	EL TORO WATER DISTRICT	Ridge Route Linear Park/February 2012	178.09
111514	02/22/2012	EL TORO WATER DISTRICT	City Hall Utilities/February 2012	28.00
111515	02/22/2012	EL TORO WATER DISTRICT	City Hall Utilities/February 2012	99.09
111516	02/22/2012	JONES, ERNESTINE	Employee Benefit Program/February 2012	354.56
111517	02/22/2012	LYNN CAPOUYA	Ridge Route Linear Park/January 2012	1,420.00
111518	02/22/2012	NIEVES LANDSCAPE, INC.	Landscape Maintenance/Extra Work	3,150.00
111519	02/22/2012	OC SHERIFF'S DEPT	Live Scan Background Check	93.00
111520	02/22/2012	OCTA	Go Local Studies	3,004.80
111521	02/22/2012	PRINCIPAL FINANCIAL GROUP	Employee Benefit Program/March 2012	501.26
111522	02/22/2012	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers/February 2012 *	87.74

CITY OF LAGUNA WOODS
WARRANT REGISTER
3/21/2012

Check Number	Check Date	Vendor Name	Check Description	Amount
111523	02/29/2012	AT&T	Telephone/458-3487/February 2012	32.01
111524	02/29/2012	SCOTTY BURGHARDT	Waste Diversion Deposit Refund/BP-30076C	810.00
111525	02/29/2012	CA MUNICIPAL TREASURER'S ASSOC	CSMFO/CMTA Meeting/Jones/March 2012	35.00
111526	02/29/2012	CALIFORNIA EMERGENCY PHYSICIAN	Pre-Employment Physical/Schwab	45.00
111527	02/29/2012	CAPTIONING UNLIMITED	Closed Captioning/Council Meeting/February 2012	300.00
111528	02/29/2012	CIVIL SOURCE	Inspection Services/January 2012	2,762.50
111529	02/29/2012	COMMPRO	Website Hosting/February 2012	295.00
111530	02/29/2012	COUNTY OF ORANGE - SIGNALS	Signal Maintenance/January-June 2011	28,796.97
111531	02/29/2012	DAVID EVANS & ASSOCIATES INC.	Moulton Smart Street/January 2012	2,577.00
111532	02/29/2012	DELTA DENTAL PLAN OF CA	Employee Benefit Program/March 2012	676.19
111533	02/29/2012	EILEEN DONOHUE	Taxi Voucher Refund	35.00
111534	02/29/2012	EL TORO WATER DISTRICT	Irrigation/February 2012	2,407.45
111535	02/29/2012	EL TORO WATER DISTRICT	Dog Park Irrigation/February 2012	23.40
111536	02/29/2012	FLEX ONE	Program Fees/February 2012	50.00
111537	02/29/2012	RICHARD HILL	Waste Diversion Deposit Refund/BP-30106C	1,020.00
111538	02/29/2012	KEANE, LESLIE A.	Employee Benefit Program	316.25
111539	02/29/2012	MANAGED HEALTH NETWORK	Employee Benefit Program/March 2012	22.23
111540	02/29/2012	OCEAN CONSTRUCTION	Waste Diversion Deposit Refund/BP-29771C	900.00
111541	02/29/2012	SCOTT FAZEKAS & ASSOCIATES	Plan Check Services/January 2012	750.00
111542	02/29/2012	SONITROL	Pest Control/March 2012	57.19
111543	02/29/2012	SOUTHERN CALIFORNIA EDISON	City Hall Utilities/February 2012	852.04
111544	02/29/2012	SOUTHERN CALIFORNIA EDISON	Ridge Route Linear Park/February 2012	21.99
111545	02/29/2012	SOUTHERN CALIFORNIA EDISON	City Centre Park/February 2012	22.25
111546	02/29/2012	YOLIE TRIPPY	Employee Benefit Program/February 2012	389.00
111547	02/29/2012	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program/March 2012	199.14

CITY OF LAGUNA WOODS
 WARRANT REGISTER
 3/21/2012

Check Number	Check Date	Vendor Name	Check Description	Amount
111548	02/29/2012	WATSON COMPANIES, INC.	Waste Diversion Deposit Refund/BP-30321F	3,210.00
111549	02/29/2012	WM CURBSIDE, LLC	Waste Collection/January 2012	4,165.21
111550	03/07/2012	AT&T	Telephone/639-0500/February 2012	180.52
111551	03/07/2012	AT&T	Telephone/770-9359/February 2012	15.83
111552	03/07/2012	BURKE WILLIAMS & SORENSEN LLP	Attorney Services/January 2012	57.74
111553	03/07/2012	CALPERS - RETIREMENT	Retirement Contributions Period Ending 2/10/12	5,092.17
111554	03/07/2012	CALPERS - RETIREMENT	Retirement Contributions Period Ending 2/24/12	5,092.17
111555	03/07/2012	CIT TECHNOLOGY FINANCING SERV.	Copier Lease/March 2012	641.12
111556	03/07/2012	FOLEY, PATRICK	Employee Benefit Program	284.55
111557	03/07/2012	GARY GATES	Employee Benefit Program/February 2012	336.78
111558	03/07/2012	HOGLE-IRELAND	Staffing Services/December 2011	6,650.00
111559	03/07/2012	KEANE, LESLIE A.	Auto Allowance/March 2012	450.00
111560	03/07/2012	NIEVES LANDSCAPE, INC.	Landscape Maintenance/Extra	450.00
111561	03/07/2012	ORKIN	Pest Control/March 2012	84.49
111562	03/07/2012	SOUTH COAST FIRE PROTECTION	Fire Extinguisher Maintenance	105.00
111563	03/07/2012	SOUTHERN CALIFORNIA EDISON	Residential Streetlight/United/February 2012	1,688.47
111564	03/07/2012	SOUTHERN CALIFORNIA EDISON	Traffic Signal Controllers/February 2012	775.84
111565	03/07/2012	THE GAS COMPANY	City Hall Utilities/February 2012	154.53
111566	03/07/2012	VERRALL, SANDRA	Mileage Reimbursement/Jan. 1-Feb. 29, 2012	202.13
111567	03/07/2012	YEIL CORPORATION	Waste Diversion Deposit Refund/BP-30711C	1,290.00
111568	03/07/2012	PRACTICAL DATA SOLUTIONS	IT Services/February-March 2012	2,160.00
111569	03/12/2012	AT&T	White Pages/March 2012	3.78
111570	03/12/2012	J.B. GENERAL & PLUMBING	Waste Diversion Deposit Refund/BP-30687D	750.00
111571	03/12/2012	SOUTHERN CALIFORNIA EDISON	Residential Streetlights/Third/February 2012	4,272.68
111572	03/12/2012	SOUTHERN CALIFORNIA EDISON	Right of Way/February 2012	2,062.35
Total Prepaid Warrants				<u>272,827.85</u>

CITY OF LAGUNA WOODS
 WARRANT REGISTER
 3/21/2012

Check Number	Check Date	Vendor Name	Check Description	Amount
REGULAR WARRANTS:				
111573	03/12/2012	ALLIED MECHANICAL AIR SYS, INC	HVAC Maintenance/Repair	472.00
111574	03/12/2012	AMERICAN PUBLIC WORKS ASSOC	Annual Membership/2012	186.25
111575	03/12/2012	AT&T	Telephone/452-0600/February 2012	290.19
111576	03/12/2012	BANK OF AMERICA - CC	Credit Card Charges/February 2012	514.56
111577	03/12/2012	COMMPRO	Website Hosting/March 2012	295.00
111578	03/12/2012	CYNTHIA CONNERS	March 2012 Compensation	300.00
111579	03/12/2012	COUNTY OF ORANGE - WATER QUAL	Aliso Creek Cost-Share/Fiscal Year 2011-2012	4,386.93
111580	03/12/2012	GOLDEN RAIN FOUNDATION	Building Permit Refund/BP-31088A	87.12
111581	VOID		VOID	-
111582	03/12/2012	HACK, BERT	March 2012 Compensation	300.00
111583	03/12/2012	OCEAN CONSTRUCTION	Waste Diversion Deposit Refund	1,200.00
111584	03/12/2012	OFFICE DEPOT	Office Supplies	488.41
111585	03/12/2012	ORANGE COUNTY TREASURER - STRE	Street Maintenance/December 2011	5,288.75
111586	03/12/2012	MARTIN RHODES	March 2012 Compensation	300.00
111587	03/12/2012	RING, ROBERT	March 2012 Compensation	300.00
111588	03/12/2012	ROBBINS, MILTON	March 2012 Compensation	300.00
111589	03/12/2012	STL LANDSCAPE, INC.	Moulton Smart Street/February 2012	88,313.40
111590	03/12/2012	GREAT CLEANING SERVICE	Janitorial Services/February 2012	607.99
Total Regular Warrants				103,630.60
Total Register				376,458.45

CITY OF LAGUNA WOODS
 WARRANT REGISTER
 3/21/2012

Check Number	Check Date	Vendor Name	Check Description	Amount
		January Credit Card Statement Detail		
	Debit	OC REGISTER	Newspaper Delivery	35.56
	Debit	OVERNITE EXPRESS	Delivery Services	116.71
	Debit	TOGO'S	SCAG Subcommittee/Hack	9.68
		February Credit Card Statement Detail		
	Debit	OC REGISTER	Newspaper Delivery	35.56
	Debit	OVERNITE EXPRESS	Delivery Services	52.13
	Debit	FEDEX	Delivery Services	26.87
	Debit	CA SOCIETY OF MUNICIPAL FINANCIAL OFFICERS	CSMFO Annual Conference/Jones	400.00

6.5
SIGN REGULATIONS

ORDINANCE NO. 12-XX

AN ORDINANCE OF THE CITY OF LAGUNA WOODS, CALIFORNIA,
AMENDING CHAPTER 13.20 OF THE LAGUNA WOODS MUNICIPAL
CODE PERTAINING TO SIGN REGULATIONS

**THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS,
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. The following sub-sections of Section 13.20.110 Signs not requiring a permit of Chapter 13.20 of the Laguna Woods Municipal Code are hereby amended to read:

(a) *Sign permit not required.* The following types of signs are permitted without a sign permit; however the sign owner shall not be relieved of other City permit requirements, sign maintenance responsibilities, and compliance with applicable provisions of this chapter, including but not limited to Sections 13.20.020 and 13.20.030 or any other law or ordinance:

(2) *Window signs in commercial and community facilities districts.* Permanent and temporary window signs not associated with individual residential units are subject to the following:

a. Permanent and temporary signs shall be limited to a combined 25% of the window area on each building frontage.

(3) *Residential open house signs.* Open house signs are limited to residential districts and subject to the following:

b. Open house signs for residential units located in a condominium or cooperative development shall be limited to four per unit and may be staked in the ground on site or on common area property associated with the unit, provided that they are located inside any entrances for the common interest development (e.g., behind entry gates or walls). Single-family residences shall be limited to one open house sign per property, which shall be placed on-site.

d. Open house signs, which are staked in the ground, shall be made of a rigid material and securely staked. No riders may be attached to the sign (e.g., postings, flags or pennants).

- e. The area of each open house sign shall not exceed four square feet. The height of any open house sign, which is staked in the ground, shall not exceed four feet. No portion of the stake upon which the sign is attached may extend beyond the top of the sign face.
- (4) *Garage, estate and yard sale signs.* Garage, estate and yard sale signs are limited to residential districts and subject to the following:
- b. Garage, estate and yard sale signs for residential units located in a condominium or cooperative development shall be limited to a total of four per unit and may be staked in the ground, on site or on common area property associated with the unit, provided that they are located inside any entrances for the common interest development (e.g., behind entry gates or walls). Single-family residences shall be limited to one garage, estate or yard sale sign per property, which shall be placed on-site.
 - e. Garage, estate or yard sale signs, which are staked in the ground, shall be made of a rigid material and securely staked. No riders may be attached to the sign (e.g., "sold," "sale pending" or similar postings, flags or pennants).
 - f. The height of any garage, estate or yard sale sign, which is staked in the ground, shall not exceed four feet. No portion of the stake upon which the sign is attached may extend beyond the top of the sign face.
- (5) *Signs in residential enclosed areas.* In residential districts, signs located within malls, courts, arcades or other enclosed areas where signs are not visible from any point of the site boundary are permitted.
- (6) *Residential decorative signs.* Banners, flags, garland, pennants and other signs displayed by individual residential units for noncommercial purposes, which are each no more than twelve square feet in area are permitted.
- (7) *Incidental signs.* Incidental signs which relate to the identification of or conditions on an individual residential unit (e.g., "residence

protected by alarm," "beware of dog," "no trespassing," street address, etc.) displayed by individual residential units, which are no more than three square feet in area, are permitted. For the purpose of this section, window signs displayed by individual residential units in any district may also be considered incidental signs.

- (11) *Residential real estate signs.* In residential districts, one real estate sign shall be permitted per residential dwelling, subject to the following:
- a. Real estate signs shall be removed upon the close of escrow.
 - b. Sign copy shall be limited to information relating to the sale, lease or rental of the unit for which the sign is displayed.
 - c. The real estate sign may be staked in the ground or securely mounted flush to the building, wall, balcony railing or fence in conformance with sub-section "d" below. Signs may not be located on a roof, awning or overhang. Signs staked in the ground shall be made of a rigid material and securely staked into the ground. No riders may be attached to the sign (e.g., "sold," "sale pending" or similar postings, flags, balloons or pennants).
 - d. Real estate signs for residential units located in a condominium or cooperative development may be placed on-site or on common area associated with the unit, provided that they are located inside any entrances for the common interest development (e.g., behind entry gates or walls). Single-family residences shall be placed on-site.
 - e. The area of each real estate sign shall not exceed four square feet.
 - f. The height of each real estate sign shall not exceed four feet. No portion of the stake upon which the sign is attached may extend beyond the top of the sign face.

SECTION 2. The following subsection of Section 13.20.120 Prohibited signs of Chapter 13.20 of the Laguna Woods Municipal Code is hereby amended to read:

(13) Pole signs, with the exception of residential for sale, open house, garage, estate and yard sale signs and private traffic control signs.

SECTION 3. Effective Date

This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 4. Severability

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 5. City Clerk’s Certification

The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2012.

Cynthia S. Conners, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

APPROVED AS TO FORM:

DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Ordinance No. 12-XX** was duly
introduced and placed upon its first reading at a Regular Meeting of the City
Council on the 15th day of February, 2012, and that thereafter, said Ordinance was
duly adopted and passed at a Regular Meeting of the City Council on the ___ day of
_____ 2012 by the following vote to wit:

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

YOLIE TRIPPY, Deputy City Clerk

6.6

CLAIMS FOR MONEY AND DAMAGES

ORDINANCE NO. 12-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTION 3.04.010 OF THE LAGUNA WOODS MUNICIPAL CODE REGARDING CLAIMS AGAINST THE CITY

THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS DOES ORDAIN AS FOLLOWS:

Section 1. Code Amendment. Section 3.04.010 of the Laguna Woods Municipal Code is hereby amended to read as follows:

“Section 3.04.010 Claims for Money or Damages

(a) Authority

This ordinance is enacted pursuant to Section 935 of the California Government Code.

(b) Claims Required

All claims against the city for money or damages not otherwise governed by the Government Claims Act, California Government Code Sections 900 et seq., or another state law (hereinafter in this ordinance, “claims”) shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof) for the claims to which that Part applies by its own terms, as those provisions now exist or shall hereafter be amended, and as further provided by this ordinance.

(c) Form of Claim

All claims shall be made in writing and verified by the claimant or by his or her guardian, conservator, executor or administrator. In addition, all claims shall contain the information required by California Government Code Section 910. The foregoing reference to Government Code Section 910 shall not be construed to authorize a class claim, and no claim may be filed on behalf of a class of persons unless verified by every member of that class.

(d) Claim Prerequisite to Suit

In accordance with California Government Code Sections 935(b) and 945.6, all claims shall be presented as provided in this section and either acted upon or deemed denied by the city prior to the filing of any action on such claims and no such action may be maintained by a person who has not complied with the requirements of subdivisions (b) and (c) of this section.

(e) Suit

Any action brought against the city upon any claim or demand shall conform to the requirements of Sections 940-949 of the California Government Code. Any action brought against any employee of the city shall conform with the requirements of Section 950-951 of the California Government Code.

(f) Scope

This section shall relate only to the bringing of suit upon any claim, and shall not be deemed to apply to the authority of the Director of Finance, the City Council, and any other City officers to process and pay, in the ordinary course of business, the just obligations of the City, such as routine salaries and wages, principal and interest on bonds, payments for purchases, and other like expenditures for which there is a budget appropriation and in connection with which there is no dispute as to the obligation and amount being payable.

Section 2. *Severability.* Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

Section 3. *Effective Date; Transitional Clause.* This Ordinance shall take effect thirty days after adoption as provided by Government Code Section 36937. However, any claim that would have been timely if presented on the day before this Ordinance becomes effective which claim would be untimely under the requirements of the this Ordinance may, notwithstanding this Ordinance, be presented not later than the 45th day after the adoption of this Ordinance.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED AND ADOPTED, this ___ day of _____ 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

APPROVED AS TO FORM:

DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 12-XX** was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 15th day of February, 2012, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council on the ___ day of _____ 2012 by the following vote to wit:

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

YOLIE TRIPPY, Deputy City Clerk

6.7

CITY ATTORNEY AGREEMENT

March 14, 2012

Ms. Leslie Keane
City Manager
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Re: Representation Letter

Dear Ms. Keane:

Thank you for asking Rutan & Tucker, LLP to extend its current agreement to provide legal services as City Attorney for the City of Laguna Woods. This letter sets forth our proposal for the confirmation of the basic terms of the engagement and the arrangement for fees and costs that will apply to the engagement.

1. *Client; Scope of Representation.* Our client in this matter will be City of Laguna Woods (sometimes collectively referred to as “you” below.) We will be engaged to provide general City Attorney legal services and advice through June 30, 2013. You may limit or expand the scope of our representation from time to time, provided that we must agree to any substantial expansion or limitation of the representation. The firm will perform these services, will take reasonable steps to keep you informed of progress, respond to your inquiries, and will consult with you as necessary.

2. *Duties of Client.* You agree to timely provide us such information, assistance and cooperation as is necessary for us to effectively perform our services and to timely pay our bills for fees, costs and expenses as further described herein.

3. *General Terms; Fees and Expenses.* To assist you in understanding our billing practices and other general terms, I enclose a copy of our current Policy on Professional Fees and General Terms of Engagement (the “General Terms”). The General Terms are incorporated in this letter. The General Terms describe the ranges of hourly rates for our attorneys and paraprofessionals and our policies regarding reimbursement of costs and expenses. Please specifically note that the hourly rate for all of the attorney services we will be providing is \$195.00 per hour for the first 25 hours in any month; beyond 25 hours a month, the rate is \$225.00 per hour. Litigation and special projects are \$250.00 per hour and third party reimbursable matters are \$300.00 per hour. Bond financing is a minimum fee with percentage, as may be negotiated.

4. *Term of Engagement.* In accordance with the General Terms, either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct.

5. *Binding Arbitration.* We appreciate the opportunity to serve as your attorneys and anticipate a productive, harmonious relationship. If you become dissatisfied for any reason with the services we have performed, the fees charged, or any other aspect of the attorney-client relationship, we encourage you to bring that to our attention immediately. Similarly, if we perceive a problem with the representation, we will discuss it with you. Most such problems can be rectified by communication and discussion. Although in our experience disputes of any type are rare, a dispute conceivably could arise between us which cannot be resolved by discussion or negotiation. We believe such attorney-client disputes are most satisfactorily resolved through binding arbitration rather than by litigation in court.

Arbitration is, as you know, a process by which both parties to a dispute agree to submit the matter to a retired judge or other arbitrator who has expertise in the area and to abide by the arbitrator's decision, instead of litigating in court. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration often results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are often substantially less.

Both the United States and California Supreme Courts have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious. Arbitration is also less acrimonious and more confidential than traditional litigation and is, therefore, particularly suited to resolution of disputes between attorneys and their clients.

Your agreement to arbitrate disputes is not a condition of our agreeing to represent you, and if you do not wish to agree to arbitrate, then you should advise me before signing the copy of this letter, so we can delete this section of the agreement. You are free to discuss the advisability of arbitration with us or independent counsel.

By signing this agreement, you agree that if any dispute arises out of or relating to this agreement, our relationship, or the services performed by us (including but not limited to any disputes regarding our fees and expenses and any failure by you to pay such fees and expenses in accordance with this agreement, claims of professional negligence, breach of contract or fiduciary duty, fraud or any claim based upon a statute), such dispute shall be resolved by submission to final and binding arbitration in Orange County, California, before a retired judge or justice of the California Superior Court or a higher court. Please be advised that by agreeing to binding arbitration, you are waiving any right to a jury trial on any such dispute. If you and we are unable to agree on a retired judge or justice, each party will name one retired judge or

Ms. Leslie Keane
March 14, 2012
Page 3

justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator. Should you elect to have any fee dispute arbitrated pursuant to non-binding arbitration under statutory or case law, (including your rights to request mandatory fee arbitration under the rules of the Orange County Bar Association) then such non-binding arbitration shall determine only the issue of the amount of fees properly chargeable to you. Any other claims or disputes between us, including claims for professional negligence, shall remain subject to binding arbitration pursuant to this agreement. In the event of such an arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

6. *Conflicts of Interest.* We cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other clients. In order to avoid conflicts of interest among our clients, we maintain an index of relevant names. We have not discovered any conflict which requires further action before extending our existing arrangement for the provision of City Attorney services. Please inform us at once if you learn in the future of persons or entities who may be involved in actions adverse to the City so we can make a conflict of interest search with respect to them.

Please be aware that you have the right to obtain the advice of independent counsel regarding the terms of this agreement, and you should feel free to do so.

This letter and the attached General Terms constitute the entire agreement between you and Rutan & Tucker, LLP with respect to our engagement. No prior oral or written understanding shall be of any force or effect with respect to these matters. This agreement may not be modified, except by a document in writing executed by both parties. A waiver of any party of any breach of any of the conditions, terms or time requirements under this letter shall not be construed as a waiver of any succeeding breach. This letter may be executed in multiple counterparts, each of which shall be deemed an original.

Please review this letter and the General Terms attached hereto carefully. If the terms and conditions of our representation and the billing arrangements under this agreement meet with your approval, please sign the enclosed copy of this letter and return it to me. Please call if you have any questions.

Ms. Leslie Keane
March 14, 2012
Page 4

Once again, thank you for the opportunity to continue to work with you, and with the City.

Very truly yours,

RUTAN & TUCKER, LLP

David B. Cosgrove

Enclosure

ACCEPTED AND AGREED:

By: _____

Name: _____

Title: _____

**POLICY ON PROFESSIONAL FEES
AND
GENERAL TERMS OF ENGAGEMENT**

Professional Fees and Billing Procedures.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. The following is intended to explain briefly our present billing policies and procedures. These policies and procedures are subject to change. We encourage you to discuss with us at any time any questions you might have concerning these policies and procedures.

Our professional fees will be based on our agreed hourly rates of the attorneys and paraprofessionals working on your matter(s). Our hourly rates for attorneys and paraprofessionals are adjusted from time to time and generally as of January 1st of each year, but as stated above, no adjustments to rates will be made on this account through June 30, 2013. Any authorized adjustments in billing rates will be reflected in the invoice for legal services which constitutes our written notice to you.

Rutan & Tucker, LLP bills its clients for costs advanced on a client's behalf, such as filing fees, transcript and deposition fees, reasonable travel expenses, and expert witness fees. The firm also charges for certain costs and expenses incurred on behalf of clients such as long-distance telephone calls, facsimile and telecopier transmissions, copying, scanning, printing, postage, mileage, messengers, and computerized research. Notwithstanding the foregoing, we may forward to you large disbursement invoices for your direct payment to the supplier.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, however, may not be available to us until the following months, in which case a subsequent statement may be rendered to you for these additional charges, or an estimated amount may be included in the initial billing and an adjustment made when the actual disbursement information is available.

In the absence of other arrangements, our billing statements ordinarily will be rendered to you on a monthly basis.

Our billing statements are due and payable upon receipt. We ask payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services. Unless you notify us of any objection to any such billing statement (specifically describing the basis for such objection), within thirty (30) days after the date we send the billing statement to you, we will presume that you have no objection to the amounts set forth in the billing statement. If any statement remains unpaid for more than 30 days after the date the statement is sent by this firm, interest may be added at the rate of 10% per annum on the unpaid balance.

Unless specifically agreed in writing, we cannot make any guarantee as to the amount which you will incur for attorneys' fees and costs in any matter, as those figures will wholly depend on the time and effort required to be devoted to such matter. Any estimates of anticipated fees and costs, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees and costs. Unless

specifically agreed in writing, such estimates are not a maximum or minimum quotation and are not binding. The actual fees and costs will be determined in accordance with the policies described above.

General Terms.

We have been engaged to represent the City of Laguna Woods. Unless agreed to in writing, we are not representing any of its respective officials, affiliates, subsidiaries, officers, directors, principals, or employees. Accordingly, we can take on matters that may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matter(s) for which we have been engaged. If you so request, we will use reasonable efforts to suggest to you possible successor counsel and provide it with whatever documents you have provided to us, but will retain materials that we have generated, as noted below.

Unless previously terminated, our representation of you in any matter will terminate upon our sending to you our final invoice for services rendered for such matter. Upon the termination of such representation, our own lawyer work product documents, notes and files (the "Work Product Files") pertaining to your matter will be retained by the firm. Your documents, property and files that are not Work Product Files (the "Client Files") will be, at your request, returned to you upon the termination of such representation. Both the Client Files (unless otherwise returned to you at your request) and the Work Product Files will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable Public Records Act requirements and records retention policies of the City, we reserve the right to destroy or otherwise dispose of any such documents, property, files or other materials retained by us within a reasonable time after the termination of the engagement. Specifically, it is our current policy to store your Client Files for a period of five (5) years and at the conclusion of such five (5) year period we will make an attempt to contact you as to the disposition of your Client Files, but if we are unable to locate you, we reserve the right to destroy such Client Files.

We have made no representations, promises or guarantees to you regarding any outcome of any matter. Any comments about the outcome of your matter at any time during the performance of services do not constitute promises, guarantees, or assurances, as to the outcome of your matter.

Unless otherwise agreed in a signed writing, the firm shall have no responsibility to investigate or evaluate whether insurance is available for any matter covered by this engagement or to tender any matter covered by this engagement to any insurance carrier.

If we are required to respond to a subpoena of our records relating to services we have performed for you, or testify by deposition or otherwise concerning such services, then we will take reasonable steps to consult with you as to whether you wish to supply the information

demanded or assert objections to the extent you may properly do so. You agree to pay us for our time and costs incurred in responding to any such demand, in accordance with the provisions of this letter, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

In order to maximize efficiency, please be advised that attorneys and paraprofessionals at this firm routinely use the following communications methods to the fullest extent possible: e-mail, document transfer by computer, mobile telephones, and facsimile transfers.

Although not required in California, some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Rutan & Tucker, LLP hereby confirms the existence of such insurance coverage for the purposes of complying with such a requirement.

6.8
CITY HALL HVAC PROJECT
(No Report)

6.9
CITY HALL HVAC ELECTRICAL
CONNECTIONS (No Report)

6.10
EL TORO ROAD/ALISO CREEK ROAD
PROJECT, PHASE II

AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-1-2628

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LAGUNA WOODS

FOR

FEDERAL TRANSPORTATION ENHANCEMENT PROJECT

EL TORO ROAD / ALISO CREEK ROAD PHASE II

BICYCLE AND PEDESTRIAN ENHANCEMENT PROJECT

THIS AMENDMENT NO. 1 is effective this _____ day of _____ 2012,
by and between the Orange County Transportation Authority ("AUTHORITY"), and the
City of Laguna Woods ("CITY").

WITNESSETH:

WHEREAS, AUTHORITY and CITY entered into Cooperative Agreement C-1-2628 on
January 12, 2012, to define the roles and responsibilities related to funding between the
AUTHORITY and CITY for construction of El Toro Road / Aliso Creek Road Phase II Bicycle and
Pedestrian Enhancement ("PROJECT"); and

WHEREAS, AUTHORITY and CITY have agreed to adjust the disbursement of any potential
project cost savings as the California Transportation Commission (CTC) does not allow for savings
to be redistributed to local agencies once an allocation has taken place; and

WHEREAS, the AUTHORITY's Board of Directors approved this Amendment on
September 26, 2011;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY that
Cooperative Agreement No. C-1-2628 is hereby amended in the following particulars only:

/

1 1. Amend ARTICLE 2. SCOPE OF AGREEMENT, as noted below:

2 a) page 4, to delete in its entirety and in lieu thereof insert:

3 “This Agreement specifies the terms and conditions, roles and responsibilities of the
4 PARTIES as they pertain to the subjects and projects addressed herein. Both AUTHORITY and
5 CITY agree that each will cooperate and coordinate with the other in all activities covered by this
6 Agreement and any other supplemental agreements that may be required to facilitate purposes
7 thereof.”

8 2. Amend ARTICLE 3. RESPONSIBILITIES OF AUTHORITY, as noted below:

9 a) page 5, paragraph F, to delete in its entirety and in lieu thereof insert:

10 “AUTHORITY shall cancel projects for which CITY has not submitted a request for
11 authorization to proceed (E-76 Request) and allocation request by February 1 of the fiscal year
12 identified in Exhibit A as required in Article 4, paragraphs D and E, or has not advanced PROJECT
13 to ready-to-list stage as determined by Caltrans guidelines.”

14 b) page 5, to add paragraph H:

15 “AUTHORITY shall prohibit CITY from proposing projects in the next TE Call for Projects if
16 PROJECT TE funding is allocated by the CTC and CITY does not award a construction contract in
17 accordance with STIP timely use of funds requirements, cancels PROJECT, or if PROJECT is
18 cancelled by CTC for non-compliance with STIP requirements.”

19 3. Amend ARTICLE 4. RESPONSIBILITIES OF CITY, as noted below:

20 a) page 6, paragraph C, to delete in its entirety and in lieu thereof insert:

21 “CITY will submit a final report to AUTHORITY within six (6) months of Caltrans payment of
22 final billing for PROJECT in accordance with Exhibit C titled “TE Final Project Report Form.”

23 b) page 6, paragraph D, to delete in its entirety and in lieu thereof insert:

24 “CITY is responsible for preparing and submitting to AUTHORITY an Engineer’s Estimate of
25 the PROJECT cost and all CTC documentation needed for allocation vote ninety (90) days prior to
26 the CTC meeting at which CITY is requesting allocation, and no later than February 1 of the fiscal

1 year identified in Exhibit A. CITY agrees that any cost savings identified through the Engineer's
2 Estimate prior to allocation of funds shall be distributed proportionally between TE and local funding
3 based on proportional funding for construction phase in accordance with Exhibit A."

4 c) page 6, paragraph G, to delete in its entirety and in lieu thereof insert:

5 "TE funding for PROJECT is limited to the awarded amount of Five Hundred Thousand
6 Dollars (\$500,000) for construction. However, if PROJECT has cost savings at contract award, the
7 use of TE funding may be maximized up to the amount allocated by the CTC for items in the
8 PROJECT scope of work as provided in the 2010 Transportation Enhancement Call for Projects,
9 contingent on CITY providing a minimum of eleven and forty seven hundredths percent (11.47%)
10 local match for the construction cost."

11 d) page 6, paragraph H, to delete in its entirety and in lieu thereof insert:

12 "CITY agrees that the overall budget for PROJECT including construction management and
13 construction is One Million Ninety Two Thousand Five Hundred Fifty Six Dollars (\$1,092,556) in
14 accordance with Exhibit A titled "TE Funding Plan", contingent on TE funding being made available
15 through a continuing resolution to SAFETEA-LU or federal transportation act."

16 e) page 7, paragraph K, to delete in its entirety.

17 4. Amend ARTICLE 8. ADDITIONAL PROVISIONS, as noted below:

18 a) page 11, to add paragraph N:

19 "N. Successors and Assigns: The provisions of this Agreement shall bind and inure to
20 the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto."

21 b) page 11, to add paragraph O:

22 "O. Time is of the Essence: Time is of the essence for the work identified in Exhibit A. All
23 work must be completed no later than 42 months after the CTC allocation approval date."

24 /

25 /

26 /

1 The balance of Cooperative Agreement No. C-1-2628 remains unchanged.

2 IN WITNESSS WHEREOF, the parties hereto have caused this Amendment No. 1 to
3 Cooperative Agreement No. C-1-2628 to be executed on the date first above written.

4 CITY OF LAGUNA WOODS

ORANGE COUNTY TRANSPORTATION AUTHORITY

5
6 By: _____
7 Cynthia S. Connors
Mayor

By: _____
Meena Katakia
Manager, Capital Projects

8 ATTEST:

APPROVED AS TO FORM:

9
10 By: _____
11 Yolie Trippy
Deputy City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

12 APPROVED AS TO FORM:

13
14 By: _____
15 Joseph Straka
Interim City Attorney

16 Dated: _____
17
18
19
20
21
22
23
24

25
26

**AGREEMENT FOR THE
JOINT SHARE OF
EL TORO ROAD RECONSTRUCTION PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the CITY OF LAGUNA WOODS, a municipal corporation of the State of California, hereinafter referred to as "LAGUNA WOODS," and the CITY OF LAGUNA BEACH, a municipal corporation of the State of California, hereinafter referred to as "LAGUNA BEACH."

WHEREAS, LAGUNA WOODS and LAGUNA BEACH desire to rehabilitate and reconstruct El Toro Road, which street is partially located in LAGUNA WOODS and partially in LAGUNA BEACH, hereinafter referred to as the "El Toro Road Reconstruction Project" or "PROJECT;" and

WHEREAS, LAGUNA WOODS and LAGUNA BEACH desire to acknowledge that all costs for the design and construction of the PROJECT will be paid by LAGUNA WOODS through a combination of Measure M funds, state Transportation Development Act funds, federal Transportation Enhancement Activities funds, and local funds; and

WHEREAS, LAGUNA BEACH agrees that LAGUNA WOODS should act as lead agency for environmental clearance, design, engineering and administration of the construction contract for project efficiency; and

WHEREAS, LAGUNA BEACH and LAGUNA WOODS wish to define areas of responsibility for design, engineering and construction of the PROJECT;

NOW THEREFORE, IT IS AGREED by the parties as follows:

- A. LAGUNA WOODS shall be designated as Lead Agency for environmental clearance, design, engineering, construction and administration of the construction contract for the PROJECT.
- B. LAGUNA WOODS will design the PROJECT and prepare construction documents for Plans and Specifications and obtain the LAGUNA BEACH City Engineer's approval of the Plans and Specifications for the LAGUNA BEACH portion. LAGUNA BEACH shall provide, at no cost to LAGUNA WOODS, any LAGUNA BEACH permits required for PROJECT.
- C. For the purposes of this Agreement, "design and construction" shall include:
 - 1. The actual costs paid to engineering services firms for the surveying, management, design, drafting, modifications, and specifications needed to produce plans, specifications, and bid documents.
 - 2. The actual costs paid to contractors to purchase appropriate materials and construct or install pavement, sidewalks, medians, retaining walls, signs, lane striping, utility

connections and landscaping, including the costs of irrigation, controllers, permits and fees.

3. The actual costs paid to engineering services firms for construction management services, inspection services or field survey work as may be required to coordinate the work.
4. LAGUNA WOODS' administrative and professional staff costs and direct purchase of materials and supplies, if any, necessary to complete the work.
5. The actual cost associated with replacing any asphalt, curb, signal, pole or appurtenance damaged by any accident or act of nature, without regard to fault.

D. The cost of design and construction of the PROJECT shall be borne by LAGUNA WOODS.

E. LAGUNA WOODS:

1. Shall be designated as the Lead Agency for purposes of any activity relating to the PROJECT, including for purposes of complying with the requirements of CEQA.
2. Shall be responsible for the advertising, selection, hiring, and overseeing of any needed professional service associated with the design and construction for the PROJECT.
3. Shall provide LAGUNA BEACH the opportunity to review the preliminary and the final plans relating to the PROJECT.

F. LAGUNA BEACH:

1. Shall accept the improvements, provided they are constructed consistent with the approved construction plans, and shall maintain the section of El Toro Road and adjacent rights-of-way located within LAGUNA BEACH after completion of the PROJECT.
2. Shall promptly review any plans, specifications, or estimates presented to it for review under this Agreement and provide written approval, or written disapproval of said items clearly delineating the nature of the disapproval. Should no written communication be received by LAGUNA WOODS from LAGUNA BEACH within ten working days of presentation of a document to LAGUNA BEACH as described above, approval shall be deemed granted by LAGUNA BEACH without further communication.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. That neither LAGUNA BEACH nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LAGUNA WOODS under or in connection to any work,

authority or jurisdiction delegated to LAGUNA WOODS under this Agreement. It is also understood that pursuant to Government Code Section 895.4, LAGUNA WOODS shall fully indemnify and hold LAGUNA BEACH harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorneys fees and costs, occurring by reason of anything done by LAGUNA WOODS under or in connection with any work, authority or jurisdiction delegated to LAGUNA WOODS under this Agreement.

2. That neither LAGUNA WOODS nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LAGUNA BEACH under or in connection to any work, authority, or jurisdiction delegated to LAGUNA BEACH under this Agreement. It is also understood that pursuant to Government Code Section 895.4, LAGUNA BEACH shall fully indemnify and hold LAGUNA WOODS harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorneys fees and costs, occurring by reason of anything done by LAGUNA BEACH under or in connection with any work, authority or jurisdiction delegated to LAGUNA BEACH under this Agreement.
3. LAGUNA WOODS shall not be responsible for the direct payment of any salaries, wages, or other compensation to any LAGUNA BEACH officer or employee performing any services hereunder for LAGUNA WOODS, nor liable for any injury or sickness arising out of said employee or officer's employment, except as herein otherwise specified.
4. LAGUNA BEACH shall not be responsible for the direct payment of any salaries, wages, or other compensation to any LAGUNA WOODS officer or employee performing any services hereunder for LAGUNA BEACH, nor liable for any injury or sickness arising out of said employee or officer's employment, except as herein otherwise specified.
5. The terms of this Agreement may be reviewed at any time by either party by supplemental Agreement based upon mutual written consent of both parties.

/

/

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective City Managers and attested by their respective City Clerks, all thereunto duly authorized by their respective City Councils.

CITY OF LAGUNA WOODS

CITY OF LAGUNA BEACH

By: _____
Leslie A. Keane
City Manager

By: _____
John Pietig
City Manager

ATTEST:

ATTEST:

By: _____
Yolie Trippy
Deputy City Clerk

By: _____
Martha Anderson
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
David B. Cosgrove
City Attorney

By: _____
Philip Kohn
City Attorney

6.11
OCTA AND COUNTY OF ORANGE FOR
STATE-LOCAL PARTNERSHIP PROGRAM

COOPERATIVE AGREEMENT C-2-1313

(COUNTY AGREEMENT NO. D11-091)

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LAGUNA WOODS

AND

COUNTY OF ORANGE

FOR

PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM AND MEASURE M2 FAIR

SHARE PROJECT

MOULTON PARKWAY SMART STREET SEGMENT 3 PHASE II

THIS AGREEMENT is effective this _____ day of _____ 2012, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863, a public corporation of the State of California (AUTHORITY), the City of Laguna Woods, 24264 El Toro Road, Laguna Woods, California 92637, a municipal corporation duly organized and existing under the constitution and laws of the State of California (CITY), and the County of Orange, 300 North Flower Street, Santa Ana, California 92703, a political subdivision of the State of California (COUNTY).

RECITALS:

WHEREAS, AUTHORITY, CITY AND COUNTY (PARTIES) desire to enter into a Cooperative Agreement to define the roles and responsibilities related to funding between PARTIES for the construction of Moulton Parkway Smart Street Segment 3 Phase II (PROJECT) as defined by the project description provided by the City of Laguna Woods in its application for the Comprehensive Transportation Funding Program - 2010 Regional Capacity Program Call for Projects, incorporated herein by reference; and

1 **WHEREAS**, the California Transportation Commission (CTC) programs and allocates the
2 Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006;
3 (Proposition 1B) State-Local Partnership Program (SLPP) funds on behalf of the State of California;

4 **WHEREAS**, the California Department of Transportation (Caltrans) is responsible for
5 administering SLPP funds on behalf of CTC; and

6 **WHEREAS**, AUTHORITY is responsible for requesting programming of SLPP formula funds
7 to specific projects within Orange County; and

8 **WHEREAS**, SLPP funding for PROJECT is contingent upon funding being available through
9 both allocation by the CTC and availability of Proposition 1B funds, and PROJECT maintaining its
10 eligibility for this funding, and

11 **WHEREAS**, on July 25, 2011, AUTHORITY's Board of Directors, approved programming of
12 Three Million Four-Hundred Twenty-One Thousand and Seventeen dollars (\$3,421,017) in SLPP
13 funds for the construction phase of PROJECT, to be matched with Three Million Four-Hundred
14 Twenty-One Thousand and Seventeen dollars (\$3,421,017) of COUNTY Measure M2 Fair Share
15 (M2 Fair Share) local match for a total of Six Million Eight-Hundred Forty Two Thousand and Thirty
16 Four dollars (\$6,842,034) for the construction phase of PROJECT in accordance with Exhibit A titled
17 "SLPP Funding Plan", which is attached herein and incorporated by reference;

18 **WHEREAS**, PARTIES agree that the COUNTY will be the direct recipient of SLPP funding
19 from the State and will act as lead agency for environmental, engineering, construction and
20 construction management of PROJECT; and

21 **WHEREAS**, PARTIES agree CITY will act as the lead agency responsible for all right-of-way
22 needs of PROJECT and provide oversight of PROJECT consistent with cooperative agreement D03-
23 071 (July 26, 2005) and D99-100 (December 4, 2001) between CITY and COUNTY; and

24 **WHEREAS**, PARTIES agree COUNTY will adhere to M2 Comprehensive Transportation
25 Funding Programs Master Funding Agreement C-1-2758 (August 19, 2011) executed between the
26 COUNTY and AUTHORITY; and

1 **WHEREAS**, PARTIES agree CITY will adhere to M2 Comprehensive Transportation Funding
2 Programs Master Funding Agreement C-1-2772 (October 4, 2011) executed between the CITY and
3 AUTHORITY; and

4 **WHEREAS**, PARTIES agree that COUNTY's SLPP local match funding requirements for
5 PROJECT will be provided from COUNTY's M2 Local Fair Share apportionment for FY 2012-13 and
6 FY 2013-14 and shall be used as a dollar-for-dollar match for the SLPP funds approved for
7 PROJECT; and

8 **WHEREAS**, AUTHORITY's Board of Directors approved this Cooperative Agreement on July
9 25, 2011; and

10 **WHEREAS**, CITY's Council approved this Cooperative Agreement on this _____ day of
11 _____ 2012; and

12 **WHEREAS**, COUNTY's Board of Supervisors approved this Cooperative Agreement on this
13 _____ day of _____ 2012.

14 **NOW, THEREFORE**, it is mutually understood and agreed by PARTIES as follows:

15 **ARTICLE 1. COMPLETE AGREEMENT**

16 A. This Cooperative Agreement, including any attachments incorporated herein and
17 made applicable by reference, constitutes the complete and exclusive statement of the term(s) and
18 conditions(s) of this agreement between PARTIES and it supersedes all prior representations,
19 understandings, and communications with the exception of Cooperative Agreements D03-071 (July
20 26, 2005) and D99-100 (December 4, 2001), executed between the CITY and COUNTY. The
21 invalidity in whole or in part of any term or condition of this Cooperative Agreement shall not affect
22 the validity of other term(s) or conditions(s) of this Cooperative Agreement. The above referenced
23 recitals are true and correct and are incorporated by reference herein.

24 B. AUTHORITY'S failure to insist on any instance(s) of CITY's and/or COUNTY's
25 performance of any term(s) or condition(s) of this Cooperative Agreement shall not be construed as
26 a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of

1 such term(s) or condition(s), and CITY's and/or COUNTY's obligation in respect thereto shall
2 continue in full force and effect. Changes to any portion of this Cooperative Agreement shall not be
3 binding upon AUTHORITY except when specifically confirmed in writing by an authorized
4 representative of AUTHORITY by way of a written amendment to this Cooperative Agreement and
5 issued in accordance with the provisions of this Cooperative Agreement.

6 C. CITY's and/or COUNTY's failure to insist on any instance(s) of AUTHORITY's
7 performance of any term(s) or condition(s) of this Cooperative Agreement shall not be construed as
8 a waiver or relinquishment of CITY's and/or COUNTY's right to such performance or to future
9 performance of such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall
10 continue in full force and effect. Changes to any portion of this Cooperative Agreement shall not be
11 binding upon CITY and/or COUNTY except when specifically confirmed in writing by an authorized
12 representative of CITY and/or COUNTY by way of a written amendment to this Cooperative
13 Agreement and issued in accordance with the provisions of this Cooperative Agreement.

14 **ARTICLE 2. SCOPE OF AGREEMENT**

15 This Cooperative Agreement specifies the roles and responsibilities of PARTIES as they
16 pertain to the subjects and projects addressed herein. PARTIES agree that each will cooperate and
17 coordinate with the others in all activities covered by this Cooperative Agreement and any other
18 supplemental agreements that may be required to facilitate purposes thereof.

19 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

20 AUTHORITY agrees to the following responsibilities for PROJECT:

21 A. AUTHORITY shall formally request on behalf of CITY and COUNTY that the Southern
22 California Association of Governments (SCAG) amend the Federal Transportation Improvement
23 Program (FTIP) to program Six Million Eight-Hundred Forty Two Thousand and Thirty Four dollars
24 (\$6,842,034) in accordance with the funding plan outlined in Exhibit A, whereby AUTHORITY's
25 performance under this Cooperative Agreement is contingent upon SCAG, Caltrans, and Federal
26 Highways Administration (FHWA) approval.

1 B. AUTHORITY shall request that the CTC program Three Million Four-Hundred
2 Twenty-One Thousand and Seventeen dollars (\$3,421,017) in SLPP, and is not obligated to
3 program or provide any amount beyond what has been identified in this Article.

4 C. AUTHORITY shall provide assistance to CITY and COUNTY in securing and
5 maintaining eligibility for SLPP funds.

6 D. AUTHORITY shall review and approve COUNTY's request for allocation prior to
7 submittal to Caltrans District 12.

8 E. AUTHORITY shall cancel PROJECT if COUNTY has not submitted a CTC allocation
9 request by December 1 of the fiscal year programmed in Exhibit A. AUTHORITY shall cancel
10 PROJECT if COUNTY has not awarded a contract twelve months after the date of CTC allocation.

11 F. AUTHORITY shall proportionally reduce SLPP and M2 Fair Share in equal amounts if
12 PROJECT has any estimated cost savings at allocation or has cost savings based on the final
13 construction cost at the time of filing the notice of completion. Cost savings will not be distributed to
14 other fund sources programmed to PROJECT, except those identified in Article 3 paragraph F.

15 **ARTICLE 4. RESPONSIBILITIES OF COUNTY**

16 COUNTY agrees to the following responsibilities for PROJECT:

17 A. COUNTY is the direct recipient of SLPP funds and will act as the lead agency for the
18 environmental, engineering, construction, and construction management of PROJECT.

19 B. COUNTY agrees that AUTHORITY is only responsible for programming Three Million
20 Four-Hundred Twenty-One Thousand and Seventeen dollars (\$3,421,017) in SLPP, and is not
21 obligated to program or provide any amount beyond what has been identified in this Article.

22 C. COUNTY is responsible for preparing and submitting to AUTHORITY all CTC
23 documentation needed for allocation vote 90 calendar days prior to CTC meeting and no later than
24 December 1 of the fiscal year identified in Exhibit A.

25 D. COUNTY is responsible for notifying AUTHORITY immediately of any expected
26 delays or changes to PROJECT that deviates from Exhibit A.

1 E. COUNTY is responsible for preparing and submitting all necessary CTC and Caltrans
2 documentation including the allocation request. All prior approvals, including but not limited to
3 Caltrans environmental approval and right-of-way certification (if applicable), must be attained prior
4 to December 1 submittal of the allocation request of the fiscal year identified in Exhibit A. COUNTY
5 may proceed with advertisement of PROJECT prior to CTC allocation approval, but may not award
6 any contract or start any work prior to CTC allocation or Letter of No Prejudice (LONP) approval.

7 F. COUNTY is required to award a contract six months after the date of CTC allocation
8 but may request one six month extension for contract award. Extension request must be submitted
9 90 calendar days before contract award deadline.

10 G. COUNTY agrees to provide a dollar-for-dollar match to SLPP funding in COUNTY's
11 local M2 Fair Share revenues for FY 2012-13 and FY 2013-14 as the required local match. Based
12 on the existing budget, this amount is estimated to be Three Million Four-Hundred Twenty-One
13 Thousand and Seventeen dollars (\$3,421,017). Actual funding amount will be determined based on
14 the final construction cost at the time of filing the notice of completion.

15 H. COUNTY agrees that the overall construction and construction management budget
16 for this PROJECT is Six Million Eight-Hundred Forty Two Thousand and Thirty Four dollars
17 (\$6,842,034); contingent on availability of SLPP funding and CTC allocation.

18 I. COUNTY agrees that cost savings in construction shall be distributed proportionally
19 to SLPP, and COUNTY's local M2 Fair Share revenues, based on the final construction cost at the
20 time of filing the notice of completion consistent with the funding proportions noted in Exhibit A. Cost
21 savings will not be distributed to other fund sources programmed for PROJECT. COUNTY agrees
22 that any cost overruns shall be the responsibility of COUNTY and not the responsibility of
23 AUTHORITY.

24 J. COUNTY is responsible for completing PROJECT in accordance with the funding
25 plan (EXHIBIT A), timely use of funds requirements, and for abiding by all SLPP programming
26 guidelines, State Transportation Improvement Program Guidelines, and any and all other

1 requirements of the State, CTC, and Caltrans related to SLPP. COUNTY is responsible for
2 submitting quarterly review reports for PROJECT to Caltrans. Reports must be copied to
3 AUTHORITY and CITY.

4 **ARTICLE 5. RESPONSIBILITIES OF CITY**

5 CITY agrees to the following responsibilities for PROJECT:

6 A. CITY will act as the lead agency responsible for all the right-of-way needs for
7 PROJECT.

8 B. CITY agrees the COUNTY will be the direct recipient of SLPP funds.

9 C. CITY's responsibilities during construction of PROJECT shall be in accordance with
10 Cooperative Agreements D03-071 (July 26, 2005) and D99-100 (December 4, 2001), executed
11 between the CITY and COUNTY.

12 **ARTICLE 6. DELEGATED AUTHORITY**

13 The actions required to be taken by CITY and COUNTY in the implementation of this
14 Cooperative Agreement such as approval of amendments and extensions are delegated to each
15 Director of Public Works, or designee, and the actions required to be taken by AUTHORITY in the
16 implementation of this Cooperative Agreement are delegated to AUTHORITY's Chief Executive
17 Officer, or designee.

18 **ARTICLE 7. AUDIT AND INSPECTION**

19 PARTIES shall maintain a complete set of records in accordance with generally accepted
20 accounting principles. Upon reasonable notice, CITY and COUNTY shall permit the authorized
21 representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts,
22 and other data and records of CITY and COUNTY for a period of four (4) years after final payment,
23 or until any on-going audit is completed. For purposes of audit, the date of completion of this
24 Cooperative Agreement shall be the date of Caltrans' payment of COUNTY's final billing (so noted
25 on the invoice) under this Cooperative Agreement. AUTHORITY shall have the right to reproduce
26 any such books, records, and accounts. The above provision with respect to audits shall extend to

1 and/or be included in construction contracts with COUNTY's contractor.

2 **ARTICLE 8. INDEMNIFICATION**

3 A. CITY and COUNTY shall each indemnify, defend and hold harmless AUTHORITY, its
4 officers, directors, employees and agents from and against any and all claims (including attorney's
5 fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries,
6 including death, worker's compensation subrogation claims, damage to or loss of use of property
7 alleged to be caused by the negligent acts, omissions or willful misconduct by either CITY or
8 COUNTY, their officers, directors, employees or agents in connection with or arising out of the
9 performance of this Cooperative Agreement.

10 B. AUTHORITY shall indemnify, defend and hold harmless both CITY and COUNTY,
11 their officers, directors, employees and agents from and against any and all claims (including
12 attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily
13 injuries, including death, worker's compensation subrogation claims, damage to or loss of use of
14 property alleged to be caused by the negligent acts, omissions or willful misconduct by
15 AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the
16 performance of this Cooperative Agreement.

17 C. The indemnification and defense obligations of this Cooperative Agreement shall
18 survive its expiration or termination.

19 **ARTICLE 9. ADDITIONAL PROVISIONS**

20 PARTIES agree to the following mutual responsibilities:

21 A. Term of Agreement: This Cooperative Agreement shall continue in full force and effect
22 through PROJECT completion, final acceptance by AUTHORITY, Caltrans' payment of the COUNTY'S
23 final billing, or 42 months from the date of CTC allocation, whichever is earlier. This Cooperative
24 Agreement may be extended at the mutual consent of all three parties.

25 B. Termination: This agreement is null and void if PROJECT is not funded. AUTHORITY
26 shall cancel PROJECT for which COUNTY has not awarded a contract twelve months after the date

1 of CTC allocation, or has not advanced the PROJECT to ready to list stage as determined by
2 AUTHORITY. This Cooperative Agreement may be terminated by either party after giving thirty (30)
3 calendar days written notice. This Cooperative Agreement shall not be terminated without mutual
4 agreement of all parties.

5 C. This Cooperative Agreement may be amended in writing at any time by the mutual
6 consent of all three parties. No amendment shall have any force or effect unless executed in writing
7 by all three parties.

8 D. PARTIES shall comply with all applicable federal, state, and local laws, statutes,
9 ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

10 E. Legal Authority: PARTIES hereto consent that they are authorized to execute this
11 Cooperative Agreement on behalf of said parties and that, by so executing this agreement, the
12 parties hereto are formally bound to the provisions of this Cooperative Agreement.

13 F. Severability: If any term, provision, covenant or condition of this Cooperative
14 Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of
15 competent jurisdiction, the remainder of this Cooperative Agreement shall not be affected thereby,
16 and each term, provision, covenant or condition of this Cooperative Agreement shall be valid and
17 enforceable to the fullest extent permitted by law.

18 G. Counterparts of Agreement: This Cooperative Agreement may be executed and
19 delivered in any number of counterparts, each of which, when executed and delivered shall be
20 deemed an original and all of which together shall constitute the same agreement. Facsimile
21 signatures will be permitted.

22 H. Force Majeure: Each of the PARTIES shall be excused from performing its obligations
23 under this Cooperative Agreement during the time and to the extent that it is prevented from performing
24 by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood;
25 acts of God; commandeering of material, products, plants or facilities by the federal, state or local
26 government; national fuel shortage; or a material act or omission by the other party; when satisfactory

1 evidence of such cause is presented to the other party, and provided further that such nonperformance
2 is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not
3 performing.

4 I. Assignment: Neither this Cooperative Agreement, nor any of the PARTIES' rights,
5 obligations, duties, or authority hereunder may be assigned in whole or in part by any party without the
6 prior written consent of the other parties in their sole and absolute discretion. Any such attempt of
7 assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be
8 deemed consent to any subsequent assignment, nor the waiver of any right to consent to such
9 subsequent assignment.

10 J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to
11 authorize or require any party to issue bonds, notes or other evidences of indebtedness under the
12 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

13 K. Governing Law: The laws of the State of California and applicable local and federal
14 laws, regulations and guidelines shall govern this Cooperative Agreement.

15 L. Litigation fees: Should litigation arise out of this Cooperative Agreement for the
16 performance thereof, the court shall award costs and expenses, including attorney's fees, to the
17 prevailing party.

18 M. Notices: Any notices, requests, or demands made between the parties pursuant to this
19 Cooperative Agreement are to be directed as follows:

- 20 /
- 21 /
- 22 /
- 23 /
- 24 /
- 25 /
- 26 /

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

To CITY:	To AUTHORITY:
City of Laguna Woods	Orange County Transportation Authority
24264 El Toro Road Laguna Woods, CA 92637	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Douglas Reilly, Assistant City Manager Tel: 949-639-0561 E-mail: dreilly@lagunawoodscity.org	Attention: Robert Webb, Senior Contracts Administrator Tel: 714-560-5743 E-mail: rwebb@octa.net Cc: Louis Zhao, Associate Transportation Funding Analyst

To COUNTY:
COUNTY OF ORANGE
300 North Flower Street Santa Ana, CA 92703-5000
Attention: Khalid Bazmi, Manager, OC Public Works/OC Engineering/Road Tel: 714.245.4575 E-mail: Khalid.Bazmi@ocpw.ocgov.com

/

/

/

/

This Cooperative Agreement shall be effective upon execution by all three parties.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement No. C-2-1313 to be executed on the date first above written.

CITY OF LAGUNA WOODS

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Leslie A. Keane
City Manager

By: _____
Will Kempton
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____
Yolie Trippy
Deputy City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

City Attorney

By: _____
Kia Montazavi
Executive Director, Planning

By: _____
David B. Cosgrove
City Attorney

Dated: _____

Dated: _____

1 This Cooperative Agreement shall be effective upon execution by all three parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Agreement No. C-2-
3 1313 to be executed on the date first above written.

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

5
6 By: _____
7 Chairman, Board of Supervisors

8
9 **ATTEST, SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN**
10 **DELIVERED TO THE CHAIRMAN OF THE BOARD:**

11 By: _____
12 Darlene Bloom, Clerk of the Board of Supervisors of Orange County, California

13
14 **APPROVED AS TO FORM, COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA:**

15
16 By: _____
17 Deputy

6.12
PEDESTRIAN AND LANDSCAPE
MAINTENANCE EASEMENT

**PLEASE RECORD AND WHEN
RECORDED, RETURN TO:**

City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637
Attn: City Clerk

The undersigned Grantor declares that this document is recorded at the request of and for the benefit of the City of Laguna Hills, and therefore is exempt from the payment of a recording fee pursuant to California Government Code Section §§6103 and 27383 and from payment of the documentary transfer tax pursuant to California Revenue and Taxation Code Section §11922.

Space above this line for Recorder's Use Only

GRANT OF EASEMENT
(Ayers Hotel at City Centre Park)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Ayres - Laguna Woods, LP a California Limited Partnership who acquired title under a grant deed recorded September 20, 2000 as Instrument Number 20000490679 of Official Records ("Grantor"), does hereby GRANT to the CITY OF LAGUNA WOODS, a California municipal corporation ("Grantee") a perpetual easement for pedestrian access and landscape maintenance purposes in, on, across, and under the real property in the City of Laguna Woods, County of Orange, State of California, described on Exhibit A and depicted on Exhibit B attached hereto and made a part hereof by this reference (the "Easement Area").

SUBJECT TO any and all covenants, conditions, restrictions, reservations, easements, rights, rights-of-way and encumbrances of record or apparent or of which Grantee has actual notice in, on, across, or under the Easement Area.

Date: _____

Ayers - Laguna Woods, a California Limited Partnership

By: _____

Name: Donald B. Ayres III

Title: Partner

EXHIBIT "A"

**LEGAL DESCRIPTION FOR LANDSCAPE MAINTENANCE AND PEDESTRIAN
ACCESS EASEMENT**

PARCEL 1:

THAT PORTION OF PARCEL 6 OF PARCEL MAP NO. 99-188 IN THE CITY OF LAGUNA WOODS, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON A MAP FILED IN BOOK 312, PAGES 20 THRU 23 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

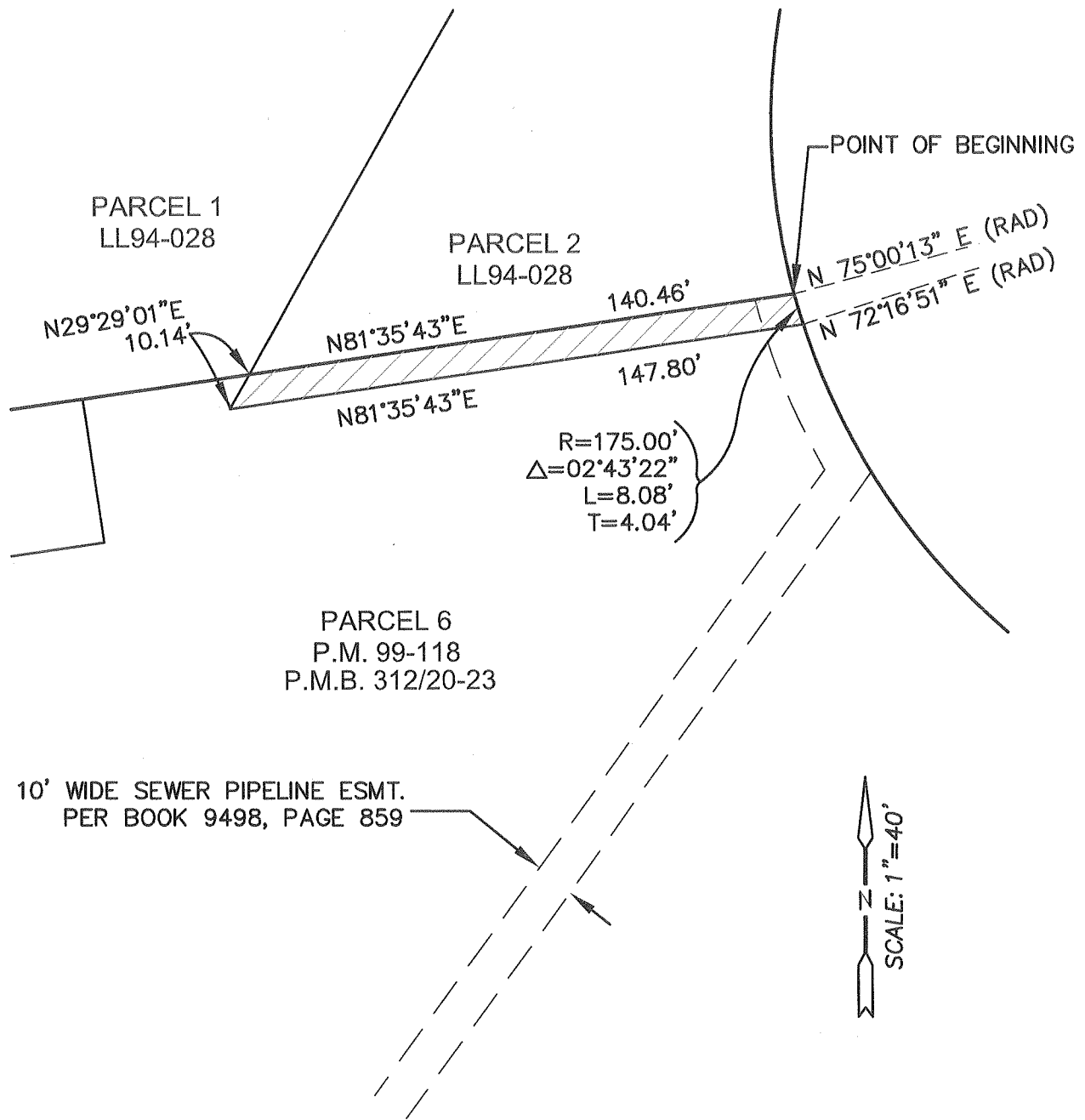
BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 6; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SOUTH 81°35'43" WEST 140.46 FEET; THENCE LEAVING SAID LINE SOUTH 08°24'17" EAST 10.14 FEET; THENCE NORTH 81°35'43" EAST 147.80 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL, SAID POINT BEING ALSO ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 170.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 72°16'51" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, 8.08 FEET THROUGH A CENTRAL ANGLE OF 2°43'22" FEET TO THE POINT OF BEGINNING.

CONTAINING 1152.79 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

DENNIS D. NELSON, R.C.E. 23434
EXPIRES: DECEMBER 31, 2013

EXHIBIT B LANDSCAPE MAINTENANCE AND PEDESTRIAN ACCESS EASEMENT



PERPARED UNDER THE SUPERVISION OF


DENNIS D. NELSON R.C.E. 23434 EXP. 12/31/13

7.1
CONSTRUCTION AND DEMOLITION
REGULATIONS

**City of Laguna Woods
Agenda Report**

FOR: March 21, 2012 City Council Meeting

TO: Honorable Mayor and Councilmembers

FROM: Douglas C. Reilly, Assistant City Manager 

AGENDA ITEM: Construction and Demolition Materials Management

Recommendation

Introduce and approve first reading of an ordinance pertaining to construction and demolition materials management, entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS, CALIFORNIA,
AMENDING CHAPTER 4.24 OF THE LAGUNA WOODS MUNICIPAL
CODE PERTAINING TO CONSTRUCTION AND DEMOLITION
MATERIALS MANAGEMENT

Background

In 2006, the City Council adopted regulations concerning the disposition of solid waste generated by construction and demolition activities. The intent was to ensure the City's continued compliance with the California Integrated Waste Management Act of 1989 (Assembly Bill 939), which requires cities to divert at least 50% of discarded materials from disposal in landfills and transformation facilities. New legislation adopted last year that became effective on January 1, 2012 asked for voluntary diversion of 75% from landfills by 2020, but this is likely to become mandatory in the future.

Discussion

The City's construction and demolition materials management regulations, adopted by the City Council in 2006, require applicants with City permits for certain "covered projects" to provide evidence that their project either used the franchised waste hauler or self-hauled their materials to a City-approved facility. It is illegal and a violation of the City's Municipal Code for applicants to use a third-party

hauler other than Ware Disposal, the City's exclusive franchised hauler. Certain covered projects are also required to provide a diversion security deposit, calculated at 3% of a project's value up to \$50,000. The deposit is held by the City until compliance is verified.

In order to increase the effectiveness, clarity and consistency of the City's regulations, staff is proposing several modifications, including:

- Covered and Exempt Projects – The existing regulations, with some exemptions, apply to all projects for which the City issues a building, demolition, grading or similar permit. The proposed ordinance eliminates the current exemption for swimming pools, spas, and projects with only plumbing, electrical and/or mechanical permits. A new exemption is added for projects that are projected to generate less than three cubic yards of construction and demolition material. The existing exemption for emergency work would remain unchanged. Projects that would likely fall under the three cubic yards would include a new window or door opening, skylights, patio covers, patio enclosures, and bathroom and kitchen remodels. Combinations of these types of projects or a bathroom split, for instance, would likely result in more than three cubic yards of material and require compliance with the modified ordinance. Staff believes that the overall impact of the regulations will increase diversion by focusing on the amount of materials generated rather than the type of project being permitted.
- Diversion Security Deposits – The existing regulations require remittance of 3% of the estimated total project cost, up to \$50,000, as a diversion security deposit for projects with a valuation of \$25,000 or more. As an alternative to requiring compliance as a condition for the final approval of permits, all covered projects would be required to submit a diversion security deposit calculated based on the average rental cost of containers for the amount of materials projected to be generated and the staff time required to administer the construction and demolition materials management program. Deposits would range from \$250 to \$50,000, depending on the type of project. It is anticipated that approximately half of the projects that do not now submit a diversion security deposit (50 per month) would be required to do so under the proposed ordinance, but a similar number of projects that do not generate a minimum of three cubic yards of materials would no longer be required to comply. The projects that would no longer be required to comply currently provide proof of compliance prior to the final approval of permits.

- Compliance as a Requirement for Permit Issuance and Deposit Refund – The existing regulations require compliance as a condition of final approval of permits for covered projects with a valuation of \$25,000 or more. The result is that permits for work that is otherwise done in full conformance with City codes cannot be approved in the field at the time of the project’s final inspection. The current process of “finaling” all permits at City Hall involves a significant amount of staff time and creates delays that can slow real estate transactions, including the close of escrow. The proposed ordinance requires compliance only as a condition for refund of diversion security deposits and will allow the City to resume finaling permits in the field.

- Proof of Compliance – Several modifications are proposed to the documents required from applicants as a condition for the refund of diversion security deposits. Most notably, applicants would be allowed to submit a description of materials salvaged as proof of compliance and applicants who use Waste Disposal would be required to submit proof of container rental or delivery.

Fiscal Impact

Covered projects with a valuation of less than \$25,000 and no diversion security deposit requirement are currently cited \$100 for non-compliance. The proposed ordinance would require a deposit for all covered projects, which would increase the total number of deposits collected by the City; however, deposits are not considered earned revenue unless forfeited by the applicant as a result of non-compliance. Staff expects that the vast majority of deposits would continue to be refunded and fines collected would decrease. A total of \$900 in fines was collected in fiscal year 2010-2011. The processing of refunds would require additional staff time, however, the overall amount of staff time would be reduced by allowing the City’s building inspectors to issue final permit approvals in the field.

Conclusion

The key differences between the existing and proposed construction and demolition materials management regulations concern applicability, actions predicated on compliance, requirements and calculations of diversion security deposits, and the documentation required from applicants as proof of compliance. Many small projects will not have to comply with the new ordinance. Continued implementation of construction and demolition materials management regulations

is essential to maintaining the City's compliance with Assembly Bill 939, particularly if the state's mandatory diversion goal increases to 75%.

Attachments: Proposed Ordinance
Diversion Security Deposit Calculations

Ordinance Prepared by: Christopher Macon, Director of Public Safety 

Approved by:



Leslie A. Keane, City Manager

ORDINANCE NO. 12-XX

**AN ORDINANCE OF THE CITY OF LAGUNA WOODS, CALIFORNIA,
AMENDING CHAPTER 4.24 OF THE LAGUNA WOODS MUNICIPAL
CODE PERTAINING TO CONSTRUCTION AND DEMOLITION
MATERIALS MANAGEMENT**

WHEREAS, the California Integrated Waste Management Act of 1989, commonly referred to as Assembly Bill 939, codified in substantial part at Public Resources Code §40000 and following, requires each local jurisdiction in the State to divert 50% of discarded materials from disposal in landfills and transformation facilities; and

WHEREAS, under Article 11, Section 7, of the California Constitution as implemented in part by Public Resources Code §40059, the City has the authority to regulate solid waste generated in the City; and

WHEREAS, construction and demolition materials (“C&D materials”) and inert wastes constitute a substantial percentage of the waste stream in the State and these materials have significant potential for waste reduction and recycling; and

WHEREAS, the reuse and recycling of C&D materials and removal of inert wastes from the waste stream are essential to further the City’s efforts to reduce waste and comply with Assembly Bill 939, Senate Bill 1374, the California Green Building Standards Code, and related diversion requirements of the California Department of Resources Recycling and Recovery; and

WHEREAS, waste reduction, reuse and recycling of C&D materials reduce the amount of C&D materials transported for disposal in landfills and transformation facilities; and

WHEREAS, except in unusual circumstances, it is feasible to divert at least 50% of all C&D materials and inert wastes from construction, demolition, grading and renovation projects; and

WHEREAS, to ensure compliance with Chapter 4.24 and to ensure that those who comply with this chapter are not placed at a competitive disadvantage, it is necessary to impose a diversion security deposit requirement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. **Findings**

The City Council hereby incorporates the foregoing recitals and findings.

SECTION 2. **Repeal of Existing Regulations**

Chapter 4.24 (Construction and Demolition Materials Management) of the Laguna Woods Municipal Code is hereby repealed.

SECTION 3. **Adoption of New Regulations**

Chapter 4.24 (Construction and Demolition Materials Management) is hereby added to Title 4 (Health and Sanitation) of the Laguna Woods Municipal Code as follows:

CHAPTER 4.24. - CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT

- Sec. 4.24.010. - Purpose.
- Sec. 4.24.020. - Definitions.
- Sec. 4.24.030. - Covered projects.
- Sec. 4.24.040. - Exempt projects.
- Sec. 4.24.050. - C&DMMP required.
- Sec. 4.24.060. - Diversion security deposits.
- Sec. 4.24.070. - Approval of C&DMMP.
- Sec. 4.24.080. - Disapproval of C&DMMP.
- Sec. 4.24.090. - Application for refund.
- Sec. 4.24.100. - Weight of construction and demolition material diversion.
- Sec. 4.24.110. - Determination of compliance and release of diversion security deposit.
- Sec. 4.24.120. - C&DMMP waivers.
- Sec. 4.24.130. - Appeal.
- Sec. 4.24.140. - Inspection.
- Sec. 4.24.150. - Infraction.

Section 4.24.010. - Purpose.

The purpose of this chapter is to promote the recycling of construction and demolition waste in order to protect the public health, safety, and welfare and to meet the City's obligations under Assembly Bill 939, Senate Bill 1374, the California Green Building Standards Code, and related diversion requirements of the California Department of Resources Recycling and Recovery.

Section 4.24.020. - Definitions.

For the purposes of this chapter the following words and phrases are defined as follows, unless it is apparent from the context that a different meaning is intended. Words and phrases not defined by this section shall have the meanings set forth in Division 30, Part 1, Chapter 2 of the Public Resources Code, §§ 40000 and following and the regulations of the California Department of Resources Recycling and Recovery.

If not defined in the Public Resources Code or the California Department of Resources Recycling and Recovery's regulations, then the definitions found in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 and following and the regulations implementing RCRA, as they may be amended, shall apply.

- (05) *Applicant* shall mean any person, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever required to apply for a City permit to undertake any covered project, as defined below.
- (10) *Community Development Director* shall mean the City Manager's designee and his or her designees.
- (15) *Construction and Demolition Materials* or *C&D Materials* shall mean used or commonly discarded materials removed from premises of a covered project during construction, grading, remodeling, repair, demolition, deconstruction or renovation resulting from construction, renovation, grading, remodeling, repair, deconstruction or demolition operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, inert waste (including rock, concrete, brick, sand, soil, ceramics and cured asphalt), gravel, plaster, gypsum wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees, stumps, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble.

- (20) *Construction and Demolition Diversion Security Deposit* or *Diversion Security Deposit* shall mean cash or a letter of credit in a form acceptable to the City, submitted to the City pursuant this chapter.
- (25) *Construction and Demolition Materials Management Plan* or *C&DMMP*, shall mean a completed C&DMMP form, approved by the City for the purpose of compliance with this chapter.
- (30) *Covered Project* shall mean a project for which a building, demolition, grading or other similar permit is required by the City.
- (35) *Deconstruction* shall mean a process to dismantle or remove useable materials from structures, in a manner which maximizes the recovery of building materials for reuse and recycling and minimizes the amount of waste transported for disposal in landfills and transformation facilities.
- (40) *Divert* or *Diversion* shall mean activities which reduce or eliminate the amount of C&D material from disposal in a landfill or transformation facility. See Public Resources Code § 40124.
- (45) *Diversion Requirement* shall mean the diversion of at least fifty percent (50%), by weight, of the C&D material, other than inert waste, generated by a covered project by reuse or recycling, and that at least fifty percent (50%) of the inert waste is removed from the solid waste stream and not disposed of in a solid waste landfill, unless the applicant has been granted an exemption pursuant to this chapter. If the applicant has been granted an exemption, the diversion requirement shall be the maximum feasible diversion rate established by the Community Development Director for the project.
- (50) *Feasible* shall have the meaning ascribed by Public Resources Code § 21061.1.
- (55) *Inert Waste* shall have the meaning ascribed by Public Resources Code § 41821.3(a)(1).
- (60) *Project* shall mean any activity for which a building, demolition, grading or other similar permit is required from the City.
- (65) *Recycling* shall have the meaning ascribed by Public Resources Code § 40180.
- (70) *Reuse* shall mean further or repeated use of C&D materials or Inert Waste.
- (75) *Salvage* shall mean the controlled removal of C&D materials from a permitted construction or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.
- (80) *Valuation* shall have the same meaning as defined in Chapter 10.08 (California Building Code) of this Code.

Section 4.24.030. - Covered projects.

All covered projects shall comply with the provisions of this chapter. Compliance with the provisions of this chapter shall be a condition for refund of the project’s diversion security deposit.

Section 4.24.040. - Exempt projects.

The provisions of this chapter shall not apply to any of the following:

- (1) Work that does not require a building permit, demolition permit, and/or grading permit;
- (2) Projects that are not projected to generate three cubic yards or more of C&D materials; or
- (3) Demolition or construction required to protect public health or safety in an emergency, as defined in Public Resources Code § 21060.3.

Section 4.24.050. - C&DMMP required.

Each applicant for a permit for any covered project shall complete and submit to the Community Development Department a C&DMMP on a form approved by the City for this purpose prior to permit issuance. The completed C&DMMP, at a minimum, shall indicate all of the following: (1) the estimated weight of C&D materials, itemized as required by City, to be generated; (2) the maximum weight of C&D materials projected to be generated by the covered project; (3) the estimated weight of residual C&D materials to be transported for disposal in a landfill or transformation facility; and (4) the estimated weight of inert waste to be removed from the waste stream and not disposed of in a landfill or transformation facility.

Section 4.24.060. - Diversion security deposits.

Each applicant for a permit for a covered project, except for all City-sponsored projects, shall submit a diversion security deposit with the C&DMMP. The amount of the diversion security deposit shall be as follows:

Amount of C&D Materials Projected to be Generated	Amount of Diversion Security Deposit
3 to less than 10 cubic yards	\$250

10 to less than 80 cubic yards	\$900
80 or more cubic yards	\$2,700
25 or more permits expected to be issued to a single applicant in a single calendar year for similar covered projects projected to generate a cumulative total of 400 or more cubic yards	\$7,050
Any new building or building demolition, as defined by the City's Building Code	\$100 per 3 cubic yards of C&D Materials projected to be generated, up to a maximum of \$50,000

Section 4.24.070. - Approval of C&DMMP.

The Community Development Director shall approve a C&DMMP if all of the following conditions have been met:

- (1) The C&DMMP provides all of the information set forth in Section 4.24.050 of this chapter;
- (2) The C&DMMP indicates that the diversion requirement will be met; and
- (3) The applicant has submitted an appropriate diversion security deposit in compliance with Section 4.24.060 of this chapter.

Section 4.24.080. - Disapproval of C&DMMP.

If the Community Development Director determines that the C&DMMP is incomplete or fails to meet the diversion requirement, the Community Development Director shall notify the applicant and no permits shall be issued until the C&DMMP is approved.

Section 4.24.090. - Application for refund.

Within 180 days after the completion (permit final) of any covered project that requires a diversion security deposit, the applicant may submit to the Community Development Director documentation that the applicant has met the diversion requirement for the project and apply for a refund of the diversion security deposit.

This documentation may include any of the following in form sufficient to the City:

- (1) For covered projects that use the City's franchise waste hauler, proof of purchase or delivery of waste containers shall be sufficient to meet the diversion requirement. Weight of materials will not be required;
- (2) Receipts or gate tickets from the vendor or facility which received the C&D materials showing the actual weight of that material and "Laguna Woods" as the city of origin;
- (3) A description of the type and amount of materials used for salvage; or
- (4) Any additional information the Community Development Director determines is relevant to determining the applicant's efforts to comply in good faith with this chapter.

Section 4.24.100. - Weight of construction and demolition material diversion.

Applicants shall make reasonable efforts to ensure that all C&D materials diverted, or delivered to disposal facilities for disposal, are measured and recorded using the most accurate method of measurement reasonably available. To the extent practicable, all C&D materials and inert waste to be removed from the waste stream and not disposed in a landfill or transformation facility or used for salvage shall be weighed on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D materials for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use standardized conversion rates approved by the City for this purpose. All weight-related documentation must indicate "Laguna Woods" as the city of origin.

Section 4.24.110. - Determination of compliance and release of diversion security deposit.

The Community Development Director shall review the information submitted under Section 4.24.090 of this chapter and determine whether the applicant has complied with the C&DMMP, as follows:

- (1) *Full Compliance.* If the Community Development Director determines that the applicant has fully complied with the C&DMMP applicable to the project, the Community Development Director shall cause the full diversion security deposit to be released to the applicant.

- (2) *Good Faith Effort to Comply.* If the Community Development Director determines that the applicant has not fully complied with the C&DMMP, the Community Development Director shall determine whether the applicant made a good faith effort to comply with this chapter. In making this determination, the Community Development Director shall consider the availability of markets for the C&D materials transported for disposal in a landfill or transformation facility, the size of the project, and the documented efforts of the applicant to divert C&D materials and remove inert waste from the waste stream. If the Community Development Director determines that the applicant has made a good faith effort to comply with this chapter, the Community Development Director shall approve the release of the diversion security deposit, or a portion thereof, to the applicant. Any portion of the diversion security deposit not released to the applicant shall be retained by the City.
- (3) *Noncompliance.* If the Community Development Director determines that the applicant has not made a good faith effort to comply with this chapter, or if the applicant failed to submit the documentation required by Section 4.24.090 of this chapter within the required time period, then the diversion security deposit shall be retained by the City.
- (4) *Refund of Erroneous Payment.* The Community Development Director may authorize the refund of any diversion security deposit which was erroneously paid or collected.
- (5) *Withdrawal of Permit Application.* The Community Development Director may authorize the refund of any diversion security deposit if the permit application for a covered project is withdrawn or cancelled before any work has begun.
- (6) Diversion security deposits retained by the City may be used only for:
 - a. Payment of diversion security deposit refunds;
 - b. Costs of administration of the program established by this chapter; and
 - c. Cost of programs to encourage and achieve diversion of construction materials from disposal at disposal facilities.

Section 4.24.120. - C&DMMP waivers.

- (a) If an applicant for a covered project experiences or anticipates unique circumstances that the applicant believes make it not feasible to comply with the diversion requirement, the applicant may apply for a waiver. The applicant shall indicate on the C&DMMP the maximum rate of diversion the applicant believes is

feasible for each material and the specific circumstances that the applicant believes make it not feasible to comply with the diversion requirement.

(b) The Community Development Director shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Based on the information supplied by the applicant, the Community Development Director shall determine whether it is possible for the applicant to meet the diversion requirement.

(c) If the Community Development Director determines that it is not feasible for the applicant to meet the diversion requirement, the Community Development Director shall determine the maximum feasible diversion rate for each material and shall designate this rate on the C&DMMP submitted by the applicant.

(d) If the Community Development Director determines that it is possible for the applicant to meet the diversion requirement, the Community Development Director shall deny the application for exemption and inform the applicant in writing of the denial and the reasons for the denial. The applicant shall have 30 days after receipt of such notification to resubmit a C&DMMP form in full compliance with this chapter. If the applicant fails to resubmit the C&DMMP, or if the resubmitted C&DMMP does not comply with this chapter, the Community Development Director shall deny the C&DMMP, and the Community Development Department shall not issue a permit for that project.

Section 4.24.130. - Appeal.

Each applicant shall have the right to appeal any decision made by the Community Development Director to the City Manager or the City Manager's designee. The applicant must file a Notice of Appeal from the ruling of the Community Development Director with the City Clerk not more than ten (10) business days after the notice of the Community Development Director's decision was mailed to the address provided by the applicant. The Notice of Appeal shall include all evidence and legal arguments which the applicant wishes the City, and any reviewing court to consider. The decision made by the City Manager, or the City Manager's designee, shall be in writing, stating the legal and factual basis for the decision. The decision shall be final and conclusive.

Section 4.24.140. - Inspection.

The Community Development Director shall have the right to enter project sites, unannounced, for the purpose of making reasonable inspections to observe and enforce compliance with this section and any applicable laws or regulations.

Section 4.24.150. - Infraction.

Violation of any provision of this chapter shall constitute an infraction.

SECTION 4. Effective Date.

This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 5. City Clerk's Certification

The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

APPROVED AS TO FORM:

DAVID B. COSGROVE, City Attorney

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 12-XX** was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the ____ of ____, 2012, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council on the ____ day of ____, 2012 by the following vote to wit:

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

YOLIE TRIPPY, Deputy City Clerk

DIVERSION SECURITY DEPOSIT CALCULATIONS

Amount of C&D Materials Projected to be Generated	Amount of Diversion Security Deposit	
3 to less than 10 cubic yards	\$250	#1
10 to less than 80 cubic yards	\$900	#2
80 or more cubic yards	\$2,700	#3
25 or more permits expected to be issued to a single applicant in a single calendar year for similar covered projects projected to generate a cumulative total of 400 or more cubic yards	\$7,050	#4
Any new building or building demolition, as defined by the City's Building Code	\$100 per 3 cubic yards of C&D Materials projected to be generated, up to a maximum of \$50,000	#5

#1: 3 to < 10 cubic yards

Ware would charge \$89.55 to \$268.65 (average = \$179.10)

Average + 42% overhead = \$254.32

Rounded = \$250

#2: 10 to < 80 cubic yards

Ware would charge \$432.56 to \$865.12 (average = \$648.84)

Average + 42% overhead = \$921.35

Rounded = \$900

#3: 80 or more cubic yards

(Calculated based on 80 to 150 cubic yards and assumes 10 tons over)

Ware would charge \$856.12 to \$1,712.24 (average = \$1,284.18) plus \$642.10

Average + Overage + 42% overhead = \$2,735.32

Rounded = \$2,700

#4: Ongoing projects

(Calculated based on 400 cubic yards and assumes 10 tons over)

Ware would charge \$4,325.60 plus \$642.10

Charge + Overage + 42% overhead = \$7,054.13

Rounded = \$7,050

#5: New and/or demolition

(Calculated based on the 3 cubic yards)

Ware would charge \$89.55

Charge + 42% overhead = \$127.16

Rounded = \$100

* All Ware charges based on franchise rates effective April 1, 2012

* City overhead based on FY 2011-2012


8.1
CALENDAR YEAR 2012 MEETING
SCHEDULE

Proposed 2012 City Council Meeting Schedule

March 21 st	regular meeting
April 18 th	regular meeting
May 2 nd	adjourned regular meeting/annual budget discussion
May 16 th	regular meeting/annual budget discussion
June 6 th	adjourned regular meeting/annual budget discussion
June 20 th	regular meeting/city manager's budget presentation
June 27 th	adjourned regular meeting/annual budget adoption
July 18 th	regular meeting
August 15 th	regular meeting
September 19 th	regular meeting
October 17 th	regular meeting
November 14 th	adjourned regular meeting
November 21 st	meeting cancelled due to Thanksgiving holiday
December 19 th	regular meeting

9.1
POLYSTYRENE FOOD FACILITY
CONTAINERS

City of Laguna Woods Agenda Report

FOR: March 21, 2012 City Council Meeting
TO: Honorable Mayor and Councilmembers
FROM: Leslie A. Keane, City Manager 
AGENDA ITEM: Polystyrene Food Facility Containers

Recommendation

Discuss and give direction to staff.

Background

In May 2004, the City Council adopted Resolution No. 05-04, which commits the City to refrain from purchasing or using any food service products which are produced with expandable polystyrene. This prohibition includes all City facilities and City co-sponsorship of any event at a third party facility.

In 2009, the City's Greening the Woods Committee's blue ribbon report included a recommendation that the City adopt regulations that would prohibit the use of expandable polystyrene products for restaurant take-out food; the term "restaurant" including any food facility licensed by the County and providing food to the general public. At that time, the City Council decided to pursue a voluntary program with recognition rather than a prohibition. Although the majority of food facilities in the City have shifted to other products, some retain the use of polystyrene products.

In 2011, the gated community of Laguna Woods Village banned the use of polystyrene products at clubhouses and recreational facilities, including caterers and vendors using these facilities.

Discussion

Expanded polystyrene foam (EPS), commonly known as Styrofoam®, is pervasive in the marine environment. Like most plastics, polystyrene is lightweight and floats. When littered, it breaks down into small pieces which are often mistaken by marine animals as food. A study of beach debris at 43 sites along the Orange County coast found EPS to be the second most abundant form of beach debris.

EPS also has a very low recycling rate. According to a 2004 study by the California Integrated Waste Management Board, of the 377,580 tons of polystyrene produced in the state, only 0.8% was recycled. Currently, the City's waste hauler is accepting a small amount of polystyrene which is being recycled with mixed plastics. The amount that can be recycled in this manner is very limited. In addition, there is virtually no market for polystyrene that has been contaminated with food.

The City's Greening Committee has asked the Council to reconsider a ban on expanded polystyrene for restaurant take-out containers and on take-out food service ware (utensils and cups). Currently, the Orange County cities of Dana Point, Laguna Beach, Newport Beach and San Clemente have implemented such regulations. The Cities of Aliso Viejo, Huntington Beach, Laguna Hills and San Juan Capistrano have regulations prohibiting the use of polystyrene at city facilities and events similar to those currently in place in Laguna Woods.

Polystyrene bans generally have a period in time for businesses to dispose of existing products (six months to a year), an exception for pre-packaged food, a hardship exception for small businesses or events, and progressive fines for violations (\$100 – 500). Regulations also do not generally prohibit use of EPS in private homes, institutions or businesses.

Fiscal Impact


The cost of developing an ordinance and scheduling public meetings could be absorbed within the existing budget. If adopted, these regulations would impact the workload of the City's Code enforcement officer. Staff proposes to supplement code enforcement services by utilizing building and water quality inspectors and patrol deputies. Workload would be adjusted; however, adoption of additional regulations might require the City to consider additional code enforcement staff in the future. The assessment of fines for violations would offset a portion of the cost for additional staff.

Conclusion

The City's Greening Committee is asking the Council to reconsider broadening its partial ban on extended polystyrene to include restaurant food take-out containers and onsite food ware. If the Council wishes to proceed with this proposal, staff would draft an ordinance and bring it back for first reading at the April 18, 2012 City Council meeting.

9.2
TICKET DISTRIBUTION POLICY

City of Laguna Woods Agenda Report

FOR: March 21, 2012 City Council Meeting
TO: Honorable Mayor and Councilmembers
FROM: Leslie A. Keane, City Manager 
AGENDA ITEM: Ticket Distribution Policy

Recommendation

Approve a resolution enacting a ticket and pass distribution policy, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A POLICY FOR THE DISTRIBUTION OF TICKETS AND/OR PASSES TO CONFORM WITH SECTION 18944.1 OF TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS, AS AMENDED BY THE FAIR POLITICAL PRACTICES COMMISSION

Background

Under Title 2 of the California Code of Regulations, Section 18944.1 (“Section 18944.1”) tickets and passes are defined as an admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose. If tickets and passes are provided by a third party to a council or staff member, they are considered “gifts” or “income”. Gifts are subject to the Fair Political Practices Commission (FPPC) gift limit, currently \$420 per year; income must be reported by the City via 1099 and by the individual on appropriate income tax forms. On December 11, 2008, the Fair Political Practices Commission (“FPPC”) adopted regulations defining the circumstances under which the receipt of tickets and passes by public officials may not be defined as a gift or income.

Discussion

The current gift limit makes it impossible for staff and councilmembers to accept tickets to events such as the Agewell or South County Chambers of Commerce annual dinners, without paying a portion of the ticket price or declaring the price of the ticket as income. Since attendance at such events may actually serve a public purpose, FPPC regulations allow the City to adopt a policy establishing such tickets and passes as public resources that can be used in a manner that furthers the City's governmental and public purposes. To qualify for this exemption:

1. Tickets must be given to the City – not to an individual – and their use must further a public policy.
2. The City must adopt, by resolution, a formal written ticket distribution policy which identifies public purposes and the circumstances under which tickets will be distributed. The policy must be clearly visible on the City's website.
3. Public officials must be prohibited from transferring to any official of any ticket or pass, distributed to such official pursuant to the agency policy, to any other person, except to members of the official's immediate family solely for their personal use.
4. Under no circumstances may either the public official sell or transfer any ticket and pass provided; if not used it must be returned to the City for redistribution.
5. The City must report, via its website, all ticket distributions within 30 days of the distribution.
6. A designated "ticket administrator" must distribute all such tickets and passes and must sign the form verifying that he/she has determined that distribution of the tickets is in accordance with the provisions of FPPC Regulation 18944.1

The attached ticket distribution policy incorporates all of the required components required by state law.

Fiscal Impact

There is no anticipated fiscal impact.

Conclusion

If approved, the proposed policy will allow the City to accept and distribute tickets and passes to events upon a finding of a public purpose, and such distribution would not be considered income or a gift.

Attachment: Resolution
Exhibit A – Ticket Distribution Policy
FPPC Form 802

RESOLUTION NO. 12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A POLICY FOR THE DISTRIBUTION OF TICKETS AND/OR PASSES TO CONFORM WITH SECTION 18944.1 OF TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS, AS AMENDED BY THE FAIR POLITICAL PRACTICES COMMISSION

WHEREAS, ON February 7, 2009, the Fair Political Practices Commission ("FPPC") amended Section 18944.1 of Title 2 of the California Code of Regulations ("Regulation 18944.1"), that sets forth the circumstances under which the City's distribution of certain tickets and passes to a public official would need to be disclosed by the City and not trigger a disclosure requirement for the purposes of the public official's Statement of Economic Interest Form 700; and

WHEREAS, tickets or passes subject to Regulation 18944.1 are defined as an admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose; and

WHEREAS, Regulation 18944.1 provides that tickets or passes that are distributed by the City to public officials in accordance with a duly adopted policy need not be considered gifts to the public officials; and

WHEREAS, the FPPC recognizes the discretion of the legislative or governing body of an agency to determine whether the City's distribution of tickets and/or passes to City officials serves a legitimate public purpose of the City, provided that the determination is consistent with state law; and

WHEREAS, from time to time, the City may receive complimentary or discounted tickets or passes from outside sources or receive tickets or passes pursuant to the City's co-sponsorship of an event, or may purchase tickets or passes for both public and private events for distribution to City officials; and

WHEREAS, the distribution use of such tickets and passes by officials frequently serves legitimate governmental and/or public purposes; and

WHEREAS, based on such practice and the amended regulations, the City Council desires to adopt a policy regarding the distribution of tickets and/or passes pursuant to Regulation 18944.1;

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

Section 1. Administrative Policy 1.6: Ticket Distribution in accordance with Section 18944.1 of Title 2 of the California Code of Regulations, as amended by the FPPC and set forth in Exhibit A to this Resolution, is hereby adopted; and the City Manager is directed to place a copy of the adopted resolution on the City's website.

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

PASSED, APPROVED AND ADOPTED ON this ___ day of _____ 2012.

CYNTHIA S. CONNERS, Mayor

ATTEST:

YOLIE TRIPPY, Deputy City Clerk

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

I, YOLIE TRIPPY, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 12-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the ___ day of _____ 2012, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

YOLIE TRIPPY, Deputy City Clerk

CITY OF LAGUNA WOODS

**ADMINISTRATIVE POLICY 1.5
DISTRIBUTION OF TICKETS AND PASSES**

1.5.01 PURPOSE

To ensure that tickets and passes provided to and distributed by the City meet the requirements of Fair Political Practices Commission (FPPC) Regulation 18944.1

1.5.02 DEFINITIONS

- a) "Agency Head" and "Ticket Administrator" for the purpose of this policy, shall mean and refer to the City Manager or his/her designee.
- b) "Behest of" shall mean tickets or passes solicited by City officials.
- c) "City" shall mean and refer to the City of Laguna Woods.
- d) "City Official" for the purpose of this Policy, shall mean and refer to the City's "public officials", as that term is defined by Government Code Section 82048 and Fair Political Practices Commission Regulation 18701, as well as any City employee, consultant, independent contractor, commissioner, board member or other person deemed by the Agency Head to act as the City's representative at an event for which a ticket is provided.
- e) "FPPC" shall mean and refer to the California Fair Political Practices Commission.
- f) "Policy" shall mean and refer to this Ticket Distribution Policy.
- g) "Ticket" or "ticket" shall mean and refer to a "ticket or pass" as that term is defined in FPPC Regulation 18944.1.

1.5.03 APPLICATION OF POLICY

This policy shall apply to tickets and passes that provide admission to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose, and are either:

- a) gratuitously provided to the City by an outside source;
- b) acquired by the City by purchase;

- c) acquired by the City as consideration pursuant to the terms of a contract for the use of a City venue; or
- d) acquired and distributed by the City in any other manner.

1.5.04 EXCEPTIONS

1.5.04.01 Tickets provided directly to City Officials are not subject to this policy, but instead are governed by acceptance and reporting requirements found in FPPC regulation 18941.

1.5.04.02 Tickets provided to City officials as part of their official duties, or Tickets provided so that the City Official may perform a ceremonial role or function on behalf of the City are not subject to this Policy and are exempt from any disclosure requirements. A ceremonial role or function includes, but is not limited to, making a speech, participating in a panel or seminar, presenting an award or proclamation, or cutting a ribbon.

1.5.05 GENERAL PROVISIONS

1.5.05.01 No Right to Tickets: The use of Tickets is a privilege extended by the City and not the right of any person to which the privilege may from time to time be extended.

1.5.05.02 Limitation on Transfer of Tickets: Tickets distributed to a City Official pursuant to this Policy shall not be transferred to any other person, except to members of such City Official's immediate family solely for their personal use.

1.5.05.03 Prohibition Against Sale of or Receiving Reimbursement for Tickets: No person who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of the Ticket.

1.5.05.04 No Earmarking of Ticket Given to City: No Ticket gratuitously provided to the City by an outside source and distributed by the City to, or at the behest of, a City Official pursuant to this Policy shall be earmarked by the original source for provision to a particular City Official.

1.5.05.05 Tickets shall be distributed under one of the following conditions:

- a) The City official reimburses the City for the face value of the ticket(s) at the time of distribution.
- b) The City official treats the ticket(s) as income consistent with applicable federal and state income tax laws.
- c) The City official uses the ticket for a public purpose as defined in Section 2.6.05.

1.5.06 Ticket Administrator

1.5.06.1 The City Manager shall be the Ticket Administrator for purposes of implementing the provisions of this Policy and shall have the authority, in his or her sole discretion, to establish procedures for the purchase and or distribution of Tickets in accordance with this Policy. All requests for Tickets that fall within the scope of this Policy shall be made in accordance with the procedures established by the Ticket Administrator.

1.5.06.02 The Ticket Administrator shall determine the face value of Tickets distributed by the City for purposes of Sections 1.5.08.02 of this Policy.

1.5.07 PUBLIC PURPOSE

Generally, a public purpose is defined as an action by, or at the direction of government, for the benefit of the community as a whole. For the purpose of this policy, the following activities shall be defined as meeting a public purpose:

- a) Facilitating the attendance of a City Official at an event where the job duties of the City Official require his or her attendance at the event.
- b) Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
- c) Promotion of City resources and or facilities available to the public.
- d) Promotion of City-run, sponsored or supported community programs or events.

- e) Promoting, supporting and or showing appreciation for programs or services rendered by charitable and non-profit organizations benefiting Laguna Woods residents.
- f) Promotion of business or economic activity and development within the City.
- g) Exchange programs with foreign officials and dignitaries.
- h) Promotion of City tourism, recognition, visibility, and or profile on a local, state, national or international scale.
- i) Promotion of open government by City Official appearances, participation and or availability at business and or community events.
- j) Increasing public exposure to, and awareness of, the various recreational, cultural, and educational venues and facilities available to the public within the City.
- k) Attracting or rewarding volunteer service.
- l) Encouraging or rewarding significant academic, athletic or public service achievements by Laguna Woods residents or businesses.
- m) Attracting and retaining highly qualified employees in City service; recognizing or rewarding meritorious service by a City employee; and or promoting enhanced City employee performance or morale.
- n) Recognizing contributions made to the City by former City Councilmembers, City Employees, Committee Members or other appointed officials

1.5.08 WEBSITE DISCLOSURE AND POSTING

1.5.08.01 In accordance with FPPC regulations, this Policy shall be posted on the home page of the City website.

1.5.08.02 Tickets distributed by the City to any City Official either 1) which the City official treats as income; or 2) for one or more public purposes described in Section 1.5.07, shall be disclosed on Form 802 provided by the FPPC in a prominent fashion on the City's website within 30 days after distribution. Such posting shall include the following information:

- a) The name of the recipient, except that if the recipient is an organization, the City may post the name, address, description of;
- b) The organization and number of Tickets provided to the organization in lieu of posting the names of each recipient;

ITEM 9.2 EXHIBIT A

- c) A description of the event;
- d) The date of the event;
- e) The face value of the Ticket;
- f) The number of Tickets provided to each person if the Ticket is distributed at the behest of a City Official, the name of the City Official who made such behest; and
- g) A description of the public purpose(s) under which the distribution was made, or, alternatively, the City Official is treating the Ticket as income.

Attachment: FPPC Form 802

Adopted by City Council:

Tickets Provided by Agency Report

California Form **802**

A Public Document

This form is for use by all state and local government agencies to disclose the distribution of tickets or passes that allow admission to facilities, events, shows, or performances for entertainment, amusement, recreational, or similar purposes. The agency must complete Form 802 identifying agency officials who receive tickets or passes from the agency as well as other individuals and organizations that receive tickets or passes at the behest of agency officials. Form 802 must be posted in a prominent fashion on the agency's website.

Gifts of Tickets or Passes to Public Officials

FPPC Regulation 18944.1 sets out the circumstances under which an agency's distribution of tickets or passes to or at the behest of an official in the agency does not result in a gift to the official. (Regulation 18944.1 is available on the FPPC website at www.fppc.ca.gov.) Even though the distribution of tickets or passes to a public official under the regulation is not a gift to the official, the agency must disclose the distribution on Form 802. The official does not have to disclose tickets or passes received or distributed under the regulation on his or her Statement of Economic Interests (Form 700), but tickets or passes received or distributed by the official that do not fall under the regulation may be subject to disclosure on the official's Form 700 and subject to gift limits.

Posting Form 802

The Form 802 must be posted on the agency's website within 30 days after the distribution. If the agency does not maintain a website, the form must be maintained by the agency as a public record, be available for public inspection and copying, and be forwarded to the FPPC for posting on its website.

Part 1. Agency Identification

List the agency's name, address and the name of an agency contact. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Event For Which Tickets Were Distributed

Provide the date(s) of the event, a description of the event, and the face value (i.e. the cost to the public) of the ticket or pass. Check the box indicating whether the event was an "agency event" (such as a county fair, or an event for which the agency purchased tickets). If the agency received the tickets from an outside source, identify the source, the number of tickets received, and check the box to identify whether the tickets or passes were provided to the agency:

- Gratuitously; or
- Pursuant to a contract.

Part 3. Agency Official(s) Receiving Ticket(s)

Disclose the name of each agency official that received a ticket or pass and the number of tickets or passes the official received. Also state whether the distribution is income to the official or describe the public purpose for which the official received the tickets or passes.

Part 4. Individual or Organization Receiving Ticket(s)

If tickets or passes were distributed to an individual or organization outside the agency, at the behest of an official of the agency, provide the name of the official. Disclose the name(s) of the individual(s) who received the tickets or passes and the number of tickets or passes provided. If the tickets or passes were provided to an organization, the agency may post the name, address, a description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the name of each individual that received a ticket or pass. Also, describe the public purpose for the distribution to the individual or organization.

Part 5. Verification

The agency head or his or her designee must sign the form.

Privacy Information Notice

Information requested on all FPPC forms is used by the FPPC to administer and enforce the Political Reform Act (Government Code Sections 81000-91014 and California Code of Regulations Sections 18109-18997). All information required by these forms is mandated by the Political Reform Act. Failure to provide all of the information required by the Act is a violation subject to administrative, criminal, or civil prosecution. All reports and statements provided are public records open for public inspection and reproduction.

If you have any questions regarding this Privacy Act Notice, please contact the FPPC.

General Counsel
Fair Political Practices Commission
428 J Street, Suite 620
Sacramento, CA 95814
(916) 322-5660

