

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, December 21, 2016
2:00 p.m.

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

Noel Hatch
Mayor

Shari L. Horne
Mayor Pro Tem

Cynthia Conners
Councilmember



Bert Hack
Councilmember

Carol Moore
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

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

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

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

REGULAR MEETING SCHEDULE

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

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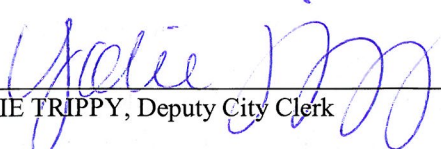
FOR ADDITIONAL INFORMATION

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AFFIDAVIT OF POSTING

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

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



YOLIE TRIPPY, Deputy City Clerk

12-16-16

Date

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

- 4.1 Introduction of New Chief of Police Services – Lieutenant Fred Thompson, Orange County Sheriff’s Department

Recommendation: Receive and file.

- 4.2 108th Birthday Commendation – Irv Piken

Recommendation: Approve and present the commendation.

V. PUBLIC COMMENTS

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

VI. CONSENT CALENDAR

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

- 6.1 City Council Minutes

Recommendation: Approve the City Council meeting minutes for the regular meeting on November 16, 2016 and the special meeting on December 6, 2016.

- 6.2 City Treasurer’s Report

Recommendation: Receive and file the City Treasurer’s Report for the month of November 2016.

6.3 Warrant Register

Recommendation: Approve the warrant register dated December 21, 2016 in the amount of \$563,850.75.

6.4 Measure M2 Expenditure Report

Recommendation: Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AND CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2016

6.5 Landscape Maintenance Services

Recommendation: Approve an extension of the agreement with Nieves Landscape, Inc. for landscape maintenance services and authorize the City Manager to execute the extension, subject to approval as to form by the City Attorney.

6.6 Construction, Installation, and Maintenance of Transit Shelters Franchise Agreement

Recommendation: Approve a franchise agreement with Clear Channel Outdoor, Inc. for the construction, installation, and maintenance of transit shelters, and authorize the Mayor to execute the franchise agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

7.1 Conditional Use Permit CUP-1148 to allow for the sale of alcoholic beverages for off-site consumption at 24270 El Toro Road, Laguna Woods, CA 92637

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT CUP-1148 TO ALLOW FOR THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION AT 24270 EL TORO ROAD, LAGUNA WOODS, CA 92637

7.2 2016 California Building Standards Code and Local Amendments

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING TITLE 10 OF THE LAGUNA WOODS MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2016 CALIFORNIA BUILDING CODE; THE 2016 CALIFORNIA MECHANICAL CODE; THE 2016 CALIFORNIA ELECTRICAL CODE; THE 2016 CALIFORNIA PLUMBING CODE; THE 2016 CALIFORNIA RESIDENTIAL CODE; THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2016 CALIFORNIA ENERGY CODE; THE 2016 CALIFORNIA EXISTING BUILDING CODE; AND THE 2016 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

AND

6. Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 10-12 (FIRE CODE) OF TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA WOODS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

7.3 California Building Standards Code Administrative Provisions

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING CHAPTER 10.05 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO CALIFORNIA BUILDING STANDARDS CODE ADMINISTRATIVE PROVISIONS

VIII. CITY COUNCIL BUSINESS

- 8.1 Comprehensive Annual Financial Report and Ad Hoc Audit Committee

Recommendation:

1. Receive and file the Comprehensive Annual Financial Report (CAFR) with Report on Audit by Independent Certified Public

Accountants for the Year Ended June 30, 2016 (Fiscal Year 2015-16).

AND

2. Dissolve the Ad Hoc Audit Committee that consists of Councilmembers Connors and Moore.

8.2 Commercial Zoning Code Amendments and Zone Changes Project

Recommendation: Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 13.06 AND 13.10 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO DEFINITIONS, PURPOSE AND INTENT, AND PERMITTED USES WITHIN COMMERCIAL ZONING DISTRICTS AND ADOPTING ZONE CHANGES RELATED TO THE CITY'S COMMERCIAL ZONING CODE AMENDMENTS AND ZONE CHANGES PROJECT

8.3 Water Efficient Landscape Regulations

Recommendation: Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING CHAPTER 4.28 OF THE LAGUNA WOODS MUNICIPAL CODE AND ADOPTING A CODE AMENDMENT TO ADD A NEW CHAPTER 10.03 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO WATER EFFICIENT LANDSCAPES

[THE CITY COUNCIL WILL TAKE A BRIEF RECESS.]

8.4 City Council Organization – Office of the Mayor

Recommendation:

1. Receive comments from Mayor Hatch.

AND

2. Appoint a member of the City Council to serve as Mayor effective immediately through December 2017.

AND

3. Receive comments from the newly appointed Mayor.

8.5 City Council Organization – Office of the Mayor Pro Tem

Recommendation: Appoint a member of the City Council to serve as Mayor Pro Tem effective immediately through December 2017.

8.6 Investment Policy Review Committee Appointments

Recommendation: Appoint two members of the City Council to serve on a standing Investment Policy Review Committee from January 1, 2017 through December 31, 2017, in accordance with Administrative Policy 2.2 (Investment of Financial Assets).

8.7 City Council Regional Appointment

Recommendation: Appoint a representative to serve as a trustee on the Orange County Mosquito and Vector Control District Board of Trustees from Noon on January 2, 2017 through 11:59 a.m. on January 7, 2019.

IX. CITY COUNCIL REPORTS AND COMMENTS

About City Council Comments and Reports: This is the time and place for members of the City Council to provide reports on meetings attended including, but not limited to, meetings of regional boards and entities to which they have been appointed to represent the City and meetings attended at

the expense of the City pursuant to California Government Code Section 53232.3. Members of the City Council may also make other comments and announcements.

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

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting: Wednesday, January 18, 2017 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1

**INTRODUCTION OF NEW CHIEF OF POLICE
SERVICES – LIEUTENANT FRED THOMPSON,
ORANGE COUNTY SHERIFF’S DEPARTMENT
*(NO REPORT)***

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4.2
**108TH BIRTHDAY COMMENDATION
– IRV PIKEN**

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**City of Laguna Woods
Certificate of Commendation
Irv Piken
108th Birthday**

WHEREAS, Irv Piken celebrated his 108th birthday on December 20, 2016; and

WHEREAS, Irv Piken has witnessed many technological innovations and changes in our world, including the advent of air travel, development of the automobile, and the widespread use of electricity; and

WHEREAS, Irv Piken worked in finance as a lawyer and has two children, three grandchildren, and two great-grandchildren; and

WHEREAS, Irv Piken has always been interested in health, has been an avid lifelong walker, and enjoys playing golf twice each week; and

WHEREAS, Irv Piken maintains an active lifestyle with his routine workout at the Laguna Woods Village Fitness Center six days each week; and

WHEREAS, Irv Piken serves as a role model to the residents of Laguna Woods by demonstrating that persons of any age can maintain a healthy and active lifestyle.

NOW, THEREFORE, BE IT RESOLVED, that the Laguna Woods City Council does hereby deem it an honor and a pleasure to present this certificate of commendation to Irv Piken on the occasion of his 108th birthday, with congratulations and best wishes for many more joyous years to come.

Dated this 21st day of December 2016

Noel Hatch, Mayor

Attest: Yolie Trippy, Deputy City Clerk

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6.1-6.6
CONSENT CALENDAR SUMMARY

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: December 21, 2016 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the December 21, 2016 Consent Calendar by single motion and City Council action.

Background

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

Summary

The December 21, 2016 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on November 16, 2016 (Attachment A) and the special meeting on December 6, 2016 (Attachment B).
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of November 2016.
- 6.3 Approval of the warrant register dated December 21, 2016 in the amount of \$563,850.75. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.

- 6.4 Approval of a resolution adopting and concerning the Measure M2 Expenditure Report for the fiscal year ended June 30, 2016. The report is required by Orange County Local Transportation Authority Ordinance No. 3 (Measure M2), which was adopted by Orange County voters in 2006. Cities are required to annually account for net revenues, developer/traffic impact fees, and funds expended to meet maintenance of effort requirements. The report must be submitted within six months of each fiscal year.
- 6.5 Approval of an extension of the agreement with Nieves Landscape, Inc. for landscape maintenance services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a six-month period through June 30, 2017, as allowed for in the existing agreement. The City is continuing to prepare to conduct a competitive process to select future landscape maintenance service provider(s). An updated scope of work and Request for Proposals (RFP) is currently being developed. Staff anticipates that the competitive process will be completed prior to the end of the proposed extension period.
- 6.6 Approval of a franchise agreement with Clear Channel Outdoor, Inc. for the construction, installation, and maintenance of transit shelters, and authorization for the Mayor to execute the franchise agreement, subject to approval as to form by the City Attorney. Clear Channel Outdoor currently provides transit shelter services for the City under a franchise agreement that will expire on December 31, 2016. The proposed franchise agreement would continue those services through December 2027 under substantially similar terms as the existing franchise agreement. If approved, the City would earn a minimum of \$40,000 per calendar year in franchise fee revenue.

6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
November 16, 2016
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

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

II. ROLL CALL

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

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

III. PLEDGE OF ALLEGIANCE

Captain England, Orange County Sheriff's Department, led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 2016 Heroes with Heart Award Presentation to Deputy Carrington – Trauma Intervention Programs, Inc.

Wayne Fortin, Trauma Intervention Programs, presented the award to Deputy Carrington.

Mayor Hatch made comments.

4.2 World Pancreatic Cancer Day – November 17, 2016

Allyn Mattox, resident, made comments.

Mayor Hatch made comments.

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

4.3 Human Rights Day – December 10, 2016

A member of the public made comments.

Councilmembers made comments.

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

V. PUBLIC COMMENT – None

VI. CONSENT CALENDAR

Moved by Councilmember Hack, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to approve Consent Calendar Items 6.1 – 6.7.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on September 21, 2016.

6.2 City Treasurer’s Report

Received and filed the City Treasurer’s report for the month of October 2016.

6.3 Warrant Register

Approved the warrant register dated November 16, 2016 in the amount of \$1,076,547.18.

6.4 Investment of Financial Assets Policy

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REVIEWING AND ADOPTING AN ANNUAL STATEMENT OF THE INVESTMENT POLICY, ADOPTING AN INVESTMENT POLICY, AND RENEWING ITS DELEGATION OF INVESTMENT AUTHORITY PURSUANT TO GOVERNMENT CODE SECTION 53607 TO THE CITY TREASURER

6.5 Conflict of Interest Code

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

LAGUNA WOODS, CALIFORNIA, RESCINDING RESOLUTION NO. 14-26 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE

6.6 Solid Waste Handling Services Franchise Agreement

Approved the first amendment to the agreement between City of Laguna Woods and Waste Management Collection and Recycling, Inc. for solid waste handling services and authorized the Mayor to execute the amendment, subject to approval as to form by the City Attorney.

6.7 Community Grants Oversight Committee

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, TEMPORARILY DISBANDING AND CANCELLING MEETINGS OF THE COMMUNITY GRANTS OVERSIGHT COMMITTEE

VII. PUBLIC HEARINGS

7.1 2016 California Building Standards Code and Local Amendments

City Manager Macon made a presentation.

Councilmembers made comments.

Brian Healy, Orange County Fire Authority, responded to questions from Mayor Hatch.

Mayor Hatch opened the public hearing.

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

Moved by Councilmember Conners, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING TITLE 10 OF THE LAGUNA WOODS MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2016 CALIFORNIA BUILDING CODE; THE 2016 CALIFORNIA MECHANICAL CODE; THE 2016 CALIFORNIA

ELECTRICAL CODE; THE 2016 CALIFORNIA PLUMBING CODE; THE 2016 CALIFORNIA RESIDENTIAL CODE; THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2016 CALIFORNIA ENERGY CODE; THE 2016 CALIFORNIA EXISTING BUILDING CODE; AND THE 2016 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

Moved by Councilmember Moore, seconded by Councilmember Connors, and carried unanimously on a 5-0 vote, to approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 10-12 (FIRE CODE) OF TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA WOODS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

7.2 Commercial Zoning Code Amendments and Zone Changes Project

City Manager Macon made a presentation.

Mayor Hatch opened the public hearing.

Andrew Gonzalez, owner of 24902 Moulton Parkway, asked if medical marijuana dispensaries would be allowed as an accessory use in the future.

City Manager Macon stated that a moratorium on medical marijuana dispensaries is in place and that the City Council has not yet taken action concerning the future.

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION FOR THE CITY'S COMMERCIAL ZONING CODE AMENDMENTS AND ZONE CHANGES PROJECT

Moved by Councilmember Moore, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTERS 13.06 AND 13.10 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO DEFINITIONS, PURPOSE AND INTENT, AND PERMITTED USES WITHIN COMMERCIAL ZONING DISTRICTS AND ADOPTING ZONE CHANGES RELATED TO THE CITY'S COMMERCIAL ZONING CODE AMENDMENTS AND ZONE CHANGES PROJECT

7.3 Water Efficient Landscape Regulations

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Mayor Hatch opened the public hearing.

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

Moved by Councilmember Hack, seconded by Councilmember Conners, and carried unanimously on a 5-0 vote, to approve the introduction and first reading of an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING CHAPTER 4.28 OF THE LAGUNA WOODS MUNICIPAL CODE AND ADOPTING A CODE AMENDMENT TO ADD A NEW CHAPTER 10.03 TO THE LAGUNA WOODS MUNICIPAL CODE RELATED TO WATER EFFICIENT LANDSCAPES

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 09-30 AND APPROVING GUIDELINES FOR IMPLEMENTATION OF THE CITY OF LAGUNA WOODS WATER EFFICIENT LANDSCAPE ORDINANCE

VIII. CITY COUNCIL BUSINESS

8.1 Escheatment Policy for Unclaimed Money

City Manager Macon made a presentation.

Councilmember Conners made comments.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AN ESCHEATMENT POLICY FOR UNCLAIMED MONEY

8.2 City Hall High Density Filing Storage System

City Manager Macon made a presentation.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, INCREASING THE ADOPTED FISCAL YEAR 2016-17 BUDGET FOR THE GENERAL FUND FOR PURPOSES RELATED TO THE INSTALLATION OF A HIGH DENISTY FILING STORAGE SYSTEM AT CITY HALL

8.3 Moulton Parkway Water Efficient Median Project

City Manager Macon made a presentation.

Mary Norman, resident, asked about potential benefits of woods chips on soil and water conservation impacts of the planting scheme.

City Manager Macon commented on considerations that led to the selection of the proposed planting and material palette, including climate, water consumption, and cost.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to approve the planting and material palette for the Moulton Parkway Water Efficient Median Project.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

Councilmember Connors provided a report.

9.2 Orange County Fire Authority

Mayor Hatch provided a report.

Councilmember Moore commented on the report.

9.3 Orange County Library Advisory Board

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

9.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne provided a report.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Hack provided a report.

Mayor Hatch commented on the report.

9.6 South Orange County Watershed Management Area

Councilmember Moore provided a report.

Councilmember Hack commented on the report.

9.7 Other Comments and Reports

- League of California Cities' Annual Conference

Mayor Hatch and Mayor Pro Tem Horne provided a report.

- California Joint Powers Insurance Authority's Risk Management Educational Forum

Councilmember Connors provided a report.

- Other Comments and Report

Mayor Hatch commented on Mayor Pro Tem Horne's appointments to the Orange County Senior Citizens Advisory Council and California Senior Legislature.

Mayor Pro Tem Horne provided a report on the California Senior Legislature.

Mayor Hatch commented on the report.

X. CLOSED SESSION

City Attorney Cosgrove stated that there was no longer a need for a closed session.

No closed session was held.

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned in at 4:28 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, December 21, 2016 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: December 21, 2016

NOEL HATCH, Mayor

**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
SPECIAL MEETING
December 6, 2016
3:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Hatch called the Special Meeting of the City Council of the City of Laguna Woods to order at 3:02 p.m.

II. ROLL CALL

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

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

III. PLEDGE OF ALLEGIANCE

Councilmember Hack led the pledge of allegiance.

IV. PUBLIC COMMENTS

V. CLOSED SESSION

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

VI. CLOSED SESSION

The City Council reconvened in open session at 3:50 p.m. City Attorney Cosgrove stated that there was no reportable action under Government Code Section 54957.1.

VII. ADJOURNMENT

The meeting was adjourned at 3:50 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, December 21, 2016 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, Deputy City Clerk

Adopted: December 21, 2016

NOEL HATCH, Mayor

6.2
CITY TREASURER'S REPORT

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City of Laguna Woods
City Treasurer's Report
For the Month Ended November, 2016

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 10/31/16	Earnings & Receipts	Disbursements	Other Adjustments	Ending Balances As of 11/30/16	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 3)	\$ 496,454	\$ 404,045	\$ (625,950)	\$ -	\$ 274,549		
Petty Cash	662	-	(18)	-	644		
Total Cash and Cash Equivalents	\$ 497,116	\$ 404,045	\$ (625,968)	\$ -	\$ 275,193	2.73%	100.00%
Investments - Interest and Income Bearing							
Local Agency Investment Fund (LAIF) (Notes 1 and 2)	\$ 8,813,908	\$ -	\$ -	\$ -	\$ 8,813,908	87.53%	90.00%
Certificates of Deposit (including accrued interest) (Note 4)	980,000	208	-	-	980,208	9.73%	20.00%
Total Investments	\$ 9,793,908	\$ 208	\$ -	\$ -	\$ 9,794,116		
TOTAL CASH, CASH EQUIVALENTS, AND INVESTMENTS	\$ 10,291,024	\$ 404,254	\$ (625,968)	\$ -	\$ 10,069,309		

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking	\$ (614,201)	\$ 888,749	\$ 274,549
Petty Cash	\$ 644	\$ -	\$ 644
LAIF	\$ 8,267,020	\$ 546,888	\$ 8,813,908
Certificates of Deposit (including accrued interest)	\$ 980,208	\$ -	\$ 980,208
Totals	\$ 8,633,671	\$ 1,435,637	\$ 10,069,309

Notes:

Note 1 - LAIF / During this period there were not transfers between the LAIF account and the City's checking account.

Note 2 - LAIF / LAIF reports interest earnings quarterly. Earnings for the period October 2016 through December 2016 will be reported and deposited in January 2017.

Note 3 - Analyzed Checking Account / Monthly activity reported does not reflect October vendor invoicing received after or not processed as of the date of this report.

Note 4 - Accrued interest on certificates of deposit is included in book value when earned and payable, and, if the investment is sold, unpaid interest would be transferred to the buyer.



**City of Laguna Woods
City Treasurer's Report
For the Month Ended November, 2016**

ITEM 6.2

INVESTMENT PORTFOLIO DETAIL

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value (Note 3)	Book Value	Stated Rate (Note 1)	Coupon Type	1st Coupon Date	Rating or Rank (Note 2)	Yield to Maturity 365 Days	Maturity Date
Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
02006LM59	2016-1	ALLY BK MIDVALE UTAH	24 months	09/12/16	09/15/16	245,000.00	244,674.15	245,000.00	1.150	Semi-Annual	03/15/17	300	1.150	09/17/18
2366+LAM8	2016-2	CITY BANK	12 months	09/12/16	09/20/16	245,000.00	245,051.45	245,000.00	0.800	Annual	09/20/17	247	0.800	09/20/17
949763BJ4	2016-3	WELLS FARGO BANK	18 months	09/13/16	09/28/16	245,000.00	244,828.50	245,000.00	1.000	Monthly	10/28/16	295	1.000	03/28/18
140420F47	2016-4	CAPITAL ONE BANK USA	18 months	09/13/16	09/21/16	245,000.00	244,845.65	245,000.00	1.000	Semi-Annual	03/21/17	300	1.000	03/21/18
		Accrued Interest - Month End				208.08	208.08	208.08						
Total CDs						980,208.08	979,607.83	980,208.08						
Pooled Money Investment Accounts (PIMA)														
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	8,813,908.00	8,813,908.00	8,813,908.00	0.634	N/A	N/A	N/A	N/A	N/A
Total PIMA						8,813,908.00	8,813,908.00	8,813,908.00						

Notes:

Note 1 - The stated earnings rate for CDs is a fixed rate for the full term.

The stated earnings rate for LAIF balances is an average monthly yield applied to the City's weighted average balance within the total pool. Earnings are paid at the end of each quarter.

LAIF monthly investment yield rates in 2016 to date were:

Jan. 0.445%, Feb. 0.467%, Mar. 0.506%, Apr. 0.525%, May 0.552%, Jun. 0.576%, Jul. 0.588%, Aug. 0.614%, Sept. 0.634%, Oct. 0.654%, and Nov. 0.678%

Note 2 - CDs rank is an IDC Financial Publishing, Inc. compiled ranking, and includes a one-number summary rank of quality comprised of 35 key financial ratios. Ranks range from 1 (the lowest) to 300 (the highest) and fall into one of the following six groups:

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

Note 3 - At November 30, 2016, Wells Fargo had accrued \$208.08 in interest payable, which was deposited in the City's checking account on December 2, 2016.



City of Laguna Woods
City Treasurer's Report
 For the Month Ended November, 2016

ITEM 6.2

OTHER FUNDS - HELD IN TRUST

	Beginning Balances As of 10/31/16	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 11/30/16
Other Post-Employment Benefits (OPEB) Trust					
Held in and administered by the CalPERS California Employers' Retiree Benefit Trust (CERBT)	\$ 65,091	\$ -	\$ (4)	\$ (1,218)	\$ 63,869
Total Other Funds - Held in Trust	<u>\$ 65,091</u>	<u>\$ -</u>	<u>\$ (4)</u>	<u>\$ (1,218)</u>	<u>\$ 63,869</u>

City Treasurer's Certification

I, Margaret A. Cady, City Treasurer, do hereby certify:

- That all investment actions executed since the last report have been made in full compliance with the City's Investment of Financial Assets Policy; and
- That the City is able to meet all cash flow needs which might reasonably be anticipated for the next 12 months.

Margaret A Cady
 Margaret A. Cady, City Treasurer

12/12/16
 Dated

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6.3 WARRANT REGISTER

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**CITY OF LAGUNA WOODS
WARRANT REGISTER
12/21/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
Automatic Bank Debits				
Debit	11/16/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 11/11/2016	\$35,844.39
Debit	11/17/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 11/11/2016	2,429.48
Debit	11/25/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 11/11/2016	173.86
Debit	11/30/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 11/25/2016	30,017.37
Debit	12/01/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 11/25/2016	2,429.48
Debit	12/02/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 11/25/2016	158.58
Debit	12/14/2016	ADP PAYROLL SERVICES	Payroll / Pay Period Ended 12/9/2016	34,654.44
Debit	12/15/2016	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 12/9/2016	2,429.48
Debit	12/28/2016	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Period Ended 12/9/2016	158.58
Debit	11/30/2016	BANK OF AMERICA	Bank Fees - November 2016	24.00
Debit	12/01/2016	CALPERS - HEALTH	Employee Benefit Program / December 2016	3,044.48
Debit	12/01/2016	COUNTY OF ORANGE	Law Enforcement Services / December 2016	215,469.98
Warrants:				
118683	11/09/2016	360 BUSINESS CONSULTING	Website Maintenance Services / October 2016	50.00
118684	11/09/2016	AT&T	Telephone / 639-0500 / October 2016	208.34
118685	11/09/2016	AT&T	Telephone / 458-3487 / October 2016	37.71
118686	11/09/2016	AT&T	Telephone / 452-0600 / October 2016	927.80
118687	11/09/2016	AT&T	Telephone / 770-9359 / October 2016	20.33
118688	11/09/2016	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / October 2016	157.50
118689	11/09/2016	CIVIL SOURCE	Traffic & Engineering Services / September 2016	11,930.00
118690	11/09/2016	COUNTY OF ORANGE	Automated Fingerprint ID System / November 2016	455.67
118691	11/09/2016	CSG CONSULTANTS, INC.	Plan Check Services / February - March 2016	500.00
118692	11/09/2016	DICKINSON ELECTRIC	City Hall Electrician Services	254.14
118693	11/09/2016	EL TORO WATER DISTRICT	Landscape Irrigation / October 2016	3,474.50
118694	11/09/2016	INSTANT INFORMATION TECHNOLOGY	Cable Installation - City Hall Network Infrastructure	556.41
118695	11/09/2016	JOAN KEMPIK	Taxi Voucher Refund	22.50
118696	11/09/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / October 2016	25.08
118697	11/09/2016	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / October 2016	1,670.80
118698	11/09/2016	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / October 2016	946.29
118699	11/09/2016	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / October 2016	26.51
118700	11/09/2016	STAPLES	Office Supplies	56.60
118701	11/09/2016	TALIMAR SYSTEMS, INC.	Office Furniture	1,694.61
118702	11/09/2016	TEAM ONE MANAGEMENT	Janitorial Services and Goods Exchange Support / October 2016	995.00
118703	11/09/2016	THE GAS COMPANY	City Hall Utilities / October 2016	39.65
118704	11/09/2016	VECTUS	City Hall Internet Service / November 2016	499.00
118705	11/16/2016	EMPLOYMENT DEVELOPMENT DEPARTMENT	Amended Payroll Tax Return / Calendar Year 2014 & 2015	159.58
118706	11/18/2016	UNITED STATES TREASURY	Tax-Exempt Status Determination / Laguna Woods Civic Support Fund	850.00
118707	11/16/2016	JEAN BRANHAM	Taxi Voucher Refund	60.00
118708	11/16/2016	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration Fee / July - October 2016	400.00
118709	11/16/2016	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	2017 Membership Renewal / Senior Accountant	110.00
118710	11/16/2016	COPYFORCE	Printing Services - NEMT Vouchers	256.50
118711	11/16/2016	HOME LIFE CONCEPTS	Waste Diversion Deposit Refund	900.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
12/21/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
118712	11/16/2016	INTERNATIONAL CODE COUNCIL, INC.	Building Publications	1,162.08
118713	11/16/2016	KONE, INC.	City Hall Elevator Maintenance / November 2016	246.98
118714	11/16/2016	KONICA MINOLTA	Copier Lease / November 2016	483.84
118715	11/16/2016	LAUBACH CONSTRUCTION	Waste Diversion Deposit Refund	900.00
118716	11/16/2016	LILLEY PLANNING GROUP	Building Official Services / October 2016	1,560.00
118717	11/16/2016	OBR ARCHITECTURE, INC.	Design Services / City Hall Restroom Repair and Improvement Project	1,530.00
118718	11/16/2016	ONE WAY CONSTRUCTION	Waste Diversion Deposit Refund	250.00
118719	11/16/2016	PRACTICAL DATA SOLUTIONS	IT Services / August - October 2016	5,505.80
118720	11/16/2016	PROTEL COMMUNICATIONS, INC.	Telephone System Maintenance	179.00
118721	11/16/2016	PV MAINTENANCE, INC.	Street & City Hall Maintenance Services / October 2016	15,063.89
118722	11/16/2016	QUALITY HEATING & AIR	CDBG Energy Efficiency Improvement Project	2,400.00
118723	11/16/2016	FLORENCE SHEINBLUM	Taxi Voucher Refund	50.00
118724	11/16/2016	SOUTHERN CALIFORNIA EDISON	City Hall / October 2016	1,597.64
118725	11/16/2016	SOUTHERN CALIFORNIA EDISON	Right of Way / October 2016	2,088.30
118726	11/16/2016	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / October 2016	226.61
118727	11/16/2016	PATRICK DELUCA SR.	Waste Diversion Deposit Refund	250.00
118728	11/16/2016	STAPLES	Office Supplies	358.67
118729	11/16/2016	TONY'S LOCKSMITH & SAFE SERVICES	Locksmith Services	321.32
118730	11/16/2016	TYLER TECHNOLOGIES, INC.	Financial Software License Fees	5,796.83
118731	11/16/2016	WHITE NELSON DIEHL EVANS LLP	FY 2015-16 Audit Services Interim Billing	8,000.00
118732	11/16/2016	WM CURBSIDE, LLC	HHW, Medicine, and Sharps Collection Program / October 2016	2,020.92
118733	11/23/2016	BALLIET, MICHAEL	Waste & Recycling Consulting Services / October 2016	1,912.50
118734	11/23/2016	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration Fee / November 2016	100.00
118735	11/23/2016	CAA	Water Quality Consulting Services / October 2016	4,461.00
118736	11/23/2016	CALIFORNIA YELLOW CAB	Taxi Voucher Services / October 2016	12,806.00
118737	11/23/2016	BRANDON CHAE	Waste Diversion Deposit Refund	250.00
118738	11/23/2016	CIVIL SOURCE	Building Inspection and Counter Services / October 2016	41,240.00
118739	11/23/2016	CONNIE CLUVER	Taxi Voucher Refund	54.00
118740	11/23/2016	EL TORO WATER DISTRICT	Fire Code Requirement - Backflow - City Hall / November 2016	30.68
118741	11/23/2016	EL TORO WATER DISTRICT	City Hall Water & Sewer Services / November 2016	120.10
118742	11/23/2016	ELAINE LIBERMAN	Taxi Voucher Refund	42.50
118743	11/23/2016	MICHAEL BAKER INTERNATIONAL	Planning Services / October 2016	2,575.00
118743	11/23/2016	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / November 2016	5,756.25
118744	11/23/2016	TRUDY MORRIS	Taxi Voucher Refund	16.00
118745	11/23/2016	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services	1,619.46
118746	11/23/2016	PRINCIPAL FINANCIAL GROUP	Long-Term Disability Insurance / December 2016	359.99
118747	11/23/2016	QUIKSHIP	Office Supplies	292.94
118748	11/23/2016	RUTAN & TUCKER, LLP	Legal Services / October 2016	397.50
118749	11/23/2016	CLAUDINE SALAS	Waste Diversion Deposit Refund	250.00
118750	11/23/2016	WAGE WORKS	125 Cafeteria Plan / October 2016	100.00
118751	11/30/2016	ALLIED MECHANICAL AIR SYS, INC.	City Hall Maintenance Services	394.00
118752	11/30/2016	ANDERSONPENNA PARTNERS, INC.	Landscape Inspection Services / October 2016	3,551.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
12/21/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
118752	11/30/2016	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / October 2016	1,740.00
118753	11/30/2016	AT&T	Telephone / 581-3974 / November 2016	96.25
118754	11/30/2016	AT&T	Telephone / 458-3487 / November 2016	19.78
118755	11/30/2016	AT&T	White Pages / November 2016	4.53
118756	11/30/2016	CALIFORNIA CHAMBER OF COMMERCE	2017 Update / Required Labor Law Notices	127.44
118757	11/30/2016	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / October 2016	14,133.00
118758	11/30/2016	CAPTIONING UNLIMITED	Closed Captioning / City Council Meeting	300.00
118759	11/30/2016	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / November 2016	8,043.00
118760	11/30/2016	CSG CONSULTANTS, INC.	Plan Check Services / October 2016	212.50
118761	11/30/2016	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / December 2016	382.82
118762	11/30/2016	HINDERLITER DELLAMAS	Sales and Use Tax Consulting Services / 4th Quarter 2016	1,275.47
118763	11/30/2016	CHRISTOPHER MACON	Reimbursement - Payroll Reconciliation Project, Amended Tax Preparation Fees	413.87
118764	11/30/2016	MICHAEL BAKER INTERNATIONAL	Planning Services / October 2016	1,577.50
118764	11/30/2016	MICHAEL BAKER INTERNATIONAL	Planning Services / October 2016	3,900.00
118765	11/30/2016	NUVIS	Landscape Architecture Services / August & October 2016	1,080.00
118765	11/30/2016	NUVIS	Design Services / Moulton Median Landscape Project / August - October 2016	3,153.00
118766	11/30/2016	ORKIN	Pest Control Services / November 2016	108.16
118767	11/30/2016	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance Services / October 2016	2,717.35
118768	11/30/2016	SOUTHERN CALIFORNIA EDISON	City Hall / November 2016	1,197.85
118769	11/30/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / October 2016	98.43
118770	11/30/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / October 2016	24.92
118771	11/30/2016	SOUTHERN CALIFORNIA EDISON	Irrigation Controller / October 2016	23.89
118772	11/30/2016	STAPLES	Office Supplies	89.20
118773	11/30/2016	THE CODE GROUP, INC.	Building Official Services / September - October 2016	4,437.50
118774	11/30/2016	TYLER BUSINESS FORMS	1099 - Misc. Income Tax Forms - Calendar Year 2016	66.43
118775	11/30/2016	VILLA HILLS PEST MANAGEMENT	Pest Control Services / November 2016	175.00
118776		VOID	VOID	0.00
118777	12/07/2016	360 BUSINESS CONSULTING	Website Hosting Services / November 2016	200.00
118778	12/07/2016	AT&T	Telephone / 458-3487 / November 2016	37.60
118779	12/07/2016	AT&T	Telephone / 452-0600 / November 2016	920.50
118780	12/07/2016	AT&T	Telephone / 770-9359 / November 2016	20.29
118781	12/07/2016	CEP AMERICA AUC PC	Pre-Employment Physical Examination	50.00
118782	12/07/2016	CIVIL SOURCE	Traffic & Engineering Services / October 2016	10,695.00
118783	12/07/2016	CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION	Application Fee / Investment Policy Certification Program	175.00
118784	12/07/2016	CYNTHIA CONNERS	Auto Allowance / December 2016	300.00
118785	12/07/2016	COPYFORCE	Printing Services - Business Cards	97.20
118786	12/07/2016	HACK, BERT	Auto Allowance / December 2016	300.00
118787	12/07/2016	ROBERT NOEL HATCH	Auto Allowance / December 2016	300.00
118788	12/07/2016	SHARI HORNE	Auto Allowance / December 2016	300.00
118789	12/07/2016	KONICA MINOLTA	Copier Lease / December 2016	483.84
118790	12/07/2016	MANAGED HEALTH NETWORK	Employee Benefits Program / December 2016	16.72
118791	12/07/2016	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services	895.00
118792	12/07/2016	NUVIS	Landscape Architecture Services / July 2016	225.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
12/21/2016**

ITEM 6.3

Number	Date	Vendor Name	Description	Amount
118793	12/07/2016	PRACTICAL DATA SOLUTIONS	IT Services / November 2016	1,487.50
118794	12/07/2016	RUTAN & TUCKER, LLP	Legal Services / October 2016	16,892.65
118795	12/07/2016	DORIS SANNER	Taxi Voucher Refund - Replacement of Voided Check #118362	45.00
118796	12/07/2016	MARGARET SILBAR	Taxi Voucher Refund - Replacement of Voided Check #118138	22.50
118797	12/07/2016	SONITROL	City Hall Fire Monitoring / December 2016	64.38
118798	12/07/2016	SOUTHERN CALIFORNIA EDISON	Residential Streetlights / November 2016	1,832.86
118799	12/07/2016	SOUTHERN CALIFORNIA EDISON	Ridge Route Dog Park / November 2016	23.78
118800	12/07/2016	SUN TAMERS WINDOW TINTING	Window Blinds - City Hall	375.00
118801	12/07/2016	TEAM ONE MANAGEMENT	Janitorial Services & Shredding Event Support / November 2016	945.00
118802	12/07/2016	ULINE	Office Supplies	50.70
118803	12/07/2016	VECTUS	City Hall Internet Service / December 2016	499.00
118804	12/07/2016	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / December 2016	120.18
Total Bank Debits and Warrants:				<u>\$563,212.03</u>
Credit Card Statement Detail / October 6 - November 5, 2016				
No Credit Card Transactions During This Time Period				
				Total Credit Cards: <u><u>-</u></u>
Credit Card Statement Detail / November 6 - December 5, 2016				
		FedEx Office	Courier & Scanning Services	74.04
		Amazon	Office Chairs	350.95
		Ham Radio Outlet	Radio Emergency Equipment	213.73
				Total Credit Cards: <u><u>638.72</u></u>
Petty Cash Expenditure Detail				
No Petty Cash Transactions During This Time Period				
				Total Petty Cash: <u><u>-</u></u>
TOTAL				<u><u>\$563,850.75</u></u>

6.4
MEASURE M2 EXPENDITURE REPORT

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RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AND CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2016

WHEREAS, Orange County Local Transportation Ordinance No. 3 requires local jurisdictions to adopt an annual expenditure report to account for net revenues, developer/traffic impact fees, and funds expended by local jurisdictions that satisfy the maintenance of effort requirements; and

WHEREAS, the Measure M2 Expenditure Report must include all net revenue fund balances, interest earned, and expenditures identified by type and program or project; and

WHEREAS, the Measure M2 Expenditure Report is required to be adopted and submitted to the Orange County Transportation Authority (OCTA) each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive net revenues as part of Measure M2.

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

SECTION 1. That the Measure M2 Expenditure Report for the Fiscal Year ending June 30, 2016, attached hereto as Exhibit A, is in conformance with the M2 Expenditure Report Template provided in the Measure M2 Eligibility Guidelines and accounts for net revenues, including interest earned, expenditures during the fiscal year, and balances at the end of the fiscal year.

SECTION 2. That the Measure M2 Expenditure Report for the Fiscal Year ending June 30, 2016, attached hereto as Exhibit A, is hereby adopted by the City of Laguna Woods.

SECTION 3. That the City of Laguna Woods' Administrative Services Director/City Treasurer is hereby authorized to sign and submit the Measure M2 Expenditure Report to the OCTA for the fiscal year ended June 30, 2016, acting in the capacity of the City of Laguna Woods' Director of Finance.

SECTION 4. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2016.

NOEL HATCH, 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. 16-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2016, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

M2 Expenditure Report
Fiscal Year Ended June 30, 2016
Beginning and Ending Balances

ITEM 6.4 - Exhibit A

Description	Line No.	Amount	
Balances at Beginning of Fiscal Year			
M2 Fair Share	1	\$ 101,144	see foot note below
M2 Fair Share Interest	2	\$ 437	
M2 CTFP	3		
M2 CTFP Interest	4		
Other M2 Funding	5	\$ (2,160)	
Other M2 Interest	6		
Other*	7		
Balances at Beginning of Fiscal Year (Sum Lines 1 to 7)	8	\$ 99,421	
Monies Made Available During Fiscal Year	9	\$ 287,913	
Total Monies Available (Sum Lines 8 & 9)	10	\$ 387,334	
Expenditures During Fiscal Year	11	\$ 429,088	\$ (41,754)
Balances at End of Fiscal Year			
M2 Fair Share	12	\$ 132,799	
M2 Fair Share Interest	13	\$ 467	
M2 CTFP	14		
M2 CTFP Interest	15		
Other M2 Funding	16	\$ (175,020)	\$ (41,754)
Other M2 Interest	17		
Other*	18		

* Please provide a specific description

CTFP - Comprehensive Transportation Funding Programs

FN: Credit to Fund 111 M2 for prior year expense charged to fair share that we deemed ineligible based on our self-initiated internal audit. The expense was repaid by the City's General Fund with interest.

M2 Expenditure Report

Fiscal Year Ended June 30, 2016

Sources and Uses

Description	Line No.	Amount
Revenues:		
M2 Fair Share	1	\$ 205,231
M2 Fair Share Interest	2	\$ 30
M2 CTFP (Project O)	3	
M2 CTFP Interest	4	
Other M2 Funding**	5	\$ 82,525
Other M2 Interest	6	\$ 127
Other*	7	
TOTAL REVENUES (Sum lines 1 to 7)	8	\$ 287,913
Expenditures:		
M2 Fair Share	9	\$ 173,576
M2 Fair Share Interest	10	
M2 CTFP (Project O)	11	
M2 CTFP Interest	12	
Other M2 Funding**	13	\$ 255,385
Other M2 Interest	14	\$ 127
Other*	15	
TOTAL EXPENDITURES (Sum lines 9 to 15)	16	\$ 429,088
TOTAL BALANCE (Subtract line 16 from 8)	17	\$ (141,175)

* Please provide a specific description

** Please provide breakdown of "Other M2 Funding". Other M2 Funding includes funding received and/or funds expended by Local Agencies from any other M2 program besides Project O (Regional Capacity Program) and Project Q (Local Fair Share Program).

Revenues				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ -	\$ -	\$ -
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 82,524.91	\$ 127.39	\$ 82,652.30
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ -	\$ -	\$ -
Total		\$ 82,524.91	\$ 127.39	\$ 82,652.30

Expenditures				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ 172,859.64	\$ -	\$ 172,859.64
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 82,524.91	\$ 127.39	\$ 82,652.30
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ -	\$ -	\$ -
Total		\$ 255,384.55	\$ 127.39	\$ 255,511.94

M2 Expenditure Report
Fiscal Year Ended June 30, 2016
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	*MOE	+ Developer / Impact Fees	M2 Fair Share	M2 Fair Share Interest	M2 CTFP	M2 CTFP Interest	Other M2	Other M2 Interest	Other	TOTAL
Administration (Indirect & Overhead)	1			\$ 600							\$ 600
Construction & Right-of-Way											
New Street Construction	2										
Street Reconstruction	3										
Signals, Safety Devices, & Street Lights	4										
Pedestrian Ways & Bikepaths	5										
Storm Drains	6										
Storm Damage	7										
Total Construction¹	8										
Right of Way Acquisition	9										
Total Construction & Right-of-Way	10										
Maintenance											
Patching	11										
Overlay & Sealing	12										
Street Lights & Traffic Signals	13			\$ 172,976							\$ 172,976
Storm Damage	14										
Other Street Purpose Maintenance	15	88,396									\$ 88,396
Total Maintenance¹	16	88,396		172,976							\$ 261,372
Other	17							255,385	127		\$ 255,512
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 88,396	\$ -	\$ 173,576	\$ -	\$ -	\$ -	\$ 255,385	\$ 127	\$ -	\$ 517,484

* Local funds used to satisfy maintenance of effort (MOE) requirements

+ Transportation related only

¹ Includes direct charges for staff time

M2 Expenditure Report
Fiscal Year Ended June 30, 2016
Fair Share Project List

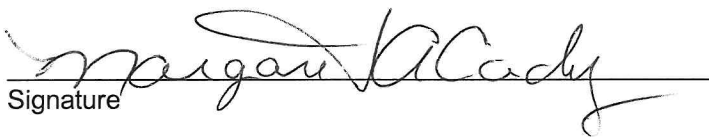
PROJECT NAME	AMOUNT EXPENDED
Administration (Indirect & Overhead)	600
Street Lighting - Public ROW	27,006
Contract - Traffic Engineering	122,126
Contract - Traffic Signal Main	23,843
	\$ 173,576.08

M2 Expenditure Report
Fiscal Year Ended June 30, 2016

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Margaret A. Cady _____
Director of Finance (Print Name)

12/5/2016 _____
Date


Signature

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6.5
LANDSCAPE MAINTENANCE SERVICES

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**EXTENSION OF THE
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
NIEVES LANDSCAPE, INC.**

This EXTENSION of the AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("AGREEMENT") that was approved by the City Council on December 15, 2010 by and among the City of Laguna Woods, a California municipal corporation ("CITY") and Nieves Landscape, Inc. ("CONTRACTOR"), is made and entered into this 1st day of January 2017 by and among the CITY and CONTRACTOR.

WHEREAS, the initial term of the AGREEMENT was for the period between December 20, 2010 and 11:59 p.m. on December 19, 2012 and previously executed extensions extended the term through 11:59 p.m. on December 31, 2016; and

WHEREAS, the AGREEMENT allows for the term of the AGREEMENT to be extended upon written agreement of both parties to the AGREEMENT through a maximum of 11:59 p.m. on December 19, 2018.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONTRACTOR hereby agree to an extension of the AGREEMENT for a period beginning on January 1, 2017 and ending at 11:59 p.m. on June 30, 2017.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONTRACTOR:

By _____
Greg Nieves, President

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

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6.6

**CONSTRUCTION, INSTALLATION, AND
MAINTENANCE OF TRANSIT SHELTERS
FRANCHISE AGREEMENT**

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FRANCHISE AGREEMENT

between

CITY OF LAGUNA WOODS

and

CLEAR CHANNEL OUTDOOR, INC.

for the

**CONSTRUCTION, INSTALLATION, AND MAINTENANCE
OF TRANSIT SHELTERS**

This Franchise Agreement for Construction, Installation, and Maintenance of Transit Shelters, hereinafter referred to as “Franchise” or “Agreement” or “Franchise Agreement”, is made and entered into as of the 1st day of January, 2017, by and between CITY of Laguna Woods, hereinafter referred to as “CITY”, and Clear Channel Outdoor, Inc., a Delaware corporation, hereinafter referred to as “GRANTEE”.

RECITALS

WHEREAS, CITY is authorized to grant, renew, and deny franchises for the construction, installation, and maintenance of transit shelters, and otherwise regulate encroachment into the public right-of-way within CITY’s boundaries by virtue of federal and state statutes and court rulings, by CITY’s police powers, by its authority over its public rights of way, and by other CITY powers and authority; and

WHEREAS, GRANTEE has agreed to comply with the applicable regulations pertaining to transit shelter services as may change from time-to-time, including by not limited to Laguna Woods Municipal Code Chapter 9.10; and

WHEREAS, GRANTEE represents and warrants that it has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in this Franchise; and

WHEREAS, CITY is willing to provide GRANTEE the right to construct, erect, install, repair, maintain, and insure such transit shelters on CITY-owned property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the respective mutual covenants, promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. GRANT OF FRANCHISE

CITY hereby grants to GRANTEE, subject to the provisions herein, the exclusive right to

construct, erect, install, repair, maintain, and insure transit shelters in the public rights-of-way. CITY shall not grant to any other corporation, firm, person, or persons a similar contract for the construction, erection, installation, repair, maintenance, and operation of transit shelters in the public rights-of-way, upon the same or similar terms and conditions, so long as this Agreement remains in effect.

GRANTEE shall provide advertising and non-advertising transit shelters at the locations identified in Exhibit "A", attached hereto and incorporated herein by this reference, and at such other locations as requested by CITY during the term of this Agreement. CITY acknowledges and agrees that GRANTEE owns all of the transit shelters, including any equipment or appurtenances attached thereto, identified in Exhibit "A".

For the purposes of this Agreement, the term "transit shelter" shall mean improvements associated with a bus stop on a public roadway served by the Orange County Transportation Authority, consisting of either or both of (a) overhead or lateral shelters against rain, wind, sun, or other elements; and (b) benches, seating, and waste disposal devices (individually or collectively "street furniture" herein). A bus stop at which street furniture, but not a shelter is provided, shall still be considered a "transit shelter" for the purposes of this Agreement.

2. FRANCHISE AREA

The area encompassed by this Franchise consists of all property within the boundaries of CITY as they exist on the Effective Date of this Agreement, and as the boundaries may be modified from time to time throughout the term of this Franchise ("Franchise Area").

3. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2017, ("Effective Date") and shall continue in effect for a period of ten (10) years ("Term"). The Term shall expire at 11:59 p.m. on December 31, 2027, unless this Agreement is extended or terminated earlier, as hereinafter provided. For the purposes of this Agreement, the term "contract year", means one calendar year from the Effective Date (i.e., January 1st through December 31st) for the duration of the Term as set forth above. This Agreement may be extended upon mutual consent of both parties.

4. COMPENSATION TO CITY

For each year during the Term and any extended term, GRANTEE agrees to pay to CITY 20% of the gross advertising revenues received after agency commissions are deducted. The fees paid per contract year shall be the greater of \$40,000 per calendar year ("Guaranteed Minimum Payment") or 20% of the gross advertising revenues less agency fees (not to exceed 17%) derived from advertising transit shelters within CITY ("Percentage Revenue"), whichever amount shall be greater. For the purposes of this Agreement, the term "gross advertising revenues" upon which the Percentage Revenue shall be paid, includes all rental and fees charged by GRANTEE, whether for cash or credit, and whether payment is actually made or not. Bad debt losses shall not be deducted from gross receipts for the purpose of calculation of the Percentage Revenue. All advertising contracts must clearly show the total advertising costs per panel per time period (e.g., monthly,

quarterly, etc.) and the location of the transit shelter.

If at any time during the Term and any extended term, GRANTEE and CITY agree to add or decrease the number of transit shelters authorized by this Agreement, the Guaranteed Minimum payment shall be adjusted as appropriate. Any increase or decrease in the number of non-advertising or street furniture shall not decrease the Guaranteed Minimum Payment. Any decrease in transit shelters shall not decrease the performance bond amount.

5. PAYMENT TO CITY

GRANTEE shall pay the Guaranteed Minimum Payment in advance, on an annual basis. The first annual payment shall be due no later than ninety (90) calendar days from the Effective Date of this Agreement. The due date for this initial annual payment may be extended upon written request of Grantee to CITY's City Manager at least ten (10) calendar days prior to the due date. CITY's City Manager may, at his or her sole discretion, extend said due date for the initial annual payment if it is determined that factors outside GRANTEE's control have unduly caused delays in GRANTEE's performance under this Agreement. It is specifically understood by GRANTEE that the Effective Date of this Agreement and the due date for said initial annual payment may be prior to the date that GRANTEE may begin generating revenues from the transit shelters to be installed pursuant to this Agreement.

Thereafter, GRANTEE shall pay the Guaranteed Minimum Payment annually, in advance, on each anniversary of the Effective Date.

Within sixty (60) days of the end of each contract year, GRANTEE shall deliver to CITY a "Statement of Accounts" for the preceding contract year, including the following information:

1. The location of all transit shelters located in the Franchise Area; and
2. A list of each advertiser or advertisers for each transit shelter during the preceding contract year; and
3. The gross advertising revenues received for each advertising panel at each advertising transit shelter and the applicable Percentage Revenue for each location; and
4. A calculation of total gross advertising revenues and the total Percentage Revenue as compared with the Guaranteed Minimum Payment on a month by month basis.

The Statement of Accounts shall be submitted and certified according to standard accounting practices. The certification shall attest that the Statement of Accounts submitted is an accurate representation of GRANTEE's records as reported to the United States of America for income tax purposes, and that the commission and fees are in line with general accepted practices of the advertising industry, and this Agreement.

GRANTEE shall also submit a copy of their company audit, section on internal controls, annually or as performed.

In the event that Percentage Revenue for a particular contract year exceeds the Guaranteed Minimum Payment received by CITY for that contract year, GRANTEE shall pay the difference to CITY at the time of filing the Statement of Accounts.

Payments shall be made to CITY of Laguna Woods, Attn: City Manager, 24264 El Toro Road, Laguna Woods, CA 92637.

6. CHARGE FOR LATE PAYMENT

GRANTEE hereby acknowledges that the late payment of either the Guaranteed Minimum Payment or Percentage Revenue or any other sums due hereunder will cause CITY to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, costs associated with the administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payments as specified in Section 5 or any other sum due CITY is not received by CITY or postmarked by the due date, a late charge of five percent (5%) of the payment due and unpaid shall be added to the payment due, and the total sum shall become immediately due and payable to CITY. An additional interest charge of ten percent (10%) per annum shall be added to the portion thereof that said payment remains unpaid.

GRANTEE and CITY hereby agree that such late charges represent a fair and reasonable estimate of the costs that CITY will incur as a result of GRANTEE's late payment. Acceptance of any late payment (and/or any portion of any late charges) by CITY shall under no circumstance, constitute a waiver of GRANTEE's default with respect to such late payment, nor prevent CITY from exercising any of the other rights and remedies granted hereunder.

7. SECURITY FOR PERFORMANCE

GRANTEE shall provide CITY with a security deposit in an amount equivalent to one year's Guaranteed Minimum Payment plus \$1,000 (one thousand dollars) per transit shelter location for maintenance and cleaning ("Security Deposit"). This Security Deposit is in addition to the annual Guaranteed Minimum Payments. This Security Deposit shall be maintained throughout the Term and any extended term. This Security Deposit shall ensure the faithful performance of GRANTEE's covenants for maintenance, repair or replacement of the transit shelters locations, timely payment of all revenues due CITY, (including permit fees, business license fees, and advertising revenues), protection in the event of default by GRANTEE, and restoration of transit shelter locations to their condition existing prior to installation of the transit shelters, whenever a transit shelter or street furniture is removed or relocated or upon termination of this Agreement. The Security Deposit shall take one of the forms set forth below and shall guarantee GRANTEE's full and faithful performance of all terms, covenants, and conditions of this Agreement.

A. Letter of Credit. GRANTEE may establish a letter of credit for the full amount of the Security Deposit as indicated above within thirty (30) calendar days after the Effective Date, and prior to installation of any transit shelter. The letter of credit shall be in a form acceptable to CITY's City Attorney. GRANTEE shall restore to the letter of credit any amount CITY withdraws as liquidated

damages, or for any other payment or deduction as specified herein, within thirty (30) calendar days after CITY withdraws any money.

B. Cash. GRANTEE may provide cash or a cash equivalent in lieu of the letter of credit including, without limitation, a certificate of deposit or savings account in a financial institution, with a branch located in Orange County, acceptable to CITY. At a minimum, such assignment shall be evidenced by the delivery to CITY of an original passbook reflecting said deposit and a written assignment of said deposit to CITY in a form approved by CITY's City Attorney.

Should GRANTEE elect to assign a savings deposit to CITY to fulfill the Security Deposit requirements of this Agreement, said assignment shall have the effect of releasing the depository or creditor therein from liability on account of the payment of any or all of the principal sum to CITY or order upon demand by CITY. The Agreement entered into by GRANTEE with a financial institution to establish the deposit necessary to permit assignment may allow the payment to GRANTEE or order of the interest accruing on account of said deposit.

C. Surety Bond. GRANTEE may obtain a surety bond in a form acceptable to CITY's City Attorney, which shall be submitted concurrently with the execution of this Agreement. The form of the surety bond shall contain, at a minimum:

1. That the surety is licensed in California and maintains an AM. Best's Financial Size category of IX.
2. That the surety holds a Certificate of Authority from the United States Department of the Treasury as an acceptable reinsuring company pursuant to Department Circular 570 as published in the Federal Register.
3. The surety shall have an AM. Best's Insurance Rating of not less than "A".
4. The obligation by the surety to pay the principal amount to CITY is unconditional pursuant to Civil Code Section 2806.
5. The liability of the surety for the payment of the principal amount accrues immediately upon the default of GRANTEE, and without demand or notice pursuant to Civil Code Section 2807.
6. The surety shall waive any defense based on or arising out of any defense of GRANTEE other than payment in full of the principal amount, including, without limitation, a defense based on or arising out of the disability of GRANTEE, or any change, renewal or acceleration of the terms of the principal obligation. Further, said surety shall waive any right to require CITY to proceed against GRANTEE or pursue any other remedy in CITY's power. Further, said surety shall have no right of subrogation and shall waive all presentments, demands for performance, notices of protest, notices of dishonor, and notices of the acceptance of the surety Agreement.
7. The surety shall also undertake to pay reasonable attorneys' fees and other costs incurred

by CITY in enforcing the surety bond.

8. GRANTEE shall require said surety to submit to CITY documentation evidencing the above requirements and any documentation required of GRANTEE by the surety for the purpose of ascertaining GRANTEE's financial condition.

This Security Deposit shall not affect the total compensation payable to CITY under Sections 4 and 5 above, but City may use the Security Deposit to offset any compensation due and owing by GRANTEE should GRANTEE fail to make timely or accurate payments set forth in those Sections.

In the event this Agreement is terminated by CITY prior to the expiration of the Term or any extended term, any unused portion of the Security Deposit shall be reimbursed to GRANTEE.

In the event this Agreement is wrongfully terminated by GRANTEE prior to the expiration of the Term or any extended term, CITY may withhold any unused portion of the Security Deposit to offset against any damages that may be incurred as a result of Grantee's wrongful termination of this Agreement.

Regardless of the form in which GRANTEE elects to make said Security Deposit, all or any portion of the principal sum shall be available unconditionally to CITY for correcting any default or breach of this Agreement by GRANTEE or its successors or assigns, or for payment of expenses incurred by CITY as a result of the failure of GRANTEE or its successors or assigns, to faithfully perform all the terms, covenants, and conditions of this Agreement.

GRANTEE shall maintain the required Security Deposit through the Term and any extended term. Failure to do so shall be deemed a material default and shall be grounds for immediate termination of this Agreement.

The Security Deposit shall be rebated, reassigned, released, or endorsed to GRANTEE on order, as applicable, at the end of the Term or any extended term, provided no uncured breach or default of this Agreement by GRANTEE is then outstanding.

8. RECORDS AND ACCOUNTING

GRANTEE shall, at all times during the Term and any extended term, keep or cause to be kept true and complete books, records, and accounts of all financial transactions, including but not limited to advertising sales, in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, purchase invoices, or other pertinent documents.

GRANTEE shall be required to maintain a method of accounting to the reasonable satisfaction of CITY, which correctly and accurately reflects the gross receipts and disbursements, construction costs, and construction financing of GRANTEE in connection with installation, maintenance, and repair of the transit shelters, as well as advertising sales.

All documents, books and accounting records relating to CITY transit shelters shall be open for

inspection at any reasonable time during the Term and any extended term. In addition, CITY may from time to time, conduct an audit of the books and business relating to CITY transit shelters conducted by GRANTEE and observe the operation of the business relating to CITY transit shelters so that accuracy of the above records can be confirmed. All information obtained in connection with CITY's inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under law.

In the event that an audit or review conducted by CITY or its authorized representatives (i.e., outside auditor) finds that, as a result of GRANTEE's non-compliance with its obligation to report gross receipts in connection with its operations authorized herein, CITY may, at its option:

1. Offset the amount due and owing by GRANTEE against the Security Deposit, or;
2. Bill GRANTEE for said losses and/or projected losses of revenue that can be accurately determined. Said amount shall be paid to CITY within thirty (30) calendar days following billing by CITY unless otherwise extended by CITY, or;
3. Terminate this Agreement.

The full cost of said audit, as determined by CITY, shall be borne by GRANTEE if either or both of the following conditions exist:

1. The audit reveals that additional Percentage Revenue due and payable to CITY exceeds two and one-half percent (2.5%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, GRANTEE shall also pay the cost of the audit as determined by CITY and pay any late payments pursuant to Section 6, or;
2. GRANTEE has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with the terms of this Agreement. The adequacy of records shall be determined at the reasonable discretion of CITY.

Otherwise, CITY shall bear the cost of said audit.

9. TRANSIT SHELTER STANDARDS

A. All transit shelters shall meet the minimum design requirements as defined in the Orange County Transportation Authority's (OCTA) "Bus Facilities Handbook" dated March 2004, made available through that agency, and incorporated herein by this reference. In addition, all work performed within CITY boundaries shall conform to CITY Standard Plans on file, the latest edition of the Standard Specifications for Public Works Construction (Green Book), the latest edition of the National Electric Code (NEC), or pursuant to the direction of CITY's City Manager or his or her designee. A minimum four inch (4") concrete slab shall be placed at all new transit shelter locations. Concrete mix design shall be 520-C 2500 (Type V). This slab is to be placed in accordance with OCTA's "Bus Facilities Handbook," and the requirements of the Americans with Disabilities Act (ADA) and the 2010 ADA Standards for Accessible Design.

B. All work must comply with the conditions of CITY's permit issued for each individual location, if applicable, and all other conditions of this Agreement. GRANTEE shall obtain and pay, at its sole cost and expense, any and all fees.

C. Each transit shelter location design shall be compatible with the landscaping in its vicinity in a manner satisfactory to CITY's City Manager or his or her designee. Transit shelters or street furniture that is designated on an existing landscaped slope will require special design and landscaping modifications. All transit shelters shall have consistent design within the immediate surrounding community, unless otherwise directed by CITY.

D. GRANTEE shall permanently affix in a conspicuous area on each transit shelter an owner identification tag that includes GRANTEE's business name and 24-hour service telephone number.

E. If required, GRANTEE shall obtain written permission for any encroachment from an underlying property owner (if other than CITY), prior to issuance of a permit for or construction of a transit shelter not located on CITY owned property. If permission from the underlying property owner cannot be obtained, CITY will confer with GRANTEE and determine an alternate location for the transit shelter. CITY's decision on any alternate location shall be final. No telephones, vending machines, news racks, or any other devices not specifically authorized pursuant to this Agreement shall be permitted to be installed on, or adjacent to, a transit shelter or street furniture without the prior written authorization of CITY's City Manager or his or her designee.

F. GRANTEE shall be responsible to pay, prior to the delinquency date, all charges for utilities supplied to each location.

10. DESIGN STANDARDS: AMENITIES

GRANTEE shall provide the services contemplated by this Agreement consistent with the design standards established by this Agreement and the Contract Documents, as defined in CITY's Request for Proposals, and as more specifically set forth below:

A. Transit Shelter Design Standards

1. The shelter portion of a transit shelter's structural design(s) shall be submitted by GRANTEE with a Civil or Structural Engineering certification for wind/earthquake, and shall be plan checked, reviewed, and approved by CITY prior to implementation the installation program.
2. The shelter portion of a transit shelter shall generally be a metal structure twelve (12) to eighteen (18) feet long, with a four (4) to eight (8) foot roofline. The structure shall have a minimum of two (2) columns to support the roofline be enclosed on three (3) sides, with translucent graffiti resistant safety panels, and an advertising panel with two displays at the end farthest from the bus's approach. Non-advertising transit shelters shall include the same design standards, with the elimination of the advertising-panels. Special roofing arrangements may be necessary to shade north side, westbound locations.

3. Each transit shelter will house matching benches, with or without backs, as determined by CITY, for maximum seating capacity. The transit shelter shall also accommodate a single minimum open space of forty-eight inches (48") by forty-eight inches (48") for persons in wheelchairs. All street furniture shall be anchored to the location or otherwise attached to the transit shelter to prevent theft and/or vandalism.
4. Every transit shelter location shall have a matching "Plaza" style, or approved equal, trash container with a 32 or 55 gallon trash liner, with two spring loaded swing doors to help contain odors and control insects. The trash container shall have a side mounted hinge door with lock, or other enclosure acceptable to CITY, and a tie-down feature in the container base for secure installation anchored to the location or otherwise attached to the transit shelter to prevent theft and/or vandalism. Trash receptacles shall not block the bypass space between the sidewalk, transit shelter/bench, street furniture, or the curb face.
5. Upon review of final design selection, CITY may, in its sole discretion, require that the name of the nearest cross street or local feature be placed on the transit shelter's roof fascia on the approach end of the transit shelter. Minimum letter size for these signs, if required, shall be three inches (3") high and two and one-half inches (2 1/2") wide. In addition, GRANTEE's name, OCTA's Stop Designation Number, and GRANTEE's 24 hour emergency telephone number shall be displayed within the interior of each transit shelter. GRANTEE may, at CITY's sole discretion, display CITY's logo on the transit shelter. Said signage and CITY's logo shall be provided by GRANTEE, at no cost or expense to CITY, nor shall any funds be deducted from GRANTEE's payment for providing these signs and/or CITY logo.
6. Each transit shelter requires separate permits. Each permit application (i.e., encroachment, electrical, building, etc.), shall specify the location of the transit shelter, the OCTA number to be used, and shall be accompanied by an eight and a half inch by eleven inch (8 1/2" x 11") location drawing. The location drawing shall contain a minimum forty-foot (40') to one-inch (1") scale (1" = 40' scale) representation of the proposed transit shelter location covering the area from the property line to the street centerline or centerlines, if located at an intersection. Mid-block locations can be shown with broken lines. The drawing shall also give all necessary street dimensions, including but not limited to: sidewalk width, street width, etc. For ADA compliance, the minimum sidewalk clearance must not be less than thirty-six inches (36") into and past transit shelters. All substructures within the sidewalk area, including but not limited to, street lighting electroliers, fire hydrants, storm drain catch basins, trees, vaults, gas lines, water lines, electrical, and any other sidewalk facility or street furniture must be shown on the location drawing. A no-scale key map must also be included on the location drawing.

The location drawing shall also show that the placement of the transit shelter will not interfere or affect the required sight visibility for vehicles entering/exiting any driveways or streets, or affect the sight visibility at crosswalks, curb returns, fire hydrants, fire call box, police call box, or emergency facility. The required sight visibility shall provide between five (5) to seven and one-half (7 1/2) seconds of visibility, (dependent upon the speed of traffic on the street).

7. Every shelter portion of a transit shelter shall be illuminated from dusk until dawn (except for those using solar power) by an overhead fluorescent light fixture concealed in the roof structure with a control timer and/or a photoelectric cell. Electrical service shall be 120 Volt and shall be installed underground. GRANTEE shall apply for, and obtain at its own cost, any necessary electrical service permits from the electrical provider. Metered electrical service charges shall be at GRANTEE's sole expense. All electrical meters, if necessary, shall be located on the transit shelter in a manner that is aesthetically pleasing to CITY in its sole discretion. (Flat rate negotiations with electrical provider encouraged.) GRANTEE shall permit OCTA to wire transit shelters so that future planned OCTA bus arrival notification devices may be installed at OCTA's expense when available. OCTA shall procure and install these devices at their sole cost and expense, within ninety (90) calendar days after they become available, if at all.
8. Back panels shall be constructed of translucent graffiti-resistant safety panels or other safety devices to protect pedestrians and enhance visibility. CITY reserves the right to substitute optional materials offered by GRANTEE, if any, on a case by-case basis.
9. GRANTEE shall repair, replace, and restore any sidewalk, curbing, landscaping, sprinklers, etc., that are damaged by GRANTEE's installations and operations, at GRANTEE's sole cost and expense, to the condition existing prior to installation of the transit shelter.

B. Street Furniture Design Standards

1. For those bus stops without a shelter, as identified by CITY, GRANTEE shall install either one (1) or two (2) bus benches, a minimum of seven (7) feet long with backs, anchored to the location (concrete). Benches shall be concrete or metal at CITY's sole discretion and monogrammed as may be required by CITY. GRANTEE shall also provide a trash receptacle at each location (as specified in Section 12.A.4). A Civil or Structural Engineer shall certify bench support and attachments for safety. Bench material shall be graffiti resistant. GRANTEE shall submit for review both advertising and non- advertising designs for said street furniture.
2. GRANTEE shall, at CITY's discretion, display CITY's logo on the street furniture, including the trash receptacle. Said logo shall be provided by GRANTEE, at no cost or expense to CITY, nor shall any funds be deducted from GRANTEE's payment for providing CITY's logo.
3. Each street furniture location requires a separate permit. Each permit application (i.e., encroachment, building, etc.), shall specify the location of the street furniture, the OCTA number to be used, and shall be accompanied by an eight and a half inch by eleven inch (8 1/2" x 11") location drawing. The location drawing shall contain a minimum forty-foot (40') to one inch (1") scale (1" = 40' scale) representation of the proposed street furniture location covering the area from the property line to the street centerline or centerlines, if located at an intersection. Mid-block locations can be shown with broken lines. The drawing shall also give all necessary street dimensions, including but not limited to:

sidewalk width, street width, etc. For ADA compliance, the minimum sidewalk clearance must not be less than thirty-six inches (36”) into and past street furniture. All substructures within the sidewalk area, including but not limited to, street lighting electroliers, fire hydrants, storm drain catch basins, trees, vaults, gas lines, water lines, electrical, and any other sidewalk facility or street furniture must be shown on the location drawing. A no-scale key map must also be included on the location drawing.

4. GRANTEE shall repair, replace, and restore any sidewalk, curbing, landscaping, etc., that is damaged by GRANTEE’s installations and operations, at GRANTEE’s sole expense, to the condition existing prior to installation of the street furniture.

11. PERFORMANCE SCHEDULE

GRANTEE shall comply with the following performance schedule. Any deviation or delay from this schedule without prior written CITY approval shall constitute a material breach of contract, and CITY shall be entitled to pursue any remedy available to it to enforce the provisions of this Agreement, including but not limited to, imposing liquidated damages as hereafter set forth.

A. Construction and installation of all new or refurbished transit shelters, including electrical connections, shall be completed within ninety (90) calendar days following the date upon which such installation was mutually agreed upon by CITY and GRANTEE, unless an alternate schedule is mutually agreed upon by CITY and GRANTEE in writing.

12. LIQUIDATED DAMAGES FOR CONSTRUCTION DELAYS

A. For each day and for each transit shelter which GRANTEE fails to comply with the above performance schedule following GRANTEE’s receipt of written notice of, and fourteen (14) days’ opportunity to cure such failure, GRANTEE shall pay to CITY liquidated damages, hereinafter referred to as “Liquidated Damages” of One Hundred Dollars (\$100.00) per transit shelter, per day.

B. The parties hereto agree that the amount set forth in Section 12.A above as liquidated damages constitutes a fair and reasonable estimate of the costs CITY would suffer for each day and for each transit shelter that GRANTEE fails to meet the performance schedule.

The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. This liquidated damages provision is applicable only for the construction and installation of the transit shelters.

13. THIS SECTION IS INTENTIONALLY BLANK

N/A

14. FORCE MAJEURE

The time within which GRANTEE is obligated to commence and to complete construction of transit shelters shall be extended for a period of time equal in duration to, and performance shall be excused on account of and for, and during the period of, any delay caused by an event or action beyond GRANTEE's reasonable control including, but not limited to, delay caused by strikes, threat of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, delays in electrical service provider permit issuance, and action or adoption of any regulation, law, or ordinance by any governmental agency, precluding GRANTEE's performance.

15. THIS SECTION IS INTENTIONALLY BLANK

N/A

16. TRANSIT SHELTER MAINTENANCE AND REPAIR

At all times during the Term of this Agreement and any extended term, GRANTEE shall, at its sole cost and expense, to the satisfaction of CITY and in compliance with all applicable laws and regulations, including laws relating to the payment of prevailing wages where applicable, maintain, repair, clean and service all transit shelters, keeping them, their appurtenances, and the immediately surrounding areas in a safe, neat, attractive, environmentally clean, and sanitary condition. GRANTEE shall be authorized to enter upon and into the transit shelter locations at any reasonable time with personnel and all necessary equipment and materials, to provide for the satisfactory maintenance of the locations and facilities.

GRANTEE's personnel, equipment, and/or vehicles shall not block automobile or bicycle travel lanes unless proper warning signs and traffic delineation devices are properly placed in accordance with the Work Area Traffic Control Handbook, latest edition, published by Building News, Inc. All travel lane closures will require the use of a "Flashing Arrow Board" device. Failure to provide this device will be cause for stopping work and vacating the job location until the situation is remedied. In the sole discretion of CITY, whenever GRANTEE's operations create a condition hazardous to traffic or to the public, GRANTEE shall furnish and maintain as necessary: fences, barricades, lights, signs, safety cones, and other devices, per the State of California Manual of Traffic Controls (SAFT, latest edition), or as determined by CITY's City Manager or his or her designee.

GRANTEE shall provide for trash removal and routine cleanup/maintenance at each transit shelter location at least two (2) times per week and at least three (3) calendar days apart. GRANTEE shall initially monitor each location to determine an appropriate routine cleanup schedule. GRANTEE shall make additional maintenance calls as conditions warrant, or as may be determined by CITY. GRANTEE specifically understands that some locations will require daily maintenance and/or cleaning. Each transit shelter location shall be completely steam cleaned at least once a quarter, or more often as needed. CITY shall have the right to inspect the transit shelters at any time for cleanliness, safety, or any other reason. Routine cleanup/maintenance shall include, but not be limited to, removal of all graffiti stickers, debris, litter, weeds, etchings, etc., and emptying all trash

receptacles, inspection of transit shelter illumination, replacement of defective lights, ballast, fuses, broken, missing, or graffitied glass/plastic panels, and keep the pad and an area within fifteen feet (15') of the transit shelters clean and liter-free at all times. In addition to the above, weed abatement and any pruning work that may be required shall be provided by GRANTEE on an "as-needed" basis, or as requested by CITY. GRANTEE shall not perform any maintenance during peak traffic hours, which are defined as Monday through Friday from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m., unless GRANTEE obtains prior written authorization from CITY to perform maintenance services during the above stated hours.

GRANTEE shall, at its own expense, replace or repair any and all damaged, defaced or worn out transit shelters or street furniture, or individual parts thereof, to like new" condition, no later than seven (7) calendar days after discovery by or notification to GRANTEE. Notwithstanding the above, GRANTEE shall remove all graffiti within forty-eight (48) hours of discovery by GRANTEE or notification by CITY.

If the condition of a transit shelter or street furniture is such that the public could be exposed to immediate danger to life or property, GRANTEE shall respond immediately and rectify the hazard no later than within four (4) hours of discovery by or notification to GRANTEE, and leave the location in a safe condition.

GRANTEE shall designate in writing to CITY, a name, business address, business telephone, and facsimile number of an employee who shall be responsible for the day-to-day operations and maintenance, cleanliness, and general order of the transit shelters. GRANTEE shall furnish to CITY and maintain a twenty-four (24) hour emergency telephone number for CITY's and general public's use. All personnel employed by GRANTEE who will be responsible for cleaning, maintenance, and repair work shall be properly licensed, trained, equipped, and supplied.

In the event GRANTEE fails to correct, repair, replace, or remove a transit shelter as required by this provision or this Agreement, CITY may, at its sole discretion, cause the correction, repair, replacement, or removal of the transit shelter. Any costs incurred by CITY, including but not limited to, inspection and overhead costs, shall be paid directly to CITY by GRANTEE within ten (10) calendar days following receipt by GRANTEE of City's invoice for such work. Costs not paid within this time period will be deducted from the Security Deposit as set forth in Section 7.

GRANTEE shall furnish to CITY a written monthly summary that shall include a detailed account, by individual transit shelter location, of its transit shelter maintenance operations within CITY, including but not limited to a description of all routine, call in and emergency work performed by GRANTEE, the time and date of notification or call for maintenance and GRANTEE's response and/or action taken. In addition to the monthly maintenance summary, GRANTEE shall also furnish CITY with any maintenance operation information as may be requested by CITY. All maintenance work and corrective actions shall be performed at the sole cost and expense of GRANTEE.

17. ADVERTISING STANDARDS

A. General Provisions. Transit shelter advertising shall be limited to two (2) backlit ad panels per

transit shelter, unless a double transit shelter is approved by CITY. Alternative advertising panel designs as required on a location-by-location basis will require the specific approval of CITY's City Manager or his or her designee. All advertising shall conform to the requirements of the Laguna Woods Municipal Code and any other applicable laws as may change from time-to-time.

B. Prohibited Advertising. No advertising shall be permitted to be displayed on or about any transit shelter when such advertising includes any:

1. Sign that emits any noise.
2. Balloon, blimp, hot air balloon, or similar device.
3. Electronic characters or graphics.
4. Florescent colors or paints.
5. Light-emitting diode (LED) or neon sign.
6. Flashing, blinking, rotating, revolving, wind motion, inflatable, laser beam, searchlight, or spotlight sign.
7. Sign that displays, implies, identifies, or advertises activities which are illegal under federal, state, or local law.
8. Sign that displays, implies, identifies, or advertises graphic sexual activities or images or contain profane copy or nude images.
9. Sign that simulate or imitate in size, color, content, coloring or design any traffic signal, sign or device, or which makes use of the words "Stop," "Look," "Warning," "Caution," "Danger" or any other words, phrases, symbols or characters in a manner to interfere with, mislead, or confuse traffic.
10. Sign that is located on, attached to, extending into or over, or impeding any fire hydrants, legal fire lanes, or City property, including but not limited to traffic signals, streetlights, and utility poles.
11. Sign that is unsafe or constitutes a direct and immediate hazard to public health, safety or welfare by reason of design, construction, location, condition, orientation, or any other factor.

CITY's City Manager or his or her designee will make the final determination as to unacceptable advertising. In the event that an advertisement is determined to be unacceptable, GRANTEE agrees to remove said advertising within twenty-four (24) hours of official notification, which may be made by telephone.

C. Public Service Messages. GRANTEE shall make available to CITY annually, four advertising

panels, each for a four week segment and shall, in cooperation with CITY, design, print, install and remove color posters at no cost to CITY for use at these locations. CITY may utilize these locations to promote CITY and its public events. CITY hereby warrants to GRANTEE that no advertising copy provided to GRANTEE by, or on behalf of, CITY, shall: (i) infringe the rights of any third party, such rights including, but not limited to, copyright, trademark, patent, trade secret, publicity or privacy; and (ii) fail to include any warning or advisory message required by applicable law, GRANTEE reserves the right to remove any such copy at any time if GRANTEE has reason to believe such copy may violate the foregoing warranty.

D. Unsold Advertising Panels. Unsold transit shelter advertising panels may be used by CITY for public service announcements.

18. ADDITIONAL TRANSIT SHELTERS

CITY reserves the right to request that GRANTEE install additional transit shelters as the need may arise, subject to the provisions herein, and upon written amendment to this Agreement. Payment to CITY for any additional transit shelters or street furniture required by this paragraph shall be paid by GRANTEE on a pro-rata basis from the date CITY issues the permit for the additional transit shelter. GRANTEE shall not be required to install any additional transit shelter locations other than those listed in Exhibit "A" unless mutually agreed upon by CITY and GRANTEE. If GRANTEE cannot meet CITY's request for additional transit shelters or street furniture, GRANTEE must document, in writing, within seven (7) calendar days, the reason why. Such inability to meet the CITY's request shall release CITY to fill the need for additional transit shelters at its discretion and from another source. No transit shelters other than those specified in Exhibit "A" shall be installed by GRANTEE without written authorization from CITY.

19. LOCATION RELOCATION OR REMOVAL

CITY reserves the right to require GRANTEE to relocate or remove transit shelters or street furniture as deemed necessary by CITY. Necessary may include, but is not limited to, the convenience of pedestrians and bus patrons, because of a change in bus stop location or because of street widening or construction. The cost for such relocation or removal shall not exceed the cost set forth in GRANTEE's proposal. GRANTEE shall not relocate or remove a transit shelter without CITY's written permission.

CITY, on its own accord or upon written request by GRANTEE, may require, or permit a transit shelter to be removed or relocated, if there is demonstrable evidence that GRANTEE is unable to properly maintain the transit shelter because of excessive vandalism or any other reasonable cause. For the purpose of this Agreement, "excessive vandalism" is defined as damage inflicted to an individual transit shelter during any consecutive six (6) month period, which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the transit shelter.

In the event that a bus route is altered or deleted such that a transit shelter will no longer serve as an active bus stop, GRANTEE shall, within ten (10) calendar days after notification by CITY, remove the transit shelter completely, or relocate the transit shelter to a new location designated

by CITY.

GRANTEE retains the right to remove any transit shelter upon thirty (30) calendar days written notice to CITY in the event any restriction of the construction or maintenance of advertising is imposed by statute or by ordinance of CITY or State in which the transit shelter is located, or in the event Federal, State, County, or other proper authorities should hereafter establish any rules, regulations, or taxation which shall have the effect of so restricting location, construction, maintenance, or operation of transit shelters, so as to significantly diminish the value of said transit shelter for advertising purposes.

In the event CITY fails to receive notice of renewal of any permit or policy of insurance required hereunder prior to the expiration date of any such permit or policy, or any cancellation thereof, and no evidence or replacement coverage is provided to CITY prior to the expiration of coverage, and upon any termination of this Agreement for any reason, GRANTEE shall remove all of the transit shelters, including foundations, within thirty (30) calendar days after notice to do so is mailed. If GRANTEE fails to remove said transit shelters within the thirty (30) calendar days after receipt of notice from CITY, CITY may remove said transit shelters, and GRANTEE shall pay to CITY the cost of such removal.

Upon removal or relocation of any or all transit shelters installed or erected by GRANTEE hereunder, all material including electrical conduits and wires, will be removed from the locations and such locations restored to the condition existing prior to installation.

20. UTILITIES

GRANTEE shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to each transit shelter.

21. INTEREST OF GRANTEE

GRANTEE covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having such an interest shall be employed by or associated with GRANTEE.

22. TAX INTEREST

GRANTEE recognizes and acknowledges that, pursuant to California Revenue and Taxation Code Section 107.6, use or occupancy of any public property pursuant to the authorization herein set forth may create a possessory interest that may be subject to the payment of property taxes levied upon such interest. GRANTEE agrees to assume, shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes levied against GRANTEE's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this Agreement. GRANTEE shall not be barred from challenging any amounts assessed pursuant thereto.

23. TERMINATION

A. General Provisions. This Agreement shall be subject to cancellation upon the occurrence of any one or more of the events of default hereinafter described. As a condition precedent thereto, CITY will give GRANTEE thirty (30) calendar days' notice by registered or certified mail, of the date set for cancellation thereof, the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if a request to be heard is made.

GRANTEE shall be considered to have defaulted on its contractual obligations if GRANTEE is not performing in accordance with this Agreement or if any of the events of default set forth in Section 23.B below continue or are not remedied to CITY's reasonable satisfaction within thirty (30) calendar days following GRANTEE's receipt of written notice by CITY to GRANTEE. Where GRANTEE shall have commenced performing a cure of the particular default condition(s) identified by CITY within thirty (30) calendar days after such notice by CITY, and continues to perform diligently, said thirty (30) calendar day time limit may be extended and/or waived in a manner and to the extent allowed by CITY's City Manager or his or her designee. Notwithstanding the foregoing, the cure period for the non-payment of any money due to City hereunder shall be ten (10) days.

B. Events of Default:

1. GRANTEE's failure to punctually pay or make the payments specified herein when due, or non-payment or non-performance of any indebtedness, liability, or obligation due from GRANTEE to CITY;
2. The failure to operate and maintain any transit shelter, and the required improvements pursuant to this Agreement, in the state of repair required, and in a clean, sanitary, safe, and satisfactory condition;
3. GRANTEE's failure to keep, perform any of its obligations, and observe all other promises, covenants, and conditions as set forth in this Agreement;
4. The filing of a voluntary petition in bankruptcy by GRANTEE; the adjudication of GRANTEE as bankrupt; and appointment of any receiver of GRANTEE's assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of GRANTEE under any Federal Reorganization Act, including petition or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive GRANTEE permanently of its rights, powers, and privileges necessary for the proper conduct and operation of the transit shelters; the levy of any attachment or execution which substantially interferes with GRANTEE's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) calendar days. Notwithstanding any other provision contained in this Agreement, upon the occurrence of any of the events set forth in this paragraph, GRANTEE shall be deemed to have terminated this Agreement forthwith and without further notice. At such time, ownership of, and title to, all bus transit shelters and street furniture installed pursuant to this Agreement shall be vested in CITY free and clear

of any liens, mortgages, and encumbrances, except for any liens, mortgages, or encumbrances resulting from the actual costs of installation of the bus transit shelter installed pursuant to this Agreement. GRANTEE shall execute any documents necessary to effectuate the purpose of this provision;

5. Determination by CITY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission, of discrimination having been practiced by GRANTEE in violation of State and/or Federal laws in connection with this Agreement, and GRANTEE's failure to comply with any orders making that determination within the time frame specified by said agency;
6. GRANTEE's material misrepresentation of fact(s) in its literature, forms, and/or affidavits, which were submitted in the response to the Request for Proposals used in the solicitation process for this Agreement;
7. Transfer of the majority controlling interest of GRANTEE to persons other than those who are in control at the time of the execution of this Agreement, without the approval thereof of CITY;
8. Failure to have submitted plans and/or other documents required by CITY in relation to the required CITY permits on or before the date(s) or within the time periods designated in this Agreement;
9. Failure to have commenced required construction of specified improvements or any phase thereof on or before the date(s) designated in this Agreement for commencement thereof;
10. Failure to have completed construction of transit shelters improvements on or before the date designated in the Agreement for completion thereof;
11. The abandonment, vacation, or discontinuance of transit shelter operations for more than ten (10) consecutive days;
12. CITY fails to receive notice of renewal of the Insurance Coverage, the Performance Guarantee, Security, or any of them, on or before the expiration date thereof, or if they are canceled, either separately or collectively, and no equivalent coverage is filed with CITY on or before the expiration date of such coverage, or upon termination of this Agreement for any reason;
13. GRANTEE defaults on a loan secured by a transit shelter;
14. Dissolution, merger, consolidation, or transfer of a substantial part of the property of GRANTEE without the approval of CITY;
15. GRANTEE becomes insolvent.

C. Notice of Non-Compliance. If GRANTEE is not performing in accordance with this

Agreement, GRANTEE shall be issued a notice of non-compliance that shall state specific factors and a time frame to remedy the non-compliance. If GRANTEE fails to remedy the non-compliance in a timely manner, the City Manager or his or her designee may find that GRANTEE is in compliance with this Agreement or that GRANTEE is in material default of the terms and provisions of this Agreement. If the City Manager or his or her designee finds that GRANTEE is in default, the City Manager or his or her designee may terminate this AGREEMENT.

D. Liquidated Damages. GRANTEE and CITY hereby agree that the following liquidated damages represents a fair and reasonable estimate of the costs and lost revenue CITY will incur in the event this Agreement is terminated by CITY for cause as set forth herein, or wrongfully terminated by GRANTEE, including, but not limited to, abandonment of the transit shelters. If any of these events occur, CITY shall be entitled to withhold liquidated damages from the Security Deposit in an amount equal to the Guaranteed Minimum Payment until the occurrence of one of the following, whichever occurs first:

1. The funds in the Security Deposit have been depleted, or;
2. Transit shelters have been installed pursuant to a new contract, or;
3. Expiration of four (4) months to allow CITY time to request new proposals and prepare and authorize a new franchise Agreement.

E. Option to Purchase. Upon termination of this Agreement, CITY reserves the right, but shall not have the obligation, to purchase from GRANTEE, any or all of the transit shelters installed pursuant to this Agreement. The price to be paid for each transit shelter shall be the value remaining in each unit (including all appurtenances) at the time of termination. For the purpose of this Agreement “value remaining” shall mean the original value of the unit at its installation, which is listed in GRANTEE’s Proposal minus one-tenth (1/10) of the value per year for each full year or portion thereof after installation.

In the event that CITY decides not to purchase one or more transit shelters or upon termination of this Agreement, GRANTEE shall not remove the transit shelters until so notified to do so by CITY. Upon receipt of a removal notice from CITY, GRANTEE shall, within thirty (30) calendar days from said notice, restore each location to its original condition or better at Grantee’s sole cost and expense.

F. Abandonment. Any transit shelter not removed within the specified thirty (30) calendar day period shall be declared abandoned, in which case CITY shall obtain ownership by default, or at its election, remove the abandoned transit shelters and charge GRANTEE for all costs of removal and storage, with such costs being secured by the Security Deposit as defined in this Agreement.

24. INSURANCE

A. Insurance Requirements. GRANTEE shall provide and maintain insurance, reasonably acceptable to CITY’s City Manager or his or her designee or CITY’s City Attorney, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages

to property which may arise from or in connection with the performance of the work hereunder by GRANTEE, its officers, officials, employees or agents. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. GRANTEE shall provide the following scope and limits of insurance:

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

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

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

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

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

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

(5) General Liability: \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(7) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

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

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to CITY's City Manager or his or her designee.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities GRANTEE performs; products and completed operations of GRANTEE to include GRANTEE's

operations on premises owned, occupied or used by GRANTEE; or automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) With respect to the liabilities assumed by GRANTEE under this Agreement, GRANTEE's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, GRANTEE's insurance.

(3) GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless CITY's City Manager or his or her designee otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by GRANTEE.

C. Other Provisions. GRANTEE agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. CITY's City Attorney may require that GRANTEE furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect relevant policy forms and endorsements of all required insurance policies, at any time.

1. GRANTEE shall furnish certificates and endorsements from each subcontractor identical to those GRANTEE provides.
2. Any self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. With respect to the additional insured protections afforded, policy deductibles shall not apply to CITY or its respective elected or appointed officers, officials, employees and volunteers.
3. The procuring of such required policy or policies of insurance shall not be construed to limit GRANTEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

4. GRANTEE shall provide written notice to CITY within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or, (3) the self-insured retention is increased. In the event any of said policies of insurance are cancelled, GRANTEE shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 24 to CITY's City Manager or his or her designee.
5. Nothing herein contained shall be construed as limiting in any way the extent to which GRANTEE may be held responsible for payment of damages to persons or property resulting from GRANTEE's operations or the operations of any subcontractors.

25. INDEMNIFICATION

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

B. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which GRANTEE has agreed to indemnify Indemnitees as provided above, GRANTEE, upon notice from CITY, shall defend Indemnitees at GRANTEE's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by GRANTEE under Section 24 shall insure GRANTEE's obligations under this section, but the limits of such insurance shall not limit the liability of GRANTEE hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

C. The provisions of this section do not apply to Claims occurring as a result of CITY's sole negligence or willful acts or omissions.

26. COMPLIANCE WITH THE LAWS

A. GRANTEE shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement, including but not limited to regulations and rules pertaining to prevailing wages or any grant awards or third-party funding with which this Agreement is funded in whole or in part. GRANTEE

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

29. ASSIGNMENT

The expertise and experience of GRANTEE are material considerations for this Agreement. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon GRANTEE under this Agreement. In recognition of that interest, GRANTEE shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of GRANTEE's duties or obligations under this Agreement without the prior written consent of CITY's City Council, except to an entity controlling, controlled by, or under common control with GRANTEE. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including summary termination of this Agreement. CITY acknowledges, however, that GRANTEE, in the performance of its duties pursuant to this Agreement, may utilize subcontractors. GRANTEE shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with Section 26.

30. MODIFICATION OF AGREEMENT

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

31. WAIVER

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

32. NONDISCRIMINATION

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

33. NON-COLLUSION AFFIDAVIT

GRANTEE certifies by its signature herein below that the foregoing proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, firm, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that

GRANTEE has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that GRANTEE has not in any manner, directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the proposal price of GRANTEE or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in GRANTEE's proposal are true; and, further, that GRANTEE has not, directly or indirectly, submitted its proposal or cost/payment price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

34. STATUS OF GRANTEE

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

B. The personnel performing the services under this Agreement on behalf of GRANTEE shall at all times be under GRANTEE's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of GRANTEE or any of GRANTEE's officers, officials, employees or agents, except as set forth in this Agreement. GRANTEE shall not at any time or in any manner represent that GRANTEE or any of GRANTEE's officers, officials, employees or agents is in any manner officials, officers, employees or agents of CITY.

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

35. LAW TO GOVERN; VENUE

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

36. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times,

of any other rights or remedies for the same default or any other default by the other party.

37. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers shall not be personally liable to GRANTEE, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due to GRANTEE or its successor, or for breach of any obligation of the terms or provisions of this Agreement.

38. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used, and shall not be construed for or against either party by reason of the authorship of this Agreement, or any other rule of construction which might otherwise apply.

39. HEADINGS

The section headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof, nor shall they be construed to limit or extend the meaning of this Agreement.

40. SEVERABILITY

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

41. SUBCONTRACTORS

None of the services included in this Agreement shall be subcontracted without the prior approval of CITY. All subcontractors who will be performing any kind of work for GRANTEE in CITY in connection with the Agreement shall be approved by CITY, licensed, and abide by all the Federal, State, and local laws.

42. ENTIRE AGREEMENT

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

43. ATTORNEYS FEES

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

44. AUTHORITY TO EXECUTE

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

45. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided for in this Agreement, nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any persons other than the parties to the Agreement and their representatives, successors, and permitted assigns.

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

CITY OF LAGUNA WOODS:

By _____
Noel Hatch, Mayor

GRANTEE:

By _____
Greg McGrath, President

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT “A”**TRANSIT SHELTER LOCATIONS**

CITY Number	Location Number	Furniture	Location
1	2212, 2213	Shelter, bench, waste receptacle	EB EL TORO FS ALISO CREEK
2	3244, 3245	Shelter, bench, waste receptacle	SB MOULTON FS SANTA MARIA
3	N/A	Bench, waste receptacle	SB MOULTON FS GATE 12 (Laguna Woods Village Clubhouse)
4	2251, 2252	Shelter, bench, waste receptacle	SB MOULTON FS EL TORO
5	1582, 1583	Shelter, two benches, waste receptacle	WB EL TORO FS MOULTON
6	1596, 1597	Shelter, two benches, waste receptacle	NB MOULTON FS EL TORO
7	1584, 1585	Shelter, two benches, waste receptacle	EB EL TORO FS MOULTON
8	2220, 2221	Shelter, two benches, waste receptacle	NB MOULTON NS EL TORO (Via Campo Verde)
9	2643, 2644	Shelter, bench, waste receptacle	SB MOULTON NS CALLE ARAGON
10	2214, 2215	Shelter, bench, waste receptacle	NB MOULTON NS CALLE ARAGON (Laguna Woods Village Gate 3)
11	1580, 1581	Shelter, bench, waste receptacle	EB EL TORO @ 24252 EL TORO
12	2541, 2542	Shelter, bench, waste receptacle	EB EL TORO FS AVENIDA SEVILLA
13	N/A	Bench, waste receptacle	WB EL TORO FS @ AVENIDA SEVILLA
14	2537, 2538	Shelter, bench, waste receptacle	EB EL TORO FS CALLE CORTA
15	1574, 1575	Shelter, bench, waste receptacle	WB EL TORO FS PASEO DE VALENCIA
16	1578, 1579	Shelter, bench, waste receptacle	WB EL TORO @ LUTHERN CHURCH OF THE CROSS
17	2599, 2600	Shelter, bench, waste receptacle	EB EL TORO FS TANAGER
18	2603, 2604	Shelter, bench, waste receptacle	WB EL TORO FS CANYON WREN
19	1588, 1589	Shelter, bench, waste receptacle	WB EL TORO FS CALLE CORTA
20	2210, 2211	Shelter, bench, waste receptacle	WB EL TORO NS ALISO CREEK
21	1586, 1587	Shelter, bench, waste receptacle	EB EL TORO FS CALLE SONORA
22	8099, 8100	Shelter, bench, waste receptacle	(WB EL TORO FS TOWN CENTER)
23	2230, 2231	Shelter, two benches, waste receptacle	SB MOULTON FS CAMPO VERDE
24	2601, 2602	Shelter, bench, waste receptacle	EB EL TORO FS CANYON WREN
25	2216, 2217,	Shelter, bench, waste receptacle	SB MOULTON FS CALLE CORTEZ
26	9618, 9619	Shelter, bench, waste receptacle	WB SANTA MARIA FS MOULTON
27	9632, 9633	Shelter, bench, waste receptacle	WB SANTA MARIA FS SANTA VITTORIA
28	N/A	Shelter, bench, waste receptacle	Non-Ad Shelter: WB EL TORO FS CALLE SONORA (Geneva Presbyterian Church)

7.1

**CONDITIONAL USE PERMIT CUP-1148 TO
ALLOW FOR THE SALE OF ALCOHOLIC
BEVERAGES FOR OFF-SITE CONSUMPTION AT
24270 EL TORO ROAD, LAGUNA WOODS,
CA 92637**

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: December 21, 2016 Regular Meeting

SUBJECT: Conditional Use Permit CUP-1148 to allow for the sale of alcoholic beverages for off-site consumption at 24270 El Toro Road, Laguna Woods, CA 92637

Recommendation

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT CUP-1148 TO ALLOW FOR THE SALE OF ALCOHOLIC BEVERAGES

FOR OFF-SITE CONSUMPTION AT 24270 EL TORO ROAD, LAGUNA WOODS, CA 92637

Background

The City has received a conditional use permit application from ALDI Food Market (Applicant) to allow for the sale of beer and wine for off-site consumption – Type 20 California State Department of Alcoholic Beverage Control (ABC) license.

Project Location: 24270 El Toro Road
Laguna Woods, CA 92637

Surrounding land uses are listed in Table 1.

A vicinity map is included as Attachment B.

Table 1: Surrounding Land Uses

General Location	General Plan Land Use Designation	Land Use
North	Commercial / Open Space	Willow Tree Center / Laguna Woods Village Golf Course
South	Commercial / Residential Community	Willow Tree Center / Laguna Woods Village residences
East	Residential Community	Laguna Woods Village residences
West	Commercial / Open Space	Retail businesses and offices / Laguna Woods Village Equestrian Center

The project location is within an existing shopping center, known as the Willow Tree Center, which is zoned as Community Commercial (CC). The Laguna Woods Municipal Code requires the issuance of a conditional use permit prior to the establishment of certain uses, including alcohol sales.

Discussion

ABC regulates the sale of alcoholic beverages. The applicant has applied for a Type 20 (Off-Sale Beer and Wine) license from ABC and is seeking approval to use the license at the project location. Alcohol sales cannot commence without approval from both the City and ABC. The applicant is proposing to offer its customers an assortment of beer and wine for sale within the business footprint for

off-site consumption. Alcoholic beverage sales would be limited to the hours of operation of the business, not to exceed 9 a.m. to 9 p.m. No alcoholic beverages would be permitted to be consumed on-site. The City Manager would have certain abilities to modify the conditions of approval (Exhibit A to Attachment A) related to the type of ABC licenses and sale hours, provided licenses are only for off-sale and no on-site consumption of alcoholic beverages is permitted.

The project location is within United States Census Tract 626.46. ABC establishes the allowable number of on-sale and off-sale licenses within a given census tract. According to ABC records, Census Tract 626.46 is allowed three on-sale and one off-sale licenses. Currently, there are three active on-sale licenses, one active off-sale license, one surrendered off-sale license, and one pending on-sale (and, potentially, one off-sale) license within the census tract (Table 2). Based on ABC standards for the allowable numbers of licenses, there is an undue concentration of licenses within the census tract. Undue concentration occurs when the ratio of on-sale or off-sale licenses to population in the census tract in which the subject premises is located exceeds the ratio of licenses to population in the county.

Table 2: Surrounding ABC Licenses

Licensee	ABC License Type and Status	Proximity
CVS Pharmacy	Type 21 ¹ Active	Within census tract
Vons Market (business closed)	Type 21 ¹ Surrendered	Within census tract and 1,000 foot radius
Laguna Cafe	Type 41 ² Active	Within census tract and 1,000 foot radius
Olive Garden Restaurant	Type 47 ³ Active	Within census tract and 1,000 foot radius
Golden Rain Foundation	Type 51 ⁴ Active	Within census tract
Mother's Market and Kitchen, Inc.	Type 41 ^{2*} Pending	Within census tract

LEGEND

¹ Type 21 Off-Sale General License

² Type 41 On-Sale Beer and Wine – Eating Place License

³ Type 47 On-Sale General Eating Place License

⁴ Type 51 On-Sale General – Club

* Licensee has received City approval for Type 20 and 41 ABC licenses.

In the event that a census tract has an undue concentration of alcohol permits, the City Council may still approve additional conditional use permits. However, when approving the conditional use permits over the recommended limits set by ABC, the City Council must make a finding that the additional licenses would serve as a public convenience and necessity. According to the applicant (Attachment C), the ABC license would provide its customers with the opportunity to purchase an assortment of alcoholic beverages with the most common household grocery items, thus limiting additional trips to various retail outlets.

CVS Pharmacy and Mother's Market and Kitchen are the only other establishments within Census Tract 626.46 that currently sell, or are seeking to sell, alcoholic beverages for off-site consumption. The other off-sale license is for the former Vons Market, which has been surrendered. The applicant is proposing to occupy a portion of the former Vons Market tenant space. The balance of the licenses are for on-site consumption. As a result, staff does not believe that approval of the requested license would result in excessive alcohol sales or negative impacts.

The City's Chief of Police Services was informed of the proposed conditional use permit and indicated that there are no law enforcement-related objections to the sale of alcoholic beverages at the proposed location. Staff is recommending Condition No. 8 (Exhibit A to Attachment A), which would allow the City Manager or the Chief of Police Services to require additional security measures, if deemed necessary, based on increased public safety concerns or neighborhood complaints.

Environmental Review

The proposed project is categorically exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) guidelines.

Fiscal Impact

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

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

Attachments: A – Proposed Resolution
 Exhibit A – Proposed Conditions of Approval
 B – Vicinity Map
 C – Applicant's Public Convenience and Necessity Letter

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT CUP-1148 TO ALLOW FOR THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION AT 24270 EL TORO ROAD, LAGUNA WOODS, CA 92637

WHEREAS, on December 21, 2016, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing concerning the requested conditional use permit to allow for the sale of alcoholic beverages for off-site consumption at 24270 El Toro Road in the Community Commercial District (CC); and

WHEREAS, the City Council has carefully considered all pertinent testimony, as well as all information contained in the agenda report prepared for this application, as presented at the public hearing; and

WHEREAS, staff has reviewed the environmental form submitted by the applicant in accordance with the City’s procedures. Based upon the information received and staff’s assessment of the information, the project has been determined to be categorically exempt pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA); and

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

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

1. The proposed use and project is consistent with the City of Laguna Woods General Plan.

The proposed use is consistent with the Commercial land use designation of the City’s General Plan. Additionally, Policy I.B. of the General Plan is to actively participate with property owners and their representatives to expand the range of retail goods and services. The proposal would allow the sale of alcoholic beverages in order to provide customers with an assortment of options for off-site consumption.

2. The use, activity or improvements proposed are consistent with the provisions of the City Zoning Code.

The proposed use is permitted within the Community Commercial District (CC) of the City's Zoning Code and the sale of alcoholic beverages is permitted contingent upon receiving a conditional use permit.

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

Based upon the information received from the applicant and staff's assessment of the information, the proposed project has been determined to be categorically exempt pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA).

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

The proposed use would be part of an existing commercial shopping center, presently known as the Willow Tree Center, which houses compatible commercial uses. The proposal to allow for the sale of alcoholic beverages for off-site consumption shall have no adverse effect upon abutting properties. Neighboring properties to the north and west are commercial and open space uses. To the south, there is a mixture of commercial and residential community uses. To the east, there are residential community uses. Therefore, staff has included conditions of approval to ensure that appropriate measures are taken to minimize possible impacts to the surrounding area.

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

With the approval of the conditional use permit, conditions of approval have been added, which would limit the hours for the sale of alcoholic beverages and require security measures if deemed necessary. Such conditions would assist in protecting surrounding land uses from secondary adverse impacts such as noise, drunkenness, and public disturbance.

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

The proposal to sell alcoholic beverages for off-site consumption has been evaluated against all City regulations through the conditional use permit process and is deemed in compliance, subject to the conditions of approval.

7. The subject application does serve as a public convenience and necessity.

The California State Department of Alcoholic Beverage Control (ABC) established the number of on-sale and off-sale licenses with a given census tract. According to ABC records, Census Tract 626.46 is allowed three on-sale and one off-sale licenses. Presently, there are three active on-sale licenses, one active off-sale license, one surrendered off-sale license, and one pending on-sale (and, potentially one off-sale) license within the census tract. Based on the ABC standards for allowed number of licenses, there is an undue concentration of licenses within the census tract. The proposed ABC licenses would be a public convenience and necessity as the licenses would provide customers with the opportunity to purchase an assortment of alcoholic beverages with the most common household grocery items, thus limiting additional trips to various retail outlets. The prior tenant of the same location had an off-sale license approved prior to the City's incorporation, under which it operated without incident or difficulty. Continuing the availability of sales of alcoholic beverage for off-site consumption at this location, which was previously established through a prior user but without a conditional use permit approved by the City as the Laguna Woods Municipal Code now requires, therefore provides a continued convenience to the public, and the benefit of enhanced sales which will contribute to tenant stability in an important commercial area of the city, without any apparent locational or operational obstacles to threaten public health or safety. Allowing such sales at this location, therefore, does serve as a public convenience and necessity.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council approves Conditional Use Permit CUP-1148 subject to the conditions of approval found in Exhibit A.

SECTION 3. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2016.

NOEL HATCH, 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. 16-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the XX day of XX 2016, by the following vote:

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

YOLIE TRIPPY, Deputy City Clerk

Exhibit A to Resolution No. 16-XX

Conditions of Approval for Conditional Use Permit CUP-1148

1. The proposed project shall be constructed, developed, used, operated, and permanently maintained in accordance with the terms of the application, plans, drawing, and conditions imposed in the resolution of approval.
2. The Applicant(s)/Owner(s) shall comply with all of the requirements of Resolution No. 16-XX, adopted as part of Conditional Use Permit CUP-1148.
3. The Applicant(s)/Owner(s) shall comply with all requirements of the City of Laguna Woods Municipal Code, as it pertains to this application, and such requirements shall be made a condition of permit approval.
4. Prior to initiating any sale of alcoholic beverages, the Applicant(s)/Owner(s) shall obtain a valid alcoholic beverage license from the California Department of Alcoholic Beverage Control (ABC) for the proposed use. The ABC license shall be limited to the scope approved pursuant to this conditional use permit for a Type 20 license. Any change shall require review and authorization by the City Council, except that the City Manager may review and authorize requests for other off-sale ABC licenses pertaining to the same location where no on-site consumption of alcoholic beverages is permitted. The City Manager may refer such decision to the City Council.
5. Sale of alcoholic beverages for off-site consumption shall cease on the posted closing time of the business and in no event begin before 9:00 a.m. or pass 9:00 p.m. Any changes shall require review and authorization by the City Manager who may refer such decision to the City Council.
6. The Applicant(s)/Owner(s) shall post signage at the public entrances and exits to the business, in a manner that is clearly visible to customers and staff, stating that no alcoholic beverage consumption is permitted on-site.
7. There shall be no exterior advertising of any kind or type promoting or indicating any alcoholic beverage product, nor the availability of any

ITEM 7.1 – Exhibit A to Attachment A

alcoholic beverages including, but not limited to, advertising directed to the exterior from within.

8. Based on increased calls for service, or input from the surrounding businesses and residents, the City Manager or the Chief of Police may require, at their discretion, the provision of private security guards at the subject business during certain business hours and/or require the Applicant(s)/Owner(s) to provide additional security measures on the premises. The City Manager may set this permit for a public hearing at any time to consider modification of any condition or revocation of the permit if non-compliance with the conditions of approval is identified.
9. Graffiti on the property shall be removed at the Applicant(s)/Owner(s)' expense within 24 hours.
10. In accordance with policies adopted by the City, the Applicant(s)/Owner(s) shall be responsible for any cost incurred as a result of local law enforcement or code enforcement investigation/inspections that result in a finding of violation of any applicable laws and/or conditions of approval.
11. Transfer: In the event of transfer of the property to which this CUP pertains, the transferee shall, prior to exercising the rights granted hereunder, arrange and attend a conference with the City to document the manner in which alcoholic beverage sales will occur at the location, the physical facilities and controls that will be used, and the manner in which these conditions of approval will be met.
12. Termination: Upon approval, the permit shall become null and void (A) 180 days after such time the approved use at the approved location ceases to be operated as noted by lapse of City business license, lapse of California State Board of Equalization permit, lapse of ABC license, or date noted by City official with proper site verification of abandonment or discontinuance; or, (B) if the Applicant(s)/Owner(s) have not obtained an ABC license pursuant to this CUP within 180 days of approval, unless such period is extended by the City Manager upon a showing that the Applicant(s)/Owner(s) are actively engaged in the ABC application process for such license; the City Manager may refer such decision to the City Council. This permit shall be deemed immediately terminated should the approved location be occupied by a use not in accord with this approval.

ITEM 7.1 – Exhibit A to Attachment A

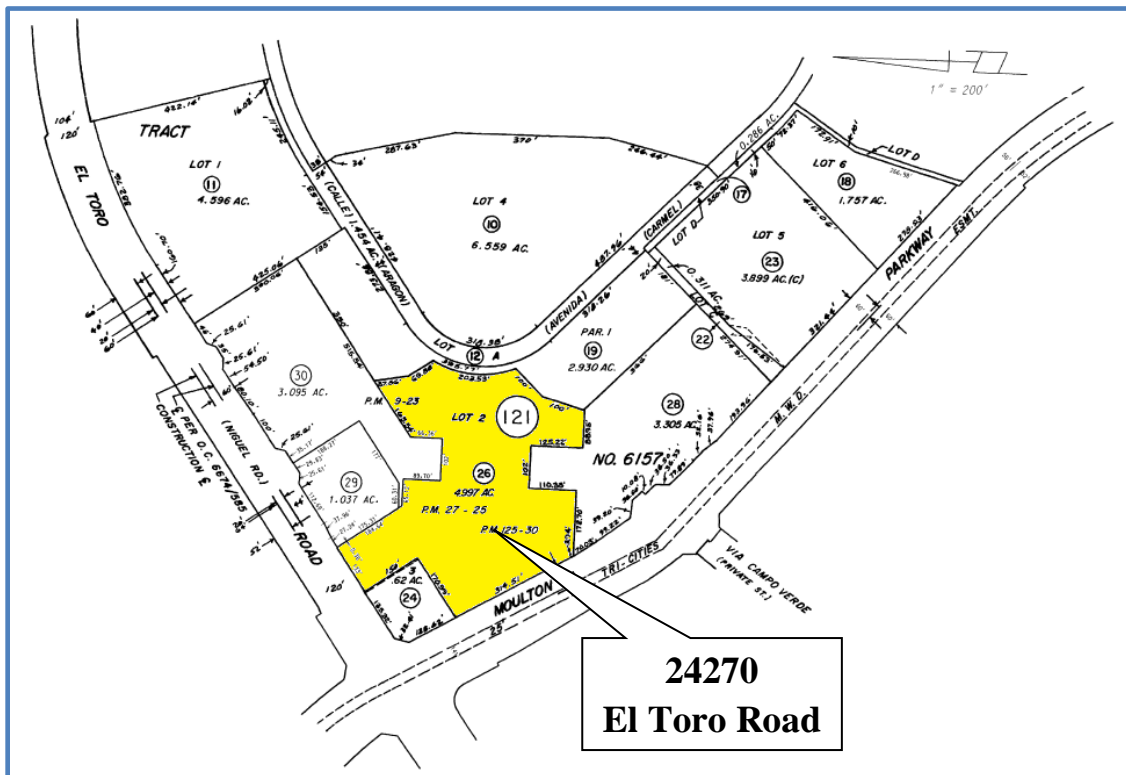
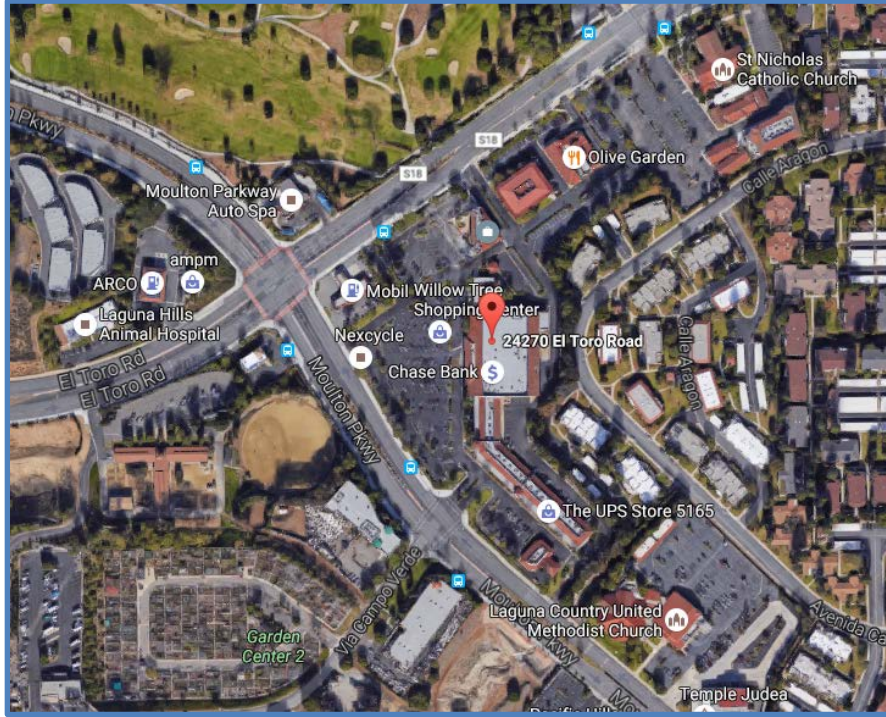
13. The Applicant(s)/Owner(s), or successor in interest, shall agree, as a condition of issuance of this permit, at its sole expense, defend (with counsel of the City's choosing), indemnify, and hold harmless the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding against the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers to attach, set aside, void or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The Applicant(s)/Owner(s) shall pay the City's defense costs and shall reimburse the City for court costs and attorney fees that the City may be required by a court to pay as a result of such defense. The Applicant(s)/Owner(s) may its sole discretion participate in the defense or any such action under this condition.

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Vicinity Map

24270 El Toro Road, Laguna Woods, CA 92637

Project Area



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**Request for Finding of Public
Convenience or Necessity
For Alcohol Sales
ALDI, Inc.
(24270 El Toro Road, Laguna Woods, CA)**

ALDI, Inc. is requesting a finding of public convenience or necessity for the ALDI Food Market, located at 24270 El Toro Road, to operate as a grocery store with ancillary sale of alcoholic beverages for off-site consumption.

It is our understanding that a finding of public convenience or necessity is required for the addition of an ABC Type 20 license within the subject census tract. The project location is within Census Tract 626.46. According to ABC records, Census Tract 626.46 is allowed three on-sale and one off-sale licenses. Presently, there are three active on-sale licenses and two active off-sale licenses within the census tract. Based on ABC standards for allowed numbers of licenses, there is an undue concentration of licenses within the census tract. Undue concentration occurs when the ratio of on- or off-sale licenses to population in the census tract in which the subject premises is located exceeds the ratio of licenses to population in the county. In the event that a census tract has an undue concentration of alcohol permits, the City Council may still approve additional conditional use permits. However, when approving the conditional use permits over the recommended limits set by ABC, the City Council must make a finding that the additional licenses would serve as a public convenience and necessity

It may be determined that public convenience may be served by the issuance of another Type 20 license based on the wide range of products found and provided by ALDI's Food Market. In this case, ALDI will offer 1,300 of the most common grocery and household items while the sale of beer and wine is considered ancillary. Beer and wine sales floor area accounts for less than 10% of the gross sales floor area.

The sales of beer and wine is essential in order to provide ALDI customers with a wide selection of products. By providing a diverse range of products, including alcoholic beverages, readily available to the consumer at this ALDI store, this will provide a public convenience to the surrounding area. Without it, a consumer may need to make multiple stops at various retail outlets in order to obtain all items on their shopping list.

The off-sales of alcohol is in compliance with the City of Laguna Woods zoning and land use designation outlined in the General Plan. The subject property is designated as a Commercial property within the Laguna Woods General Plan and is zoned Community Commercial. The "Commercial" designation covers a broad range of non-residential, non-industrial uses. Typical commercial uses include retail stores, restaurants, administrative offices, retail services such as dry cleaners and barbershops, automobile sales and services, and may include institutional uses such as hospitals and churches. The "Community Commercial" is to provide for the development and preservation of high intensity commercial uses which serve the local community and regional area and are compatible with surrounding residential uses.

ALDI is designed to provide a safe environment for patrons and employees. A number of security and safety measures are incorporated into the store design, including but not limited to the following:

1. A closed-circuit surveillance system will be installed throughout the store. Camera locations include at the end of each aisle, point of sales, back room, store entrance, offices, hall, and loading dock area. ALDI will maintain 30 calendar days of video footage after date and time of recordation. The Store Manager and District Manager are trained in using the CCTV system.
2. Adequate store lighting will be provided throughout the interior of the store and along the exterior boundaries of the building. Exterior lighting fixtures shall remain in compliance with the jurisdiction's lighting requirements.
3. All ALDI employees undergo training at the time of employment and once every 3 years, to reviewing ALDI's alcohol sales and handling procedures, based on the National Procedures for Alcohol Sales. Store employees will undergo any additional training as required by the agency having jurisdiction to adhere to proper alcohol handling and sales procedures.
4. Beer and wine are not refrigerated. This will help deter customers from consuming beverages immediately after purchase.

ALDI will comply with conditions deemed necessary by the City of Laguna Woods in the interest of public health, safety, and welfare. With this, we feel that the issuance of a Type 20 off-sale beer and wine license will serve a public convenience to the community, and will not be detrimental to our neighbors or the surrounding community.

7.2

**2016 CALIFORNIA BUILDING STANDARDS
CODE AND LOCAL AMENDMENTS**

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: December 21, 2016 Regular Meeting
SUBJECT: 2016 California Building Standards Code and Local Amendments

Recommendation

1. Receive staff report.

AND
2. Open public hearing.

AND
3. Receive public testimony.

AND
4. Close public hearing.

AND
5. Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING TITLE 10 OF THE LAGUNA WOODS MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE

CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2016 CALIFORNIA BUILDING CODE; THE 2016 CALIFORNIA MECHANICAL CODE; THE 2016 CALIFORNIA ELECTRICAL CODE; THE 2016 CALIFORNIA PLUMBING CODE; THE 2016 CALIFORNIA RESIDENTIAL CODE; THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2016 CALIFORNIA ENERGY CODE; THE 2016 CALIFORNIA EXISTING BUILDING CODE; AND THE 2016 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

AND

6. Approve second reading and adopt an ordinance – read by title with further reading waived – entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 10-12 (FIRE CODE) OF TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA WOODS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

Background

State law requires that the City enforce the California Building Standards Code, which provides uniform, statewide standards for various aspects of building and construction. The California Building Standards Code is developed and approved by the California Building Standards Commission every three years. Supplemental standards are often approved half-way through each three-year code cycle.

The 2016 California Building Standards Code will become effective on January 1, 2017 and includes modifications of the building, mechanical, electrical, plumbing, residential, green building standards, energy, existing building (formerly “existing standards”), and referenced standards codes.

While the City is unable to waive any portion of the California Building Standards Code, local amendments may be adopted if they are deemed reasonably necessary due to local climatic, geological, or topographical conditions.

On November 16, 2016, a public hearing was held and the City Council introduced and approved the first reading of two ordinances (attachments A and B) which, if adopted, would have the effect of adopting the 2016 California Building Standards Code and local amendments.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on the proposed adoption of the 2016 California Building Standards Code and local amendments. The local amendments (attachments A and B) were developed by the Orange County Fire Authority and are recommended by both the Orange County Fire Authority and the City's Building Official. For ease of review, strikethrough documents are included as attachments C, D, and E. A representative from the Orange County Fire Authority will also be available to answer questions and provide additional information at the meeting.

The complete text of the 2016 California Building Standards Code, including the hundreds of changes from previous codes, is available for review on the California Building Standards Commission's website (www.bsc.ca.gov) and at City Hall.

Regardless of City Council action, the 2016 California Building Standards Code will take effect on January 1, 2017. If adopted, local amendments would take effect 30 days after adoption, in accordance with State law.

Environmental Review

This project is not a project under the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Fiscal Impact

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

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

Attachments: A – Proposed Ordinance (Various Codes)
B – Proposed Ordinance (Fire Code)
C – Strikethrough of Local Amendments to the 2016 California Building Code
D – Strikethrough of Local Amendments to the 2016 California Residential Code
E – Strikethrough of Local Amendments to the 2016 California Fire Code

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ORDINANCE NO. 16-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING TITLE 10 OF THE LAGUNA WOODS MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2016 CALIFORNIA BUILDING CODE; THE 2016 CALIFORNIA MECHANICAL CODE; THE 2016 CALIFORNIA ELECTRICAL CODE; THE 2016 CALIFORNIA PLUMBING CODE; THE 2016 CALIFORNIA RESIDENTIAL CODE; THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2016 CALIFORNIA ENERGY CODE; THE 2016 CALIFORNIA EXISTING BUILDING CODE; AND THE 2016 CALIFORNIA REFERENCED STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City may adopt by reference the California Building Standards Code, 2016 Edition, as provided in Title 24 of the California Code of Regulations; and

WHEREAS, the California Building Standards Commission recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.* and 18941.5 authorize cities to modify the California Building Standards Code by adopting more restrictive standards and modifications provided that such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official and the Orange County Fire Authority, the City Council finds that the amendments to the 2016 California Building Standards Code set forth in this ordinance would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological, or topographical conditions; and

WHEREAS, on November 16, 2016 and December XX, 2016, the City Council held duly noticed public hearings on this Ordinance at which it considered all of the information, evidence, and testimony presented, both written and oral.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2. The City Council hereby finds that the amendments to the 2016 California Building Code and 2016 California Residential Code are reasonably necessary because of local climatic, geological, or topographic conditions, and adopts the findings provided below to support the amendments to the 2016 California Building Code and 2016 California Residential Code contained in Section 3 and Section 7 of this Ordinance.

I. Climatic Conditions

- A. Orange County and the City of Laguna Woods are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene.
- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.
- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical Conditions

- A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.
- C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

- A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”
- B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.
- C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

Additional amendments have been made to the 2016 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such

codes. The changes made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2016 California Building Code as follows:

**2016 California Building Code (CBC)
Laguna Woods Local Summary Sheet**

CBC Chapter or Section	Summary	Findings I,II,III
202	General Definitions	Administrative
701A.3	Construction Methods Requirements for the Addition and Remodeling Requirements of Building in Wildfire Areas Located Within 100 Feet of a Fuel Modification Zone.	I & II
701A.3.2	Construction Methods Requirements for the Accessory Structures in Wildfire Areas.	
701A.4	Construction Material Requirements for the Accessory Structures in Wildfire Areas.	I & II
903.2	Where Required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically Calculated Systems	I & II
Chapter 35	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

The findings above are applicable to amendments to the 2016 California Residential Code as follows:

**2016 California Residential Code (CRC)
Laguna Woods Local Summary Sheet**

CBC Chapter or Section	Summary	Findings I,II,III
202	General Definitions	Administrative
R301.9	Construction Methods Requirements for the Addition and Remodeling Requirements of Building in Wildfire Areas Located Within 100 Feet of a Fuel Modification Zone.	I & II
R309.6	Group R-3 Fire Sprinkler Requirements in Attached Garages, Carports With Habitable Spaces in Accordance With CFC Section 903.2.8	I, II & III
R313.1	Group R-3 Townhome Fire Sprinkler Requirements for Additions and Alterations in Accordance With CFC Section 903.2.8	I, II & III
R313.2	Group R One- and Two-Family Fire Sprinkler Requirements for Additions and Alterations in Accordance with CFC Section 903.2.8	I, II & III
R313.3.6.2.2	Hydraulically Calculated Systems	I & II
R1001.13	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administration
R1001.13.1	Gas-Fueled Devices	I & II
R1001.13.2	Devices Using Wood or Fuels Other Than Natural Gas or LPG	I & II
R1001.13.3	Where Prohibited	I & II
Chapter 44	Reference Standards	N/A
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II

SECTION 3. Chapter 10.08 of the Laguna Woods Municipal Code is hereby amended and restated in its entirety to read as follows:

CHAPTER 10.08. - CALIFORNIA BUILDING CODE

Sec. 10.08.010. - Adoption of the California Building Code.

The California Building Code, 2016 Edition, based on the 2015 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Woods, regulating the construction, alteration, movement,

repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

Sec. 10.08.020. - Amendments to the California Building Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “Spark Arrester” as follows:

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 7A Materials and Construction Methods for Exterior Wildfire Exposure.

Section 701A.3 Application is hereby revised to read as follows:

701A.3 Application. New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Fire Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from the applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C – Group U Agricultural Buildings), when located at least 50 feet from an applicable building.

Section 710A.3.2 is hereby revised to read as follows:

710A.3.2 Detached accessory structures within 50 feet of an applicable building shall comply with the requirements of this section.

Section 710A.4 Requirements is hereby revised to read as follows:

710A.4 Requirements. Accessory structures shall be constructed of non-combustible or ignition-resistant materials.

Chapter 9 Fire Protection Systems.

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in-buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:

- a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet.
- b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.

2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

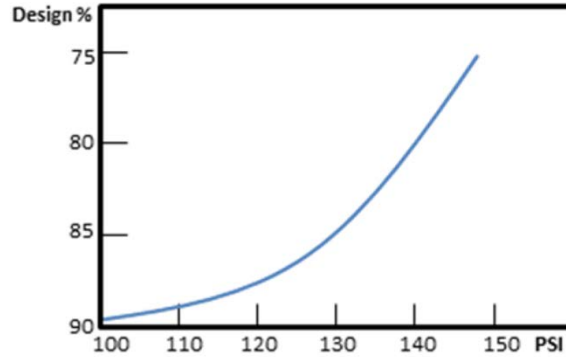
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 35 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½” inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½” inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers

4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve “G”. Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby revised to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings.

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

SECTION 4. Chapter 10.14 of the Laguna Woods Municipal Code is hereby amended and restated in its entirety to read as follows:

CHAPTER 10.14. - CALIFORNIA MECHANICAL CODE

Sec. 10.14.010. - Adoption of the California Mechanical Code.

The California Mechanical Code, 2016 Edition, based on the 2015 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Woods, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 5. Chapter 10.10 of the Laguna Woods Municipal Code is hereby amended and restated in its entirety to read as follows:

CHAPTER 10.10. - CALIFORNIA ELECTRICAL CODE

Sec. 10.10.010. - Adoption of the California Electrical Code.

The California Electrical Code, 2016 Edition, based on the 2014 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the City of Laguna Woods, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 6. Chapter 10.16 of the Laguna Woods Municipal Code is hereby amended and restated in its entirety to read as follows:

CHAPTER 10.16. - CALIFORNIA PLUMBING CODE

Sec. 10.16.010. - Adoption of the California Plumbing Code.

The California Plumbing Code, 2016 Edition, based on the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Plumbing Code of the City of Laguna Woods, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 7. Chapter 10.22 of the Laguna Woods Municipal Code is hereby amended and restated in its entirety to read as follows:

CHAPTER 10.22. - CALIFORNIA RESIDENTIAL CODE

Sec. 10.22.010. - Adoption of the California Residential Code.

The California Residential Code, 2016 Edition, based on the 2015 International Residential Code as published by the International Code Council together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Woods regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

Sec. 10.22.020. - Amendments to the California Residential Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 Building Planning.

Section R301.9 Fuel Modification Requirements for New Construction is hereby added as follows:

R301.9 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program.”

Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.1 Townhouse automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.2 One- and two-family dwellings automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.3.6.2.2 Calculation procedure is hereby revised to read as follows:

R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.3.

(The remainder of the section is unchanged)

Chapter 10 Chimneys and Fireplaces.

Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices is hereby added as follows:

R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section R1001.13.1 Gas-fueled devices is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.3 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Chapter 44 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½” inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½” inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve “G”. Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;

2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One-and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

SECTION 8. Chapter 10.24 of the Laguna Woods Municipal Code is hereby amended and restated in its entirety to read as follows:

CHAPTER 10.24. - CALIFORNIA GREEN BUILDING STANDARDS CODE

Sec. 10.24.010. - Adoption of the California Green Building Standards Code.

The California Green Building Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the green building standards code of the City of Laguna Woods regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 9. Chapter 10.28 is hereby added to Title 10 (Buildings and Construction) of the Laguna Woods Municipal Code to read in its entirety as follows:

Chapter 10.28. - CALIFORNIA ENERGY CODE

Sec. 10.28.010. - Adoption of the California Energy Code.

The California Energy Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the energy code of the City of Laguna Woods regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the Office of the City Clerk and shall be made available for public inspection.

SECTION 10. Chapter 10.30 is hereby added to Title 10 (Buildings and Construction) of the Laguna Woods Municipal Code to read in its entirety as follows:

CHAPTER 10.30. - CALIFORNIA EXISTING BUILDING CODE

Sec. 10.30.010. - Adoption of the California Existing Building Code.

The California Existing Building Code, 2016 Edition, based on the 2015 International Existing Building Code as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Woods existing building code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the Office of the City Clerk and shall be made available for public inspection.

SECTION 11. Chapter 10.32 is hereby added to Title 10 (Buildings and Construction) of the Laguna Woods Municipal Code to read in its entirety as follows:

CHAPTER 10.32. - CALIFORNIA REFERENCED STANDARDS CODE

Sec. 10.32.010. - Adoption of the California Referenced Standards Code.

The California Referenced Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Woods regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said

code has been filed in the Office of the City Clerk and shall be made available for public inspection.

SECTION 12. The City Council finds and determines that the adoption of this Ordinance is not a project under the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 13. 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 14. The Deputy City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 15. All of the above-referenced documents and information have been and are on file with the City Clerk of the City.

PASSED, APPROVED AND ADOPTED this XX day of XX 2016.

NOEL HATCH, 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. 16-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX of XX 2016, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2016 by the following vote to wit:

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

YOLIE TRIPPY, Deputy City Clerk

ORDINANCE NO. 16-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING CHAPTER 10-12 (FIRE CODE) OF TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA WOODS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City may adopt by reference the 2016 California Fire Code, based on the International Fire Code, 2015 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California pursuant to Title 24, Part 9 of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2016 California Fire Code including Appendices B, BB, C, CC and H, based on the International Fire Code, 2015 Edition, published by International Code Council (ICC), as adopted by Title 24, Part 9 of the California Code of Regulations (“Fire Code”) with necessary amendments recommended by the Building Official and the Orange County Fire Authority to assure the Fire Code is tailored to the particular fire protection needs of the City as required by local climatic, geological, and topographical conditions and to assure that a maximum level of fire protection is provided to residents, businesses, and other occupants; and

WHEREAS, on November 16, 2016 and December XX, 2016, the City Council held duly noticed public hearings on this Ordinance at which it considered all of the information, evidence, and testimony presented, both written and oral.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2. The City Council hereby finds that the amendments to the 2016 California Fire Code are reasonably necessary because of local climatic, geological, or topographical conditions, and adopts the findings provided below to support the amendments to the 2016 California Fire Code.

I. Climatic Conditions

- A. Orange County located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.
- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.
- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.
- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to

the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical Conditions

- A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.
- C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

- A. The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.
- B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San

Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

- C. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.
- D. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

The findings above are applicable to amendments to the 2016 California Fire Code and the International Fire Code, 2015 Edition as follows:

**2016 California Fire Code (CFC)
Laguna Woods Local Summary Sheet**

CBC Chapter or Section	Summary	Findings I,II,III
109.4	Violation Penalties	Administrative
109.4.2	Infraction & Misdemeanor	Administrative
202	General Definitions	Administrative
304.1.2	OCFA Vegetation Management	I
305.6	Hazardous Conditions	I & II
305.7	Disposal of Rubbish	I & II
307	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
307.6.1	Gas-Fueled Devices	I & II
307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
307.6.2.1	Where Prohibited	I & II
309.2.1	Indoor Charging of Electric Cars	Administrative
320	Fuel Modification Requirements for New Construction	I
321	Clearance of Brush or Vegetation Growth from Roadways	I
322	Unusual Circumstances	Administrative
323	Use of Equipment	I
323.1	Spark Arrestors	I
324	Sky Lanterns or Similar Devices	I & II
407.5	Hazardous Material Inventory Statement	I & II
501.1	Scope	Administrative, I, II, & III
510.1	Emergency Responder Radio Coverage	Administrative
510.4.2.2	Technical Criteria	Administrative
510.5.1	Approval Prior to Installation	Administrative
510.5.2	Minimum Qualification of Personnel	Administrative
510.5.3	Acceptance Test Procedure	Administrative
510.6.1	Testing and Proof of Compliance	Administrative
903.2	Where Required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically Calculated Systems	I & II
2801.2	Permit	Administrative
2808.2	Storage Site	Administrative
2808.3	Size of Piles	I
2808.4	Pile Separation	I

2808.7	Pile Fire Protection	I
2808.9	Material-Handling Equipment	I
2808.11	Temperature Control	I
2808.11.1	Pile Temperature Control	I
2808.11.2	New Material Temperature Control	I
2808.12	Water Availability for Piles	I
2808.13	Tipping Area	I
2808.14	Emergency Contact	Administrative
4906.3	OCFA Vegetation Management Guidelines	I
4908	Fuel Modification Requirements for New Construction	I
5001.5.2	Hazardous Materials Inventory Statement	Administrative
5003.1.1.1	Extremely Hazardous Substances	I & III
5608.2	Retail Fireworks	Administrative
5608.3	Application for Permit	Administrative
Chapter 80	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

SECTION 3. Section 10.12 of the Laguna Woods Municipal Code is hereby amended and restated in its entirety to read as follows:

CHAPTER 10.12. - CALIFORNIA FIRE CODE

Sec. 10.12.010. - Adoption of the California Fire Code and International Fire Code.

The 2016 California Fire Code, including Appendices B, BB, C, CC, and H based on the International Fire Code, 2015 Edition, published by the International Code Council (ICC), and the whole of the International Fire Code, 2015 Edition, together with the amendments provided in this chapter, are hereby adopted and incorporated by reference, as though set forth at length herein, as the Fire Code of the City of Laguna Woods for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions. Not less than one