

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, August 19, 2020
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



Carol Moore
Councilmember

Joe Rainey
Councilmember

Welcome to a meeting of the Laguna Woods City Council!

This meeting may be recorded, televised, and made publicly 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 meets regularly on the third Wednesday of each month at 2 p.m.

AGENDA POSTING AND AVAILABILITY

Regular and Adjourned Regular Meetings: Pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act, the City of Laguna Woods posts agendas at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 17-30, at least 72 hours in advance of regular and adjourned regular meetings. Agendas and agenda materials are available at Laguna Woods City Hall during normal business hours and on the City’s website. Printed copies of agendas and agenda materials are provided at no charge in advance of meetings. After meetings have occurred, a per page fee is charged for printed copies.

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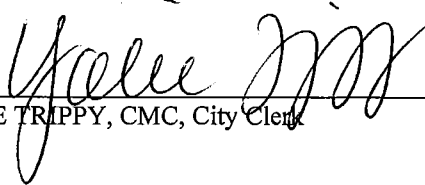
FOR ADDITIONAL INFORMATION

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

AFFIDAVIT OF POSTING

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

I, Yolie Trippy, City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website (www.cityoflagunawoods.org); and, at other locations designated by Resolution No. 17-30, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.



YOLIE TRIPPY, CMC, City Clerk

8-14-20

Date

NOVEL CORONAVIRUS (COVID-19) NOTICE

Please consider participating in this City Council meeting remotely. Written public comments may be submitted via email (cityhall@cityoflagunawoods.org) or by mail (Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637), provided that they are received by the City prior to 2 p.m. on the day of the meeting. Written public comments may be read or summarized to the City Council at the meeting, and parties submitting comments should be aware that their email addresses and any information submitted may be disclosed or become a matter of public record. No party should expect privacy of such information.

Please exercise caution when attending City Council meetings. If you do attend this meeting, please maintain a distance of six feet or more between yourself and others, wash your hands with soap and water before and after the meeting, and refrain from handshaking and other physical contact.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Customer Time of Use (TOU) Rates – Southern California Edison

Recommendation: Receive and file.

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 July 15, 2020.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of July 2020.

6.3 Warrant Register

Recommendation: Approve the warrant register dated August 19, 2020 in the amount of \$729,045.10.

6.4 Fiscal Years 2019-21 Budget Adjustments

Recommendation: Adopt a resolution entitled:

1. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF FEDERAL GRANTS FUND APPROPRIATIONS FOR FUNDS FROM THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

AND

2. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND CORRECTING THE GENERAL FUND ASSIGNED RESERVE BALANCES FOR THE PAID LEAVE CONTINGENCY RESERVE AND THE GENERAL FUND CONTINGENCY RESERVE FOR FISCAL YEAR 2019-20

6.5 Building Official, Permit Counter, and Inspection Services

Recommendation: Approve an agreement with Willdan Engineering for building official, permit counter, and inspection services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.6 Traffic Engineering Services

Recommendation:

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

AND

2. Approve an agreement with Iteris, Inc. for traffic engineering services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.7 Harassment, Discrimination, and Retaliation Policy

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AMENDMENTS TO ADMINISTRATIVE POLICY 4.7 PERTAINING TO HARASSMENT, DISCRIMINATION, AND RETALIATION

6.8 State of Local Emergency (COVID-19) Executive Order

Recommendation: Confirm Executive Order No. DES 2020-1-1 (Executive Order of the Director of Emergency Services Making and Issuing Rules and Regulations Regarding the Temporary Outdoor Operation of Certain Businesses that are Located within the City of Laguna Woods), dated July 22, 2020, pursuant to Laguna Woods Municipal Code Section 7.04.060.

6.9 Fiscal Years 2020-30 Pavement Management Plan

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM, AND ADOPTING A PAVEMENT MANAGEMENT PLAN FOR FISCAL YEARS 2020-21 THROUGH 2029-30

6.10 City Hall Refurbishment and Safety Project: Phase 2

Recommendation: Reject all bids received for the “City Hall Refurbishment and Safety Project: Phase 2”.

6.11 Laguna Woods Civic Support Fund

Recommendation: Appoint Ed Tao to the Board of Directors for the Laguna Woods Civic Support Fund as a resident member.

VII. PUBLIC HEARINGS

7.1 Sign Program SP-1433 to allow for various signage at 23572 Moulton Parkway, Laguna Woods, CA 92637

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-1433 TO ALLOW FOR VARIOUS SIGNAGE AT 23572 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING THAT THE SIGN PROGRAM IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

7.2 Residential Density Bonus Standards Regulations

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, AMENDING SECTION 13.26.040 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO RESIDENTIAL DENSITY BONUS STANDARDS AND OTHER INCENTIVES FOR HOUSING DEVELOPMENTS WITHIN, OR FOR THE DONATION OF LAND FOR HOUSING WITHIN, THE CITY'S JURISDICTION, CONSISTENT WITH CALIFORNIA GOVERNMENT CODE SECTION 65915 ET SEQ.

VIII. CITY COUNCIL BUSINESS

8.1 Accessory Dwelling Unit 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, AMENDING SECTIONS 13.06.010, 13.08.010, AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

8.2 Temporary Sign Permit Fees (agendized by Councilmember Connors)

Recommendation: Due to the impacts of COVID-19, waive the temporary sign permit fee of \$76 through December 31, 2020.

8.3 Fiscal Years 2019-21 Budget and Work Plan & Fiscal Years 2019-30 Capital Improvement Program

Recommendation:

1. Provide direction to staff regarding the “City Hall/Public Library Project” and the “Woods End Wilderness Preserve Trail Drainage and Improvement Project”.

AND

2. Approve the temporary deferral of the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” and direct the City Manager to transfer the unexpended Fiscal Year 2020-21 General Fund appropriations for the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” to the “City Hall/Public Library Project”.

8.4 City Council Meeting Schedule

Recommendation: Schedule an adjourned regular meeting of the City Council to be held at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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 Connors; Alternate: Mayor Pro Tem Horne
- 9.2 Orange County Fire Authority
Mayor Hatch
- 9.3 Orange County Library Advisory Board
Councilmember Moore; Alternate: Councilmember Connors
- 9.4 Orange County Mosquito and Vector Control District
Mayor Pro Tem Horne

- 9.5 San Joaquin Hills Transportation Corridor Agency
Councilmember Conners; Alternate: Councilmember Moore
- 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

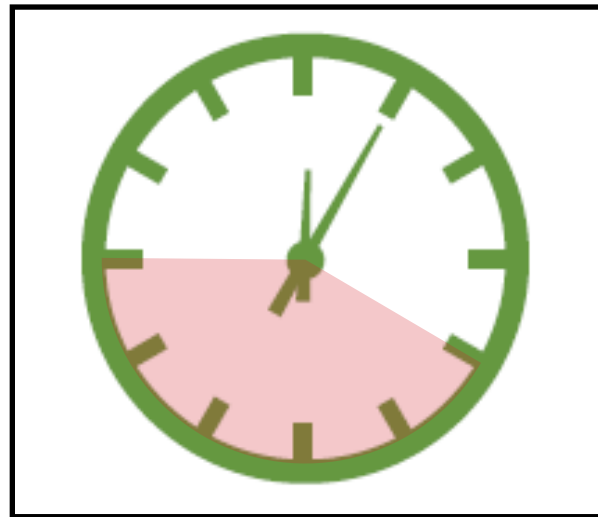
Next Regular Meeting: Wednesday, September 16, 2020 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

4.1
**CUSTOMER TIME OF USE (TOU) RATES –
SOUTHERN CALIFORNIA EDISON**

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Residential Time-of-Use Transition

Q4 2020



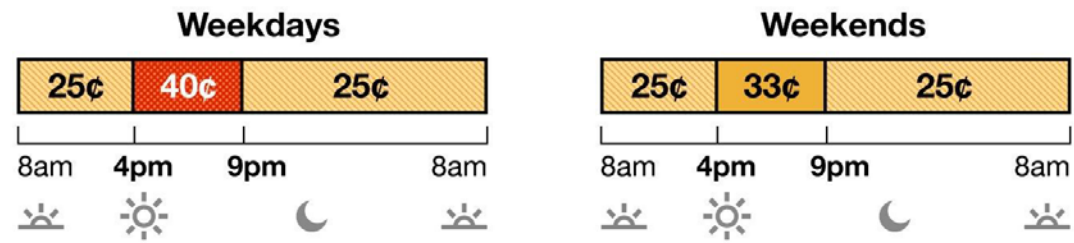
Before We Start

- Customers will have **choices** about what rate they are on
- Certain groups of customers will **not be transitioned** to TOU
- TOU rates **do not** result in increased revenue or profits for SCE
- Many customers **benefit** from TOU rates and most pay a similar amount compared to the tiered rate plan
- Customers who chose to try out an eligible TOU rate will be given one year of **Bill Protection**
- Customers will receive a series of **communications** from SCE in advance of being transitioned and after

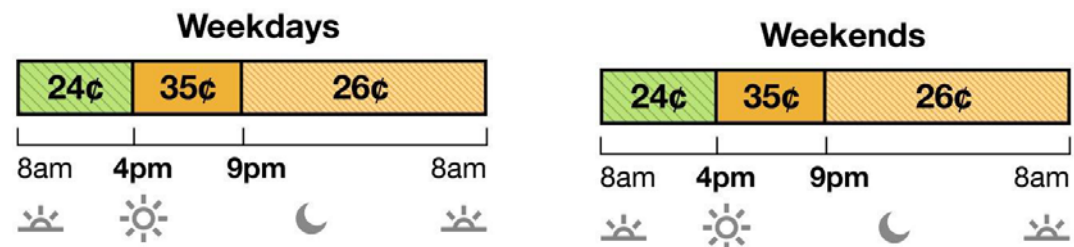
What is Time-of-Use?

- A variable rate structure that charges based on both **when** and **how much** electricity you use.

TOU-D-4-9 Summer Rates



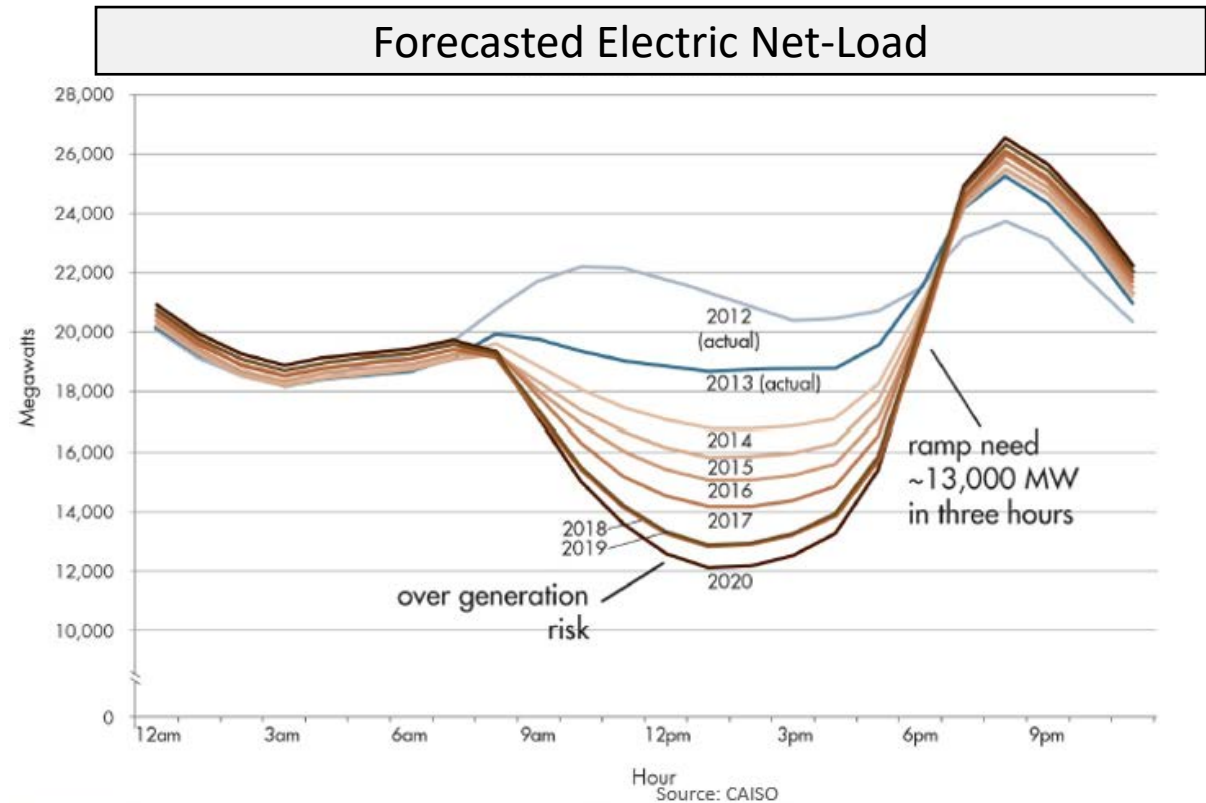
TOU-D-4-9 Winter Rates



Super Off-Peak
 Off-Peak
 Mid-Peak
 On-Peak
 Above rates are per kWh.

Why Are We Transitioning Residential Customers?

- State policy requiring investor-owned utilities to transition most residential customers to a time-of-use rate
- There are certain times when providing power is both less expensive and better for the environment
- Better matching the demand for electricity with supply helps to:
 - Keep electricity rates down
 - Ensure grid reliability
 - Deliver more clean energy



Transition Details



COMMUNICATIONS

CUSTOMERS WILL BE CONTACTED THROUGH DIRECT MAIL AND EMAIL



CUSTOM RATE ANALYSIS

SCE WILL PROVIDE CUSTOMERS WITH A CUSTOMIZED RATE ANALYSIS AND RECOMMENDED RATE



CUSTOMER CHOICE

CUSTOMERS CAN STAY ON THEIR TIERED RATE OR SWITCH TO A DIFFERENT TOU RATE



TOU RATES

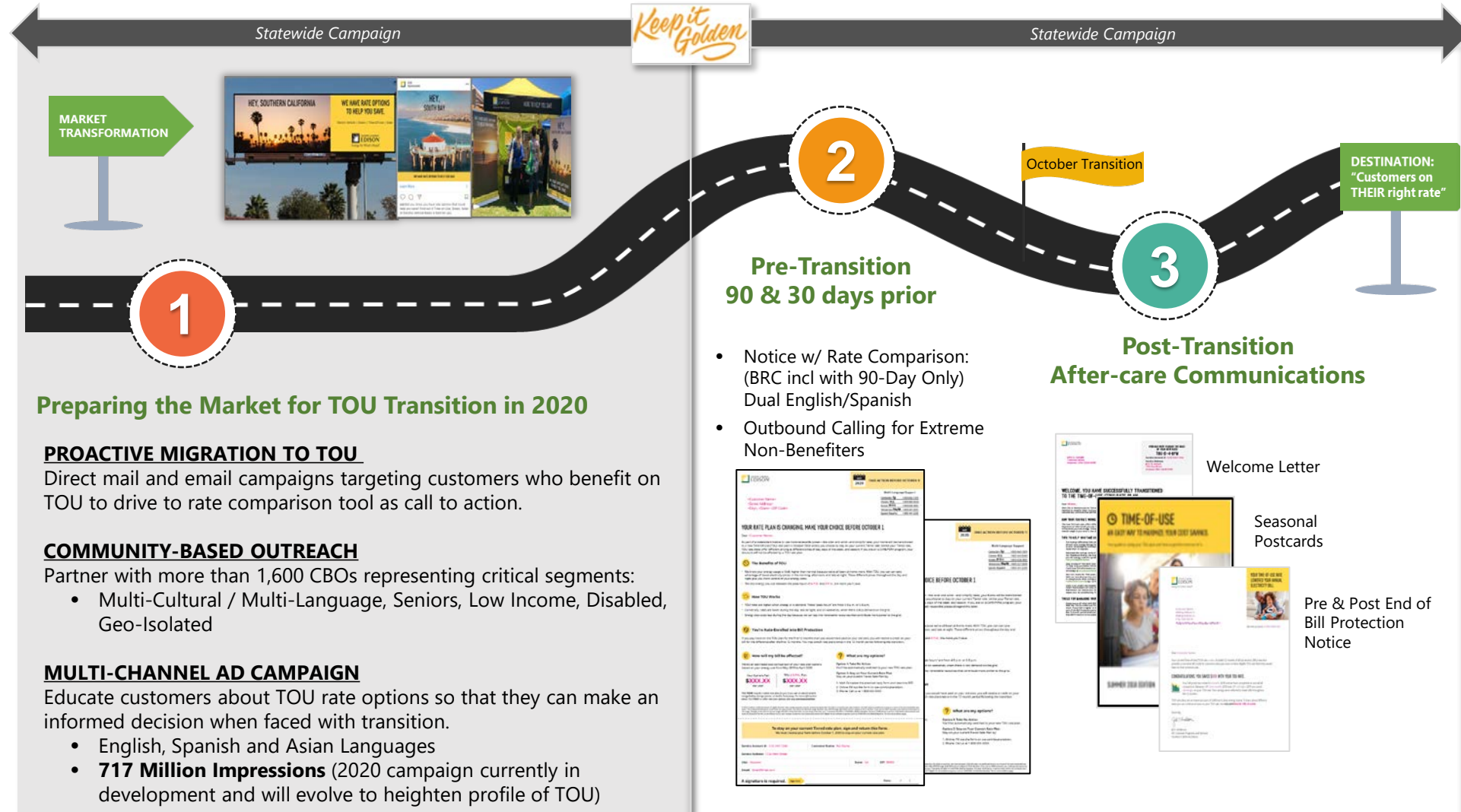
CUSTOMERS WILL TRANSITION TO ONE OF TWO RATE PLANS WITH DIFFERING PEAK PERIODS: 4 TO 9 P.M. AND 5 TO 8 P.M.




BILL PROTECTION

CUSTOMERS CAN RECEIVE UP TO 12 MONTHS OF BILL PROTECTION


Customer Journey



90 Day Letter



SOUTHERN CALIFORNIA
EDISON



TAKE ACTION BEFORE OCTOBER 1!

«Customer Name»
«Mailing Address 1»
«Mailing Address 2»
«City, State Zip+4»
«BAR CODE»

Multi-Language Support

Cambodian / ភាសាខ្មែរ	1-800-843-1309
Chinese / 中文	1-800-843-8343
Korean / 한국어	1-800-628-3061
Vietnamese / Tiếng Việt	1-800-327-3031
Spanish / Español	1-800-441-2233

YOUR RATE PLAN IS CHANGING, SELECT YOUR CHOICE BEFORE OCTOBER 1

Dear «Customer Name»,


As part of a statewide initiative to use more clean renewable power—like solar and wind—and simplify rates, your home will be transitioned to a Time-Of-Use (TOU) rate plan in October 2020 unless you choose to stay on your current Tiered rate. Unlike your Tiered rate, TOU rate plans offer different pricing at different times of day, days of the week, and seasons. If you are on either of the CARE or FERA income-qualified programs, your discount will not be affected by a TOU rate plan.

The Benefits of TOU

- We know your energy usage is likely higher than normal because you may have been at home more. With TOU, you can take advantage of lower electricity prices in the morning, afternoon, and late at night. Different prices throughout the day and night give you more control of your energy costs.
- The less energy you use between the peak hours of «4-9 p.m./5-8 p.m.», the more you'll save.
- Take advantage of lower prices by running large appliances and electronics during off-peak hours.


How TOU Works

- TOU rates are higher when energy is in demand. These “peak hours” are from «4-9 p.m./5-8 p.m.»
- Conversely, rates are lower during the day, late at night, and on weekends, when there is less demand on the grid.
- Energy also costs less during the day because we can tap into renewable resources that contribute more power to the grid.



You're Auto-Enrolled into Bill Protection

If you pay more on the TOU rate plan for the first 12 months than you would have paid on your previous Tiered rate plan, you will receive a one-time bill credit for the difference after the first 12 months. You may switch rate plans twice in the 12-month period following the transition.




What are my options?

Option 1: Take No Action
You'll be automatically switched to your TOU rate plan.

Option 2: Stay on Your Current Rate Plan
Stay on your current Tiered Rate Plan by:

- Mail: Complete the attached reply form and return to SCE.
- Online: Fill out the form on sce.com/toutransition.
- Phone: Call us at 1-877-287-2140.



How will my bill be affected?

Here's an estimated cost comparison of your rate options based on your energy use from April 2019 to March 2020. If you experienced a change in usage, please visit sce.com/rateplantooll for the latest information. You may be able to save more by making small changes to your daily routine.

Your Current Plan	«TOU-D-4-9PM» Plan
\$XXX.XX	\$XXX.XX
per year	per year

TOU PRIME may be a better rate plan for you if you have one of the following: an electric or plug-in hybrid vehicle, energy/battery storage system, or electric heat pump. For more information about TOU PRIME or other rate plan options, visit sce.com/toutransition.

©2020 Southern California Edison. All rights reserved. Rate change requests must be received by September 30, 2020 to avoid the new rate transition. SCE will collect no additional money as a result of the new residential rate plans. The anticipated bill impacts in this letter are approximate and based on historical usage between April 2019 through March 2020. If you are an NEM customer, your estimate was based on net usage. Changes to the amount of your usage will affect these estimates, so your actual costs may vary. Terms and conditions apply.

To stay on your current Tiered rate plan, please sign and return this form.
We must receive your form before October 1, 2020 to stay on your current rate plan.

Service Account #: «X-XX-XXX-1234»	Customer Name: «Customer Name»		
Service Address: «Street Address»			
City: «City»	State: «CA»	ZIP: «90000»	
Email: «Email@email.com»			

Customer signature is required. Sign Here _____

Date: / /

TOU Transition Website – sce.com/toutransition

Why am I being switched to another rate plan?

As part of a statewide initiative to use more clean renewable power—like solar and wind—and simplify rates, customers on Tiered rate plans will be switched to a TOU rate plan in October 2020.



It's Your Choice

Your rate plan will switch to a TOU rate plan in October unless you tell us that you want to stay on your current Tiered rate plan.



Benefits of TOU

We know your energy usage is likely higher than normal because you may have been at home more. With TOU, you can take advantage of lower electricity prices in the morning, afternoon, and late at night. The more you can shift your energy usage to when rates are lower, the more you'll save.



Enjoy Peace of Mind with Bill Protection

If you pay more on the TOU plan for the first 12 months than you would have paid on your old plan, you will automatically receive a credit on your bill for the difference after the first 12 months. You can switch to a different rate plan twice during this 12-month period.

Tips for Saving More with TOU

The key to saving with a TOU plan is to take advantage of the times when rates are lower. These tips can give you some ideas on how you can save and help the environment in the process.

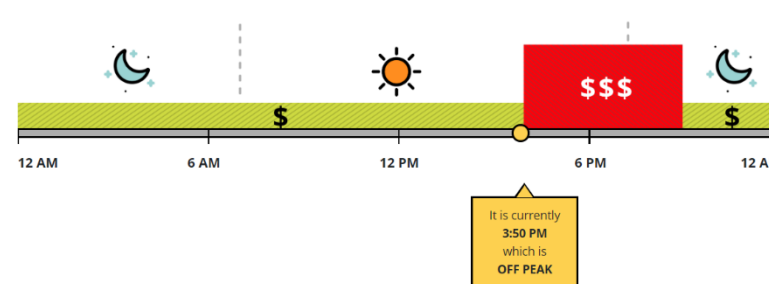
[Explore more savings resources >](#)

A TOU Overview

TOU rate plans are based on when and how much energy you use. That's because TOU rates are lower during the day, when we can tap into less expensive renewable energy sources like solar and wind. If you can take advantage of these time periods when rates are lower ("off-peak" hours), you can avoid the rates when energy is in higher demand and renewable energy sources are less available.

Reducing the amount of energy you use during your rate plan's "peak" hours—either from 4 to 9 p.m. or 5 to 8 p.m. on weekdays—will help you save more each month. This chart illustrates whether it is currently off-peak or on-peak hours for the TOU 4-9 P.M. rate plan.

TOU 4-9 P.M. Rate Plan



Frequently Asked Questions

What happens if I don't do anything?	+
Why do I have to switch to a TOU rate plan?	+
Is a Time-Of-Use rate plan better than my current rate plan?	+
What if I switch to TOU and then I want to switch back?	+
Can I still keep my discounts through the CARE or FERA programs?	+
What if I am a Community Choice Aggregator (CCA) customer?	+
What if I'm a Net Energy Metering (NEM) customer?	+
Can I talk to a representative about my options?	+

What are my options?

1. Take No Action

You'll be automatically switched to your TOU rate plan.

2. Stay on Your Current Plan

You can tell us that you want to remain on your current Tiered rate plan on the [Rate Plan Comparison Tool](#).

Compare your TOU rate plan options

[Try the Rate Plan Comparison Tool >](#)

Rate Plan Comparison Tool

<p>Your Current Rate Plan TIERED</p> <p>\$918 / year</p> <p>This is your current rate plan. Based on your history, it might not be the right option for you. Consider changing how you use energy if you want to keep this plan.</p> <p>High Usage Charge Applies When Usage Exceeds Tier 2</p> <p>Plan Details</p>	<p>Option 1 TOUD-4-9PM</p> <p>\$887 / year</p> <p>Savings \$31</p> <p>Based on your history, this plan could cost you less than your current plan. You might benefit more from this option if you change how you use energy.</p> <p>Hours Of Highest Rates 4 p.m. to 9 p.m. Weekdays</p> <p>1 Year Bill Protection ✓</p> <p>Plan Details</p> <p>Switch to This Plan ></p>	<p>Option 2 TOUD-5-8PM</p> <p>\$890 / year</p> <p>Savings \$28</p> <p>Based on your history, this plan could cost you less than your current plan. You might benefit more from this option if you change how you use energy.</p> <p>Hours Of Highest Rates 5 p.m. to 8 p.m. Weekdays</p> <p>1 Year Bill Protection ✓</p> <p>Plan Details</p> <p>Switch to This Plan ></p>
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Bill Protection

- Ensures customers will not pay more under the new TOU rates, compared to the tiered rate
- If the customer pays more on the TOU rate, a bill credit for the difference will be issued at the end of the first year or if they switch back to the tiered rate
- If the customer pays less on the TOU rate, no credit will be issued

Details of your new charges		
Your rate: TOUD-4-9PM (SCE)		
Billing period: Apr 15 '18 to May 15 '18 (30 days)		
Delivery charges		
Basic charge	30 days x \$0.03100	\$0.93
Energy-Winter		
Mid peak	198 kWh x \$0.14021	\$27.76
Off peak	388 kWh x \$0.13331	\$51.72
Super off peak	319 kWh x \$0.08799	\$28.07
CCA cost responsibility surcharge		
PCIA	905 kWh x \$0.00920	\$8.33
DWR Bond Charge	905 kWh x \$0.00549	\$4.97
CTC	905 kWh x -\$0.00034	-\$0.31
Other charges or credits		
Generation Municipal Surcharge		\$0.39
Subtotal of your new charges		\$121.86
Your new charges		\$121.86

Your Delivery charges include:

- \$13.78 transmission charges
- \$70.44 distribution charges
- \$0.01 nuclear decommissioning charges
- \$14.13 public purpose programs charge
- \$9.73 new system generation charge

Your overall energy charges include:

- \$1.10 franchise fees

Additional information:

- Service voltage: 240 volts
- Generation Municipal Surcharge (GMS) factor: 0.009095
- 2014 Vintage CRS

TOU bill protection status:

- Your TOU rate is covered by 12 months of bill protection.
- Your TOU bill protection started on 04/15/18
- Since starting your current TOU rate, your accumulated credit is \$-12.06

Ways to Take Action



Return the Business Reply Card - Must be received by October 1



Call the dedicated TOU line: 877-287-2140



Go online and use the online Rate Plan Comparison Tool: www.sce.com/toutransition

Take Advantage of Time-of-Use Rates

- Take advantage of lower rates during certain times of day to help reduce energy costs and even help the environment
- Change times when you use major appliances
- Smart Thermostat Rebate
- Appliance Energy Use Cost Estimator
- TOU Text Alerts
- Budget Assistant
- Energy Efficiency Programs



Questions?

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6.0
CONSENT CALENDAR SUMMARY

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: August 19, 2020 Regular Meeting

SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the August 19, 2020 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 August 19, 2020 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on July 15, 2020.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of July 2020.
- 6.3 Approval of the warrant register dated August 19, 2020 in the amount of \$729,045.10. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 [1] Adoption of a resolution amending and adopting the Fiscal Years 2019-21 Budget and Work Plan for Fiscal Year 2019-20 commencing July 1, 2019 and ending June 30, 2020, and Fiscal Year 2020-21 commencing July 1, 2020 and ending June 30, 2021, related to adjustments of Federal Grants Fund appropriations for funds from the Coronavirus Aid, Relief, and Economic Security Act. The proposed resolution would establish Fiscal Year 2020-21 appropriations for the Federal Grants Fund in the amount of \$200,554 to allow for the use of Coronavirus Aid, Relief, and Economic Security Act funds that will be received by way of the State of California. Staff expects to discuss the use of those funds with the City Council at an upcoming meeting. Federal law does not allow the funds to be used to fill the City's revenue shortfalls.

AND

- [2] Adoption of a resolution amending and correcting the General Fund assigned reserve balances for the Paid Leave Contingency Reserve and the General Fund Contingency Reserve for Fiscal Year 2019-20. The proposed resolution would reincorporate amendments that were previously adopted by Resolution No. 19-19, but inadvertently omitted from Resolution No. 20-34. No change is proposed for Fiscal Year 2020-21 assigned reserve balances.
- 6.5 Approval of an agreement with Willdan Engineering for building official, permit counter, and inspection services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The Request for Proposals ("RFP") for building official, permit counter, and inspection services was released on July 2, 2020 with proposals due no later than July 24, 2020. A total of six proposals were received (4LEAF, Charles Abbott Associates, The Code Group, Interwest Consulting Group, NV5, and Willdan Engineering). After reviewing all proposals and interviewing three firms, staff recommends that the City Council award the agreement to Willdan Engineering due to factors including, but not limited to, pricing, experience, understanding of the scope of work, past performance, and ability to provide continuity of building official services. Willdan Engineering has provided similar services for cities including Colton, Culver City, Goleta, Highland, La Puente, Loma Linda, Sierra Madre, and West Covina, as well as the March Joint Powers Authority. Willdan Engineering has provided building official services and code enforcement services to the City since 2017, and back-up building inspection services since 2018.

- 6.6 [1] Waiver of the provisions set forth in Laguna Woods Municipal Code Section 3.06.080(c) related to competitive bidding. The City's procurement regulations generally require competitive bidding when the estimated cost of services is \$25,000 or more over the term of the agreement, but allow for the waiver of those provisions at the discretion of the City Council. Iteris has provided traffic engineering services to the City (as a subcontractor to CivilSource) since 2012. In October 2020, CivilSource will begin charging the City a 15% mark-up over cost for Iteris' services. Staff has negotiated a separate agreement directly with Iteris that would continue the existing pricing with no mark-up. With the continuing need for the services provided by Iteris and in the interest of maintaining existing pricing, continuity, and traffic systems knowledge, staff recommends waiving competitive bidding requirements for the proposed agreement.

AND

- [2] Approval of an agreement with Iteris, Inc. for traffic engineering services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement is for a 22-month period through June 30, 2022.
- 6.7 Adoption of a resolution adopting amendments to Administrative Policy 4.7 pertaining to harassment, discrimination, and retaliation (Attachment A). Administrative Policy 4.7 was last amended by the City Council on March 21, 2018. The proposed amendments are intended to ensure that employee training requirements conform to and are consistent with applicable state law, including California Government Code Section 12950.1. A redline version of the proposed amendments is included as Attachment B.
- 6.8 Confirmation of Executive Order No. DES 2020-1-1 (Executive Order of the Director of Emergency Services Making and Issuing Rules and Regulations Regarding the Temporary Outdoor Operation of Certain Businesses that are Located within the City of Laguna Woods), dated July 22, 2020, pursuant to Laguna Woods Municipal Code Section 7.04.060. Executive Order No. DES 2020-1-1 was issued on July 22, 2020 to establish a permitting process to allow for the temporary outdoor operation of certain businesses due to the impacts of COVID-19. The Laguna Woods Municipal Code empowers the Director of Emergency Services to issue orders and regulations during times of emergency, subject to City Council confirmation of the same.

- 6.9 Adoption of a resolution concerning the status and update of the Pavement Management Plan for the Measure M (M2) Program, and adopting a Pavement Management Plan for Fiscal Years 2020-21 through 2029-30. The Pavement Management Plan was last adopted by the City Council on June 17, 2020. After review, the Orange County Transportation Authority has requested that the Pavement Management Plan be amended to include additional information. The proposed amended Pavement Management Plan includes minor corrections and additional information in sections VII-X. The Pavement Management Plan's recommendations remain unchanged.
- 6.10 Rejection of all bids received for the "City Hall Refurbishment and Safety Project: Phase 2". Bids to construct the subject project were solicited from June 4, 2020 to July 2, 2020. A total of four bids were received (A2Z Construct, Model Builders, New Millennium Construction Services, and Noble E&C) with A2Z Construct bidding the lowest cost. Staff has not fully reviewed the bids to determine responsiveness. Staff recommends that the City Council reject all bids. Subsequent to the bid opening, staff revised the project's scope of work and specifications. A new solicitation for bids has been released with a deadline of August 27, 2020 at 10:30 a.m.
- 6.11 Appointment of Ed Tao to the Board of Directors for the Laguna Woods Civic Support Fund as a resident member. Mr. Tao is a current member of the Chinese American Club of Laguna Woods Village Board of Directors and has relevant professional and service experience, including experience involving public relations and fundraising. Mr. Tao earned a Master of Industrial Engineering degree from Auburn University and worked in roles related to quality, manufacturing, and engineering management. He has lived in Laguna Woods since 2008. This action is recommended by the Laguna Woods Civic Support Fund Board of Directors.

6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
July 15, 2020
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 2:01 p.m.

II. ROLL CALL

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

All Councilmembers participated via teleconference as permitted by Governor Newsom's Executive Order N-29-20 (dated March 17, 2020).

STAFF PRESENT: City Manager Macon, City Attorney Cosgrove, City Clerk Trippy,
 Attorney Thai Viet Phan

City Manager Macon, City Attorney Cosgrove, and City Clerk Trippy participated in-person at the meeting location.

Attorney Phan participated via teleconference.

III. PLEDGE OF ALLEGIANCE

Councilmember Rainey led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS – None

V. PUBLIC COMMENT – None

VI. CONSENT CALENDAR

Moved by Councilmember Moore, seconded by Mayor Pro Tem Horne, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.6. This vote was conducted by roll call.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on June 17, 2020 and the special meeting on June 30, 2020.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of June 2020.

6.3 Warrant Register

Approved the warrant register dated July 15, 2020 in the amount of \$290,140.78.

6.4 Fiscal Years 2019-21 Budget Adjustments

1. Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF MOBILE SOURCE REDUCTION FUND APPROPRIATIONS

AND

2. Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADJUSTING THE ASSIGNED RESERVE BALANCES FOR THE PAID LEAVE CONTINGENCY RESERVE AND THE GENERAL FUND CONTINGENCY RESERVE FOR FISCAL YEAR 2020-21

6.5 Catch Basin Maintenance Services

Approved an agreement with G2 Construction, Inc. for catch basin maintenance services and authorized the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.6 Operational Area Agreement

Approved an operational area agreement with the County of Orange and all other Political Subdivisions within Orange County, as defined in California Government Code Section 8557(b) of the California Emergency Services Act, and authorized the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

7.1 Accessory Dwelling Unit Regulations

City Manager Macon made a presentation.

Mayor Hatch opened the public hearing.

With no one requesting to speak, Mayor Hatch closed the public hearing.

Councilmembers discussed the item.

City Manager Macon responded to a related question.

Moved by Councilmember Conners, seconded by Councilmember Rainey, 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 SECTIONS 13.06.010, 13.08.010, AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

This vote was conducted by roll call.

Attorney Phan left the meeting.

VIII. CITY COUNCIL BUSINESS – None

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

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

9.2 Orange County Fire Authority

Mayor Hatch provided a report.

9.3 Orange County Library Advisory Board

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

At Councilmember Moore’s request, City Manager Macon commented on the status of the City Hall/Public Library Project.

9.4 Orange County Mosquito and Vector Control District

Mayor Pro Tem Horne provided a report and responded to a question from Mayor Hatch.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Conners provided a report and responded to a question from Mayor Hatch.

9.6 South Orange County Watershed Management Area

Councilmember Moore stated that there had been no meeting since the last meeting and commented on a recent EPA/PFAS meeting.

9.7 Other Comments and Reports

Councilmember Rainey provided an update on the Senior Citizens Advisory Council and stated that there had been no meeting of the Orange County Transportation Authority's Special Needs Advisory Committee since the last meeting. Councilmember Rainey also responded to questions from Mayor Hatch.

Mayor Pro Tem Horne commented on senior housing, a recent Senior Citizens Advisory Council meeting, and a recent California Senior Legislature caucus meeting.

Councilmember Conners commented on a recent Orange County Waste Management Commission meeting and Senate Bill 1383. Councilmember Conners also responded to a question from Mayor Pro Tem Horne.

Councilmember Rainey commented on the services and availability of local food banks.

Mayor Hatch commented on the COVID-19 emergency.

X. CLOSED SESSION

Prior to convening in closed session, an opportunity was provided for public comments on items appearing on the closed session agenda. No such public comments were received.

- 10.1 The City Council met in closed session under the authority of California Government Code Section 54957(b)(1) to consider the following: Public Employee Performance Evaluation – City Manager.

XI. CLOSED SESSION REPORT

The City Council reconvened in open session at 3:15 p.m. City Attorney Cosgrove stated that there was no reportable action under California Government Code Section 54957(b)(1).

XII. ADJOURNMENT

The meeting was adjourned at 3:16 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, August 19, 2020, at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: August 19, 2020

NOEL HATCH, Mayor

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6.2
CITY TREASURER'S REPORT

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City of Laguna Woods

City Treasurer's Report

For the Month Ended July 31, 2020

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 6/30/20	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 7/31/20	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 890,613	\$ 462,139	\$ (731,301)	\$ -	\$ 621,451	5.22%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 4)	\$ 6,290	\$ 5,766	\$ (6,438)	\$ -	\$ 5,618	0.05%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 11,538	\$ 6,035	\$ (5,766)	\$ -	\$ 11,807	0.10%	
Petty Cash	\$ 1,366	\$ 2,256	\$ (1,319)	\$ -	\$ 2,302	0.02%	
Total Cash and Cash Equivalents	\$ 909,807	\$ 476,196	\$ (744,824)	\$ -	\$ 641,179	5.39%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 6,394,663	\$ 22,648	\$ -	\$ 20,748	\$ 6,438,058	54.10%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 2,149,839	\$ 5,970	\$ (189)	\$ 9,416	\$ 2,165,036	18.19%	
Total Pooled Money Investment Accounts	\$ 8,544,501	\$ 28,617	\$ (189)	\$ 30,164	\$ 8,603,094	72.29%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (fair value) (Note 2 and 4)	\$ 2,654,057	\$ -	\$ -	\$ 2,250	\$ 2,656,307	22.32%	
Total Investments - Interest and Income Bearing	\$ 2,654,057	\$ -	\$ -	\$ 2,250	\$ 2,656,307	22.32%	30.00%
TOTAL	\$ 12,108,366	\$ 504,813	\$ (745,012)	\$ 32,414	\$ 11,900,580	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (1,203,505)	\$ 1,824,957	\$ 621,451
Cash Balances, MBS Account	\$ 5,618	\$ -	\$ 5,618
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 11,807	\$ -	\$ 11,807
Petty Cash	\$ 2,302	\$ -	\$ 2,302
LAIF	\$ 6,438,058	\$ -	\$ 6,438,058
OCIP	\$ 2,165,036	\$ -	\$ 2,165,036
Certificates of Deposit	\$ 2,656,307	\$ -	\$ 2,656,307
Totals	\$ 10,075,624	\$ 1,824,957	\$ 11,900,580

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
 For the Month Ended July 31, 2020

ITEM 6.2

CASH AND INVESTMENTS

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate (Note 4)	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
Money Funds and Certificate of Deposits (CDs, Federal Deposit Insurance Corporation [FDIC] Insured)														
38148PTD9	2017-6	GOLDMAN SACHS BANK USA	36 months	11/16/17	11/22/17	245,000	246,534	245,000	2.050	Semi-Annual	05/22/18	Green*	2.050	11/23/20
61747ML58	2018-1	MORGAN STANLEY BK N A SALT LAKE	36 months	02/14/18	02/22/18	100,000	101,399	100,000	2.600	Semi-Annual	08/22/18	Green***	2.600	02/22/21
05580AMD3	2018-4	BMW BANK NORTH AMERICA	36 months	03/23/18	03/29/18	245,000	249,221	245,000	2.700	Semi-Annual	09/29/18	Green***	2.700	03/29/21
254673RS7	2018-5	DISCOVER BANK (#5649)	36 months	07/11/18	07/18/18	245,000	251,875	245,000	3.000	Semi-Annual	01/18/19	Green***	3.000	07/19/21
87164YQG2	2018-8	SYNCHRONY BANK RETAIL/MORGAN	60 months	05/19/17	05/19/17	100,000	104,034	98,288	2.470	Semi-Annual	11/19/17	Green***	2.400	05/19/22
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	261,354	245,000	3.250	Monthly	11/05/18	Green***	3.250	10/05/22
61760ARV3	2018-7	MORGAN STANLEY PRIVATE BK NATL	60 months	11/06/18	11/15/18	245,000	271,487	245,000	3.550	Semi-Annual	05/15/19	Green***	3.550	11/15/23
02589AA28	2018-9	AMERICAN EXPRESS NATL	60 months	12/04/18	12/04/18	240,000	266,311	240,000	3.550	Semi-Annual	06/04/19	Green***	3.550	12/04/23
33715LCZ1	2018-10	FIRST TECHNOLOGY FED CU MTN VIEW	60 months	12/07/18	12/12/18	245,000	272,396	245,000	3.600	Monthly	01/12/19	Green***	3.600	12/12/23
949763ZA7	2019-1	WELLS FARGO BK N A	60 months	04/09/19	04/10/19	245,000	266,315	245,000	2.850	Monthly	05/10/19	Green*	2.850	04/10/24
75472RBB6	2020-1	RAYMOND JAMES BK NATL ASSN	60 months	02/06/20	02/14/20	245,000	259,279	245,000	1.750	Semi-Annual	08/14/20	Green***	1.750	02/14/25
59013KGJ9	2020-2	MERRICK BANK	60 months	03/24/20	03/31/20	100,000	106,103	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
		Accrued Interest - Month End					11,807							
Total CDs						2,500,000	2,668,114	2,498,288						

(*) At the time of purchase and until September 2017, CDs were rated or ranked using an IDC Financial Publishing, Inc. (IDC) 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 per Table 1. Post September 2017, CDs are ranked using the Veribanc Rating System, a two-part color code and star classification system which tests the present standing and future outlook by reviewing an institution's capital strength, asset quality, management ability, earnings sufficiency, liquidity, and sensitivity to market risk. Table 2 below summarizes the Veribanc color rankings. Veribanc star ratings of one to three, with three being best, are used to help review a possible future trend of an institutions health based on metrics from ten prior quarters. A rating of one, two, or three, are not necessarily an indicator of risk or an undesirable investment. The City reviews other rating systems and issuer financials before choosing any investment.

Table 1: CD Rankings (used prior to September 2017)

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

Table 2: Veribanc Color Rankings (used post September 2017)

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

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

CUSIP	Investment #	Issuer	Term	Purchase Date	Settlement Date	Par Value	Market Value	Book Value	Stated Rate	Coupon Type	1st Coupon Date	Rating or Rank (*)	Yield to Maturity 365 Days	Maturity Date
N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	6,438,058	6,438,058	6,438,058	Pending	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	2,165,036	2,165,036	2,165,036	Pending	N/A	N/A	N/A	N/A	N/A
Total PMIA						8,603,094	8,603,094	8,603,094						

(See NOTES on Page 3 of 3)



City of Laguna Woods
City Treasurer's Report
 For the Month Ended July 31, 2020

CASH AND INVESTMENTS

	Beginning Balances As of 6/30/20	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 7/31/20
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (CERBT holds all assets and administers the OPEB Trust)	\$ 107,528	\$ 19,529	\$ (9)	\$ 4,051	\$ 131,099
Total Other Funds - Held in Trust	<u>\$ 107,528</u>	<u>\$ 19,529</u>	<u>\$ (9)</u>	<u>\$ 4,051</u>	<u>\$ 131,099</u>

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect July 2020 vendor invoicing processed after the date of this report.

Note 2 - During July 2020, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City made no deposits to or withdrawals from the LAIF account. The balance was adjusted by \$20,748.09 to reflect the fair market value of the investment at June 30, 2020.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance was adjusted by \$9,416.11 to reflect the fair market value of the investment at June 30, 2020.

Investments / There were no maturities or purchases of investments. Investments were adjusted in the amount of \$2,249.90 to report balances at fair market value as of July 2020.

OPEB Trust / The City made a \$19,529 contribution to the OPEB Trust on June 30, 2020, but was reflected on the July statement. The OPEB Trust experienced a net gain of \$4,042.21 in July 2020.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported July 2020 net of related fees were:

Pool	Earnings Post	Prior Period Earnings Deposited	Deposit for Period Ended	Current Month / Quarter Gross Yield	Current Month / Quarter Earnings Will Post	Notes
LAIF	Quarterly	\$22,648	April 1, 2020 thru June 30, 2020	1.47%	October 2020	Total pool interest for July 2020 was 0.920% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$5,970	March & April 2020	See Notes	See Notes	Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at July 31, 2020 was \$6,831.21. July 2020 interest rate was 1.223% and fees were 0.059%. Admin fees totaled \$188.51.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$5,766.16 and transferred out \$6,438.02 in cash balances to the City's checking account in July 2020. Cash balances to be invested or paid out are classified separately on page 1 of 3. The City's portfolio also has \$11,806.77 in accrued interest, not yet vested.

City Treasurer's Certification

I, Elizabeth Torres, City Treasurer, do hereby certify:

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


 Elizabeth Torres, City Treasurer

8/13/20
 Date

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6.3
WARRANT REGISTER

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CITY OF LAGUNA WOODS
WARRANT REGISTER
August 19, 2020

ITEM 6.3

This Report Covers the Period 7/01/2020 through 7/31/2020

Date	Vendor Name	Description	Amount
Debit	<i>Automatic Bank Debits</i>		
07/02/2020	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / June 2020	172.61
07/07/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 06/05/2020	2,857.41
07/07/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 06/05/2020	1,844.09
07/09/2020	ADP TAX	Payroll Taxes / Pay Period Ended 07/03/2020	9,120.22
07/09/2020	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 07/03/2020	20,405.14
07/10/2020	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 7/03/2020	1,488.46
07/10/2020	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 06/05/2020 and 6/19/2020	359.70
07/13/2020	CALPERS - HEALTH	Employee Benefit Program / July 2020	6,907.86
07/14/2020	U.S. BANK	Bank Service Charges / June 2020	94.10
07/22/2020	BUSINESS PLANS	Employee Benefit Program / July 2020	416.67
07/22/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 06/19/2020	2,857.41
07/22/2020	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 06/19/2020	1,804.19
07/23/2020	ADP TAX	Payroll Taxes / Pay Period Ended 07/17/2020	8,632.05
07/23/2020	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 07/17/2020	18,838.36
07/24/2020	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 7/17/2020	1,488.46
07/31/2020	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / June 2020	208,984.85
07/31/2020	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services (COVID-19) / March - June 2020	24,223.27
Check	<i>Warrants:</i>		
4002 07/02/2020	AT&T	Telephone / 581-9821 / May 2020	57.83
4003 07/02/2020	BARTEL ASSOCIATES, LLC	Final OPEB Valuation / Fiscal Year 2019-20	4,605.00
4004 07/02/2020	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / June 2020	9,425.00
4005 07/02/2020	CIVIL SOURCE	Building Inspection & Counter Services / May 2020	23,761.50
4006 07/02/2020	MICHAEL BAKER INTERNATIONAL	Planning Services / May 2020	10,470.00
4006 07/02/2020	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / May 2020	2,470.00
4006 07/02/2020	MICHAEL BAKER INTERNATIONAL	City Hall/Public Library Project	1,288.75
4007 07/02/2020	RUTAN & TUCKER, LLP	Legal Services / March & May 2020	14,891.40
4008 07/02/2020	VAN DYKE LANDSCAPE ARCHITECTS	Landscape Architectural Services / May 2020	1,045.00
4009 07/02/2020	360 BUSINESS CONSULTING	Website Hosting / June 2020	200.00
4010 07/02/2020	CAPTIONING UNLIMITED	Closed Captioning / June 2020	200.00
4011 07/02/2020	PETTY CASH	Replenish Petty Cash / June 2020	-
4012 07/02/2020	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	1,395.66
4013 07/02/2020	ALLIANT INSURANCE SERVICES	Crime Insurance Policy / Fiscal Year 2020-21	818.00
4014 07/02/2020	BROWN ARMSTRONG ACCOUNTANCY CORPORATION	Audit Services / Fiscal Year 2019-20	5,000.00
4015 07/02/2020	CALIFORNIA INTERNET LP	City Hall Internet Service / July 2020	349.00
4016 07/02/2020	CALIFORNIA JPIA	Pollution Liability Insurance / Fiscal Year 2020-21	452.00
4016 07/02/2020	CALIFORNIA JPIA	Liability & Worker's Compensation Insurance / Fiscal Year 2020-21	26,495.00
4017 07/02/2020	CITIES DIGITAL	Laserfiche Annual Support / August 2020 - August 2021	660.00
4018 07/02/2020	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / July 2020	450.05
4019 07/02/2020	MUNICIPAL CODE CORP	Hosting / June 2020 - May 2021	350.00
4020 07/02/2020	RED HAWK FIRE & SECURITY, LLC	Fire & Security Monitoring / July - September 2020	240.00
4021 07/02/2020	RICOH USA, INC.	Copier Lease / July 2020	214.20
4022 07/02/2020	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS	Ctiy Dues / Fiscal Year 2020-21	1,492.80
4023 07/02/2020	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / July 2020	156.41

CITY OF LAGUNA WOODS

ITEM 6.3

WARRANT REGISTER

August 19, 2020

This Report Covers the Period 7/01/2020 through 7/31/2020

Date	Vendor Name	Description	Amount	
4024	07/10/2020	360 BUSINESS CONSULTING	Website Maintenance / Fiscal Year 2019-20	1,400.00
4025	07/10/2020	ANAHEIM COMMUNITY PUBLISHING	Graphic Design	327.75
4026	07/10/2020	AT&T	Telephone / 639-0500 / June 2020	209.81
4027	07/10/2020	AT&T	Telephone / 458-3487 / June 2020	40.13
4028	07/10/2020	AT&T	Telephone / 452-0600 / June 2020	1,643.76
4029	07/10/2020	BALLIET, MICHAEL	Waste Management Consulting Services / June 2020	2,826.25
4030	07/10/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / June 2020	1,344.44
4031	07/10/2020	CEP AMERICA AUC PC	Pre Employment Physical	50.00
4032	07/10/2020	CIVIL SOURCE	Traffic Engineering / May 2020	9,822.50
4033	07/10/2020	CLEARSOURCE FINANCIAL	Fee Study and Cost Allocation Consulting Services	300.00
4034	07/10/2020	EL TORO WATER DISTRICT	Water Service / May 2020	4,254.55
4035	07/10/2020	OBR ARCHITECTURE, INC.	City Hall/Public Library Project	21,600.00
4036	07/10/2020	PARK CONSULTING GROUP, INC	Software Implementation Services / June 2020	4,493.75
4037	07/10/2020	PV MAINTENANCE INC	Street, City Hall & Park Maintenance / June 2020	9,241.74
4037	07/10/2020	PV MAINTENANCE INC	Catch Basin Cleaning / June 2020	2,244.00
4038	07/10/2020	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / June 2020	1,375.06
4039	07/10/2020	STAPLES	Office and Janitorial Supplies / June 2020	435.68
4040	07/10/2020	SUNSET PROPERTY SERVICES	Street Sweeping Services / June 2020	3,540.00
4041	07/10/2020	TEAM ONE MANAGEMENT SERVICES	Janitorial Services / June 2020	1,447.60
4042	07/10/2020	THE GAS COMPANY	Gas Service - City Hall / June 2020	14.30
4043	07/10/2020	WLC ARCHITECTS	City Hall Refurbishment & Safety Project: Phase 2 / June 2020	1,080.00
4044	07/10/2020	WM CURBSIDE, LLC	HHW, Medicine & Sharps Program / June 2020	1,684.95
4045	07/10/2020	A-HOME SERVICES, INC	Cancelled Permit Refund	219.50
4046	07/10/2020	COUNTY OF ORANGE	Orange County LAFCO Cost-Allocation / Fiscal Year 2020-21	2,110.31
4047	07/10/2020	KONE INC.	City Hall Elevator Maintenance / July 2020	225.00
4048	07/10/2020	ORANGE COUNTY COUNCIL OF GOVTS	Annual Dues / Fiscal Year 2020-21	4,250.55
4049	07/16/2020	AT&T	Telephone / 583-1105 / June 2020	20.88
4050	07/16/2020	AT&T	Telephone / 581-9821 / June 2020	60.35
4051	07/16/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / June 2020	14,679.57
4052	07/16/2020	CALIFORNIA YELLOW CAB	Taxi Voucher Services / June 2020	968.00
4052	07/16/2020	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / June 2020	1,913.00
4053	07/16/2020	CIVIL SOURCE	Building Inspection and Counter Services / June 2020	29,106.00
4053	07/16/2020	CIVIL SOURCE	Traffic Engineering / June 2020	17,612.50
4054	07/16/2020	CSG CONSULTANTS INC	Building Plan Check Services / June 2020	892.50
4055	07/16/2020	HINDERLITER DE LLAMAS & ASSOCIATES	Sales and Use Tax Consulting Services / 4th Quarter 2019	750.00
4056	07/16/2020	ORANGE COUNTY REGISTER-NOTICES	Public Notices / June 2020	4,810.37
4057	07/16/2020	RICOH USA, INC.	Copier Usage / June 2020	151.38
4058	07/16/2020	SOUTHERN CALIFORNIA EDISON	Electric Services / June 2020	5,702.37
4059	07/16/2020	AT&T	White Pages / July 2020	4.48
4060	07/16/2020	JEAN BERMAN	Taxi Voucher Refund	35.00
4061	07/16/2020	SOUTHERN CALIFORNIA SHREDDING, INC	Records Retention Shredding	175.00
4062	07/24/2020	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / June 2020	1,125.00
4063	07/24/2020	CALIFORNIA BLDG STANDARDS COMM	Building Permit Fee Assessment / April - June 2020	180.00
4064	07/24/2020	DEPARTMENT OF CONSERVATION	Strong Motion Instrumentation & Seismic Hazard Mapping Fee / April - June 2020	335.02
4065	07/24/2020	GREAT SCOTT TREE SERVICE, INC.	Tree Pruning Services / June 2020	44,400.00

CITY OF LAGUNA WOODS

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This Report Covers the Period 7/01/2020 through 7/31/2020

Date	Vendor Name	Description	Amount	
4066	07/24/2020	MARC DONOHUE	Administrative Services / February 2020	200.00
4067	07/24/2020	MICHAEL BAKER INTERNATIONAL	General Plan Comprehensive Update Project / June 2020	13,601.00
4067	07/24/2020	MICHAEL BAKER INTERNATIONAL	Water Quality Services / June 2020	153.00
4067	07/24/2020	MICHAEL BAKER INTERNATIONAL	City Hall/Public Library Project	1,445.50
4067	07/24/2020	MICHAEL BAKER INTERNATIONAL	Waste Management Services / June 2020	568.00
4067	07/24/2020	MICHAEL BAKER INTERNATIONAL	Planning Services / June 2020	18,795.00
4068	07/24/2020	OFFICE DEPOT	Office Supplies / May 2020	53.86
4069	07/24/2020	PROTEL COMMUNICATIONS, INC	Telephone Maintenance / March 2020	299.00
4070	07/24/2020	RUTAN & TUCKER, LLP	Legal Services / June 2020	13,765.00
4071	07/24/2020	SIEMENS MOBILITY, INC.	Traffic Maintenance / December 2019	2,006.55
4072	07/24/2020	WILLDAN ENGINEERING	Code Enforcement Services / June 2020	2,653.50
4072	07/24/2020	WILLDAN ENGINEERING	Building Official Services / June 2020	13,620.00
4073	07/24/2020	CAPTIONING UNLIMITED	Closed Captioning / July 2020	100.00
4074	07/24/2020	CELINE MILLER	Taxi Voucher Refund	105.00
4075	07/24/2020	DELTA DENTAL OF CALIFORNIA	Employee Benefits Program / August 2020	450.05
4076	07/24/2020	JANE MCCORMICK	Taxi Voucher Refund	193.20
4077	07/24/2020	LOLA CLARKE	Taxi Voucher Refund	160.30
4078	07/24/2020	MANAGED HEALTH NETWORK	Employee Benefits Program / August 2020	18.81
4079	07/24/2020	PEARL VAN DENBURG	Cancelled Permit Refund	291.50
4080	07/24/2020	PETTY CASH	Replenish Petty Cash / July 2020	-
4081	07/24/2020	S.C. SIGNS AND SUPPLIES LLC	Traffic Signs / July 2020	5,301.30
4082	07/24/2020	OBR ARCHITECTURE, INC.	Replacement for Check #3956 dated June 4, 2020	27,000.00
4083	07/29/2020	ALISO CREEK PRINTING	Printing Services	2,167.94
4084	07/29/2020	AT&T	Telephone / 639-0500 / July 2020	215.47
4085	07/29/2020	AT&T	Telephone / 458-3487 / July 2020	42.00
4086	07/29/2020	AT&T	Telephone / 452-0600 / July 2020	1,641.74
4087	07/29/2020	BUSINESS PLANS, INCORPORATED	125 Cafeteria Plan Administration / July 2020	100.00
4088	07/29/2020	RICOH USA, INC.	Copier Lease / August 2020	214.20
4089	07/29/2020	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 4)	534.91
4090	07/29/2020	VISION SERVICE PLAN OF AMERICA	Employee Benefits Program / August 2020	156.41
4091	07/29/2020	EL TORO WATER DISTRICT	Water Services / June 2020	4,765.41
4092	07/29/2020	RUTAN & TUCKER, LLP	Legal Services / May 2020	632.50
4093	07/29/2020	SIEMENS MOBILITY, INC.	Traffic Maintenance / June 2020	1,708.45
			Total Bank Debits and Warrants:	\$ 729,045.10

NOTES:

Note 1 - City Councilmembers are eligible to receive either a salary or vehicle reimbursement allowance in the amount of \$300 per month (\$3,600 per year). Such compensation is included in the City's regular payroll (see "ADP Payroll Services" under "Automatic Bank Debits"), unless waived by the Councilmember. For the month of July 2020, the following Councilmembers received compensation in the amount of \$300: Connors, Hatch, Horne, and Rainey.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished. No petty cash transactions were paid during this time period. The petty cash replenishments on July 2 and July 24 were to replenish the overdrawn cash drawer for taxi voucher refunds.

CITY OF LAGUNA WOODS
WARRANT REGISTER
August 19, 2020

This Report Covers the Period 7/01/2020 through 7/31/2020

Date	Vendor Name	Description	Amount
Note 3 - The table below summarizes credit card expenditures paid via Check #4012 to U.S. Bank totaling \$1,395.66:			
	FedEx	Shipping	\$113.46
	USPS	Postage	\$17.90
	Amazon	City Hall Safety Floor Sign (COVID-19)	\$184.20
	Amazon	Office Supplies	\$21.56
	Dollar Tree	Office Supplies	\$4.31
	Home Depot	Office Supplies	\$3.34
	Amazon	Janitorial Supplies	\$92.60
	Amazon	Audio Equipment for Council Chambers	\$271.98
	Sinks Direct	City Hall Maintenance	\$69.46
	MCA Direct	Election Materials	\$304.35
	Microsoft	Office 365 Subscription	\$312.50
Total Credit Card Reimbursement:			\$1,395.66
Note 4 - The table below summarizes credit card expenditures paid via Check #4089 to U.S. Bank totaling \$534.91:			
	Tony's Locksmith	City Hall Maintenance	\$55.42
	Home Depot	Janitorial Supplies	\$5.15
	Zoom	Video Conferencing	\$14.99
	USA Blue Book	Catch Basin Signs	\$12.77
	FedEx	Shipping	\$78.03
	Microsoft	Office 365 Subscription	\$268.55
	League of California Cities	CARES Act Webinar	\$100.00
Total Credit Card Reimbursement:			\$534.91

Administrative Services Director/City Treasurer's Certification

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

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


Elizabeth Torres, Administrative Services Director/City Treasurer

8/13/20
Dated

6.4
FISCAL YEARS 2019-21 BUDGET
ADJUSTMENTS

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RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2019-21 BUDGET AND WORK PLAN FOR FISCAL YEAR 2019-20 COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATED TO ADJUSTMENTS OF FEDERAL GRANTS FUND APPROPRIATIONS FOR FUNDS FROM THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

WHEREAS, the Fiscal Years 2019-21 Budget (“Budget”) was adopted by the City Council on June 26, 2019; and

WHEREAS, City Council action is required to increase fund-level budget appropriations adopted as a part of the Budget; and

WHEREAS, subsequent to the adoption of the Budget, the City was notified of the State of California’s intent to provide the City with \$200,554 in funds from the federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act to pay for eligible and necessary expenditures the City has or will incur due to the COVID-19 public health emergency; and

WHEREAS, it is necessary for the City Council to establish Fiscal Year 2020-21 appropriations for the Federal Grants Fund in the amount of \$200,554, with the appropriations drawn from revenues to be received from the CARES Act by way of the State of California, to enable the use of such funds.

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

SECTION 1. Section 2 of Resolution No. 19-13, as previously amended by Resolution nos. 19-22, 19-23, 20-05, 20-08, 20-12, 20-13, 20-14, 20-23, 20-30, and 20-33, is hereby amended, in its entirety, to read as follows:

The budget appropriations authorized, on a fund level, are:

Fiscal Year 2019-20

	<i>Fiscal Year 2019-20 Adopted Budget</i>	<i>Fiscal Year 2019-20 Carryover Appropriations</i>	<i>Fiscal Year 2019-20 Approved Budget Amendments</i>	<i>Fiscal Year 2019-20 Amended Budget</i>
<i>General Fund Group (all appropriations drawn from the General Fund)</i>				
General Fund	\$5,957,243	-	\$120,603 ^{A,G, J}	\$6,077,846
General Fund (Interfund Transfers to Capital Projects Fund)	\$411,161	-	\$170,719 ^O	\$581,880
Capital Projects Fund	\$411,161	\$111,030 ¹	\$170,719 ^{B, D, K, L}	\$692,910
<i>Special Revenue Funds^E</i>				
Fuel Tax	\$677,769	\$35,319 ²	\$59,046 ^{H, I}	\$772,134
Road Maintenance & Rehabilitation Program	\$275,000	-	-	\$275,000
Measure M2 (OC Go)	\$260,270	-	-	\$260,270
Supplemental Law Enforcement Services	\$154,100	-	-	\$154,100
Mobile Source Reduction	\$7,500	-	\$1,581 ^P	\$9,081
Mobile Source Reduction - Local Government Partnership	-	-	-	-
PEG/Cable Television	\$5,000	-	-	\$5,000
Senior Mobility	\$175,000	-	-	\$175,000
Community Development Block Grant (CDBG)	\$145,700	-	-	\$145,700
Proposition 68 (2018) Per Capita	\$118,884	-	-	\$118,884
Federal Grants ^M	-	-	\$147,095 ^N	\$147,095
State of California Grants ^{C, F}	-	-	-	-
Laguna Woods Civic Support Fund	\$12,025	-	-	\$12,025
TOTAL	\$8,610,813	\$146,349	\$669,763	\$9,426,925*

* Includes \$581,880 in interfund transfers from the General Fund to the Capital Projects Fund.

^A Fund Budget Adjustment CC-19/20-01: CalPERS Lump Sum Payments, +\$101,092 (R 19-22)

^B Fund Budget Adjustment CC-19/20-02: Capital Improvements, +\$180,000 (R 19-23)

^C Fund Budget Adjustment CC-19/20-03: Establish New Fund, +\$0 (R 19-23)

^D Fund Budget Adjustment CC-19/20-04: Capital Improvements, +\$7,925 (R 20-05)

^E Revision of Special Revenue Funds Classifications (R 20-05)

^F Revision of Fund Name (R 20-05)

^G Fund Budget Adjustment CC-19/20-05: Traffic Cabinets, +\$33,307 (R 20-08)

^H Fund Budget Adjustment CC-19/20-06: Traffic Cabinets, +\$19,558 (R 20-08)

ITEM 6.4 – Attachment A

- ^I Fund Budget Adjustment CC-19/20-07: Capital Improvement, +\$39,488 (R 20-12)
- ^J Fund Budget Adjustment CC-19/20-08: Non-Operating Project, -\$13,796 (R 20-13)
- ^K Fund Budget Adjustment CC-19/20-09: Capital Improvement, +\$27,978 (R 20-13)
- ^L Fund Budget Adjustment CC-19/20-10: Capital Improvement, -\$45,184 (R 20-13)
- ^M Fund Budget Adjustment CC-19/20-11: Establish New Fund, +\$0 (R 20-14)
- ^N Fund Budget Adjustment CC-19/20-12: CARES Act, +\$147,095 (R 20-14)
- ^O Fund Budget Adjustment CC-19/20-13: Correction to Account for Previously Approved Interfund Transfers from the General Fund to the Capital Projects Fund, +\$170,719 (R 20-23)
- ^P Fund Budget Adjustment CC-19/20-14: Telecommuting, +\$1,581 (R 20-33)
- ¹ General Fund Carryover Appropriations: “A Place for Paws” Dog Park Relocation Project, \$26,200. City Hall Refurbishment & Safety Project: Phase 1 (Construction), \$84,830.
- ² Fuel Tax Fund Carryover Appropriations: Pavement Management Plan Project (Eastbound El Toro Road between Avenida Sevilla and Church Intersection) and Various Median and Sidewalk Reconstruction, \$31,151. Water Efficient Median Improvement Project (El Toro Road between Calle Sonora and Moulton Parkway, Moulton Parkway between South City Limit and Calle Aragon, Santa Maria Avenue Shared Median) (Design), \$4,168.

Fiscal Year 2020-21

	<i>Fiscal Year 2020-21 Adopted Budget</i>	<i>Fiscal Year 2020-21 Carryover Appropriations</i>	<i>Fiscal Year 2020-21 Approved Budget Amendments</i>	<i>Fiscal Year 2020-21 Amended Budget</i>
<i>General Fund Group (all appropriations drawn from the General Fund)</i>				
General Fund	\$5,885,157	-	(\$138,737) ^{II}	\$5,746,420
General Fund (Interfund Transfers to Capital Projects Fund)	\$210,280	-	\$210,000 ^{HH, II}	\$420,280
Capital Projects Fund	\$210,280	-	\$210,000 ^{AA, II}	\$420,280
<i>Special Revenue Funds^{DD}</i>				
Fuel Tax	\$350,974	-	-	\$350,974
Road Maintenance & Rehabilitation Program	\$275,000	-	-	\$275,000
Measure M2 (OC Go)	\$204,988	-	-	\$204,988
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100
Mobile Source Reduction	\$42,500	-	\$50,000 ^{JJ}	\$92,500
Mobile Source Reduction - Local Government Partnership	\$50,000	-	(\$50,000) ^{JJ}	Fund Closed
PEG/Cable Television	\$77,000	-	-	\$77,000
Senior Mobility	\$175,000	-	-	\$175,000
Community Development Block Grant (CDBG)	\$150,000	-	\$33,713 ^{II}	\$183,713
Proposition 68 (2018) Per Capita	\$81,116	-	(\$81,116) ^{II}	Fund Closed

ITEM 6.4 – Attachment A

Continued from page 3	<i>Fiscal Year 2020-21 Adopted Budget</i>	<i>Fiscal Year 2020-21 Carryover Appropriations</i>	<i>Fiscal Year 2020-21 Approved Budget Amendments</i>	<i>Fiscal Year 2020-21 Amended Budget</i>
Federal Grants ^{GG}	-	-	\$200,554 ^{KK}	\$200,554
State of California Grants ^{BB, EE}	-	-	\$925,000 ^{CC, FF, II}	\$925,000
Laguna Woods Civic Support Fund	-	-	\$24,408 ^{II}	\$24,408
TOTAL	\$7,870,395	-	\$1,383,822	\$9,254,217*

* Includes \$210,000 in interfund transfers from the General Fund to the Capital Projects Fund.

^{AA} Fund Budget Adjustment CC-20/21-01: Capital Improvements, +\$235,000 (R 19-23)

^{BB} New Fund Established in Prior Fiscal Year per Fund Budget Adjustment CC-19/20-03 (R 19-23)

^{CC} Fund Budget Adjustment CC-20/21-02: Capital Improvements, +\$500,000 (R 19-23)

^{DD} Revision of Special Revenue Funds Classifications in Prior Fiscal Year (R 20-05)

^{EE} Revision of Fund Name in Prior Fiscal Year (R 20-05)

^{FF} Fund Budget Adjustment CC-20/21-03: SB 2 Planning Grants Program, +\$160,000 (R 20-05)

^{GG} New Fund Established in Prior Fiscal Year per Fund Budget Adjustment CC-19/20-11 (R 20-23)

^{HH} Fund Budget Adjustment CC-20/21-04: Correction to Account for Previously Approved Interfund Transfers from the General Fund to the Capital Projects Fund, +\$235,000 (R 20-23)

^{II} Fund Budget Adjustment CC-20/21-05: Mid-Term/COVID-19 Adjustment Plan (R 20-23)
General Fund, -\$138,737

Capital Projects Fund, -\$25,000 (with interfund transfer from General Fund)

Community Development Block Grant (CDBG) Fund, +\$33,713

Proposition 68 (2018) Per Capita Fund, -\$81,116, Fund Closed

State of California Grants Fund, +\$265,000

Laguna Woods Civic Support Fund, +\$24,408

^{JJ} Fund Budget Adjustment CC-20/21-07: Fund Closure and Rebudgeting (R 20-30)

Mobile Source Reduction Fund, +\$50,000

Mobile Source Reduction - Local Government Partnership Fund, -\$50,000, Fund Closed

^{KK} Fund Budget Adjustment CC-20/21-08: CARES Act, +\$200,554 (R 20-XX)

The budget appropriations authorized by this section reflect the Fiscal Years 2019-21 adopted budgets, plus authorized budget adjustments approved between July 1, 2019 and the date of this amendment. The budget appropriations authorized by this section also include carryovers of approved, but unspent, budget appropriations from prior fiscal years. Such carryovers were approved by the City Council with the adoption of the current budget and/or pursuant to Administrative Policy 2.9.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2020.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-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 2020, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND CORRECTING THE GENERAL FUND ASSIGNED RESERVE BALANCES FOR THE PAID LEAVE CONTINGENCY RESERVE AND THE GENERAL FUND CONTINGENCY RESERVE FOR FISCAL YEAR 2019-20

WHEREAS, on July 15, 2020, the City Council adopted Resolution No. 20-34 to adjust General Fund assigned reserve balances for Fiscal Year 2020-21; and

WHEREAS, Resolution No. 20-34 inadvertently omitted amendments that were previously adopted by Resolution No. 19-19 to the General Fund assigned reserve balances for Fiscal Year 2019-20; and

WHEREAS, Resolution No. 20-34 was not intended to amend the General Fund assigned reserve balances for Fiscal Year 2019-20; and

WHEREAS, staff has recommended that the City Council adopt a resolution in order to correct the inadvertent omissions in Resolution No. 20-34.

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

SECTION 1. Section 3 of Resolution No. 19-13, as previously amended by Resolution nos. 19-19 and 20-34, is hereby amended, in its entirety, to read as follows:

The General Fund assigned reserves authorized are:

	<i>Fiscal Year 2019-20</i>	<i>Fiscal Year 2020-21</i>
Paid Leave Contingency Reserve	\$80,720	\$98,376
Self-Insurance Contingency Reserve	\$50,000	\$50,000
General Fund Contingency Reserve	\$2,838,580	\$2,875,174
TOTAL	\$2,969,300	\$3,023,550

Assigned reserves shall be maintained, administered, and expended in accordance with Administrative Policy 2.9.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2020.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-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 2020, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

6.5
BUILDING OFFICIAL, PERMIT COUNTER, AND
INSPECTION SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
WILLDAN ENGINEERING
FOR BUILDING OFFICIAL, PERMIT COUNTER, AND INSPECTION SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 19th day of August 2020 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Willdan Engineering ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on October 1, 2020 and ending at 11:59 p.m. on June 30, 2022. Such term may be extended upon written agreement of both parties to this AGREEMENT through a maximum of 11:59 p.m. on June 30, 2025.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a

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part of this AGREEMENT. CONSULTANT shall perform work only as requested by CITY. This AGREEMENT does not state, convey, imply, or infer a specific, minimum or expected amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. CITY shall not be responsible for monitoring CONSULTANT's compliance with federal, state, and local laws, statutes, codes, ordinances, or regulations. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

(b) CONSULTANT shall not be debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, or from receiving Federal contracts, subcontracts, or financial or nonfinancial assistance or benefits, under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35) or other Federal laws, statutes, codes, ordinances, regulations or rules, at any time during the term of this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended from time to time or replaced by a successor statute, and in connection therewith, shall not employ unauthorized aliens as defined therein. The term "unauthorized aliens" means and includes "undocumented foreign nationals" as defined in the proposed Federal Correcting Hurtful and Alienating Names in Government Expression (CHANGE) Act (H.R. 3785, introduced October 21, 2015). Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent, or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents,

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officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

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

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

To CITY: City of Laguna Woods
 Attn: City Manager
 24264 El Toro Road
 Laguna Woods, CA 92637

To CONSULTANT: Willdan Engineering
 ATTN: Director of Building and Safety
 650 E. Hospitality Lane, Suite 400
 San Bernardino, CA 92408

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

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

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS, AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

SECTION 32. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

By _____
Noel Hatch, Mayor

CONSULTANT:

By _____
Patrick Johnson, Director of Building and Safety

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform and complete building official, permit counter, and inspection services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

General Provisions

1. CONSULTANT shall designate a project manager who shall be responsible for overseeing all work performed under this AGREEMENT and coordinating the same with CITY. He/she/they shall have at least three (3) years of experience involving relevant services.
2. CONSULTANT's assigned personnel who are responsible for performing work under this AGREEMENT shall use CITY's Energov software (a Tyler Technologies product) in doing so. Such use shall be in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. When Energov is unavailable or inoperable, CONSULTANT's assigned personnel shall use a paper-based alternative and input such data into Energov when regular use resumes.
3. CONSULTANT's assigned personnel who are responsible for processing payments, cash handling, and similar duties shall use CITY's Incode software (a Tyler Technologies product) and OpenEdge credit and debit card terminals in doing so. Such use shall be in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. When Incode is unavailable or inoperable, CONSULTANT's assigned personnel shall use a paper-based alternative and input such data into Incode when regular use resumes. When Incode and/or OpenEdge is unavailable or inoperable, CONSULTANT's assigned personnel shall not accept credit or debit cards for payment.
 - a. At no time shall CONSULTANT's assigned personnel be in possession of, or record in any manner, any credit or debit card information. Violation of this provision shall be grounds for immediate termination of this AGREEMENT.
 - b. CONSULTANT's assigned personnel shall process all payments and provide all customers with a receipt, at the time they are received. Failure to do so, including, but not limited to, delaying the processing of any payment until any later time, shall be grounds for immediate termination of this AGREEMENT.
 - c. CONSULTANT's assigned personnel shall only charge fees for purposes and in amounts established by resolution of City Council of CITY, as may change from time-to-time. Failure to do so, including, but not limited to, undercharging or

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overcharging any party, shall be grounds for immediate termination of this AGREEMENT.

4. CONSULTANT's assigned personnel who are responsible for performing work under this AGREEMENT shall document the work that they perform on paper forms and Microsoft Word and Excel documents, as well as in various software, in form sufficient to CITY.
5. CONSULTANT's assigned personnel who are responsible for performing work under this AGREEMENT shall retrieve and respond to all emails, voicemails, and messages received prior to the beginning of each shift, or before 2:30 p.m. during each shift, no later than the end of that same shift. When any of CONSULTANT's assigned personnel are unavailable or absent, CONSULTANT shall ensure that all emails, voicemails, and messages that would have been retrieved and responded to by such personnel are retrieved and responded to within the timeframe set forth in this provision.
6. CONSULTANT's assigned personnel who are responsible for performing work under this AGREEMENT shall notify CITY's contract building plan review firm when plans are ready for pick-up on the same day that such plans were provided to CITY and log the same. When any of CONSULTANT's assigned personnel are unavailable or absent, CONSULTANT shall ensure that such notifications and logs are made within the timeframe set forth in this provision.
7. When CONSULTANT's assigned personnel provide building plan review in the course of their performance of work under this AGREEMENT, such reviews shall be completed, and comments returned or approvals provided, in equal or less time than CITY's contract building plan review firm is under contract to provide, as may change from time-to-time.
8. The majority of building inspections and other building-related field work occur within the private gated community of Laguna Woods Village. CONSULTANT shall be responsible for obtaining and maintaining gate access passes for its assigned personnel, under its own corporate name (i.e., not in CITY's name).
9. CITY shall provide CONSULTANT's assigned personnel with workspace at City Hall from which office work can be performed under this AGREEMENT. CITY's provision of workspace shall include only desk/counter space, storage space, computer workstations, chairs, telephones, and common office supplies. Computer workstations are provided as an alternative to CONSULTANT providing its own computer workstations in the interest of protecting the security of CITY's network and allowing CONSULTANT's access to CITY's network, electronic files, and software; CONSULTANT shall not connect its own computer workstations nor permit its assigned personnel to connect their personal electronic devices to CITY's network under any circumstance. Use of computer workstations shall be in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. No CITY-provided workspace shall be considered exclusive in any way nor secure for the storage of CONSULTANT's property or CONSULTANT's assigned personnel's personal property, and CONSULTANT understands

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and agrees that no expectations of privacy will or do arise from the use of such CITY-owned workspace. CONSULTANT shall be solely responsible for any other equipment or accessories desired by its personnel including, but not limited to, ergonomic items, specialty computer accessories, and fans, and shall coordinate placement of the same with CITY in advance.

- a. CONSULTANT's assigned personnel may use CITY's break room in a manner consistent with CITY policy, which policy shall be made available to CONSULTANT, and as may change from time-to-time. At no time shall CONSULTANT's personnel eat or take breaks in the City Council Chambers or other common, conference room-type spaces within City Hall.
10. CITY shall issue necessary keys, entry codes, and alarm codes to CONSULTANT's assigned personnel, as may change from time to time at CITY's sole discretion. CONSULTANT's assigned personnel shall sign for the issuance of such keys, entry codes, and alarm codes and return all keys to CITY immediately upon termination of this AGREEMENT or request by CITY. CONSULTANT shall not allow its assigned personnel to duplicate any key nor allow any unauthorized personnel to be in possession of, or otherwise gain access to, any key, entry code, or alarm code. CONSULTANT shall provide verbal and written notice to CITY immediately upon becoming aware of any unauthorized use, duplication, or access of any key, entry code, or alarm code.
 11. CONSULTANT's assigned personnel shall ensure that City Hall is alarmed, with all exterior doors and windows securely closed and locked prior to departure. In the event that City Hall is occupied by CITY staff at the time of departure, CONSULTANT's assigned personnel shall securely close and lock all exterior doors and windows, and notify CITY staff of their departure, but not alarm the building. CONSULTANT's assigned personnel shall exercise reasonable care and attention to ensure that no entry to City Hall is made by non-City employees while performing services outside of City Hall's business hours.
 12. CONSULTANT's work shall cover all applicable model codes and CITY-adopted local amendments, as may change from time-to-time as required by applicable law or at CITY's sole discretion. Work shall additionally conform to and be consistent with all applicable CITY ordinances, policies, and local processing procedures as may change from time-to-time.

Building Official Services

CONSULTANT shall provide building official services, consistent with the generally accepted duties, prevailing professional standards of care, and responsibilities of such position, consistent with the California Building Standards Code and as recognized by California Building Officials (CALBO).

Minimum Standards for Personnel

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At all times, CONSULTANT's assigned personnel responsible for providing building official services shall possess the following minimum qualifications, or such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required of a building official, as determined adequate by CITY:

- Building Official certification (CBO) from the International Code Council; and
- Two (2) years of building official experience in the State of California.

Schedule

Based on past experience, CITY has provided its best estimate that an average of twenty-four (24) hours per week of building official services is advantageous to the efficient and effective conduct of such services. CITY and CONSULTANT understand and acknowledge that needs may change over time and that CONSULTANT shall be compensated only for hours of service actually provided, subject to (1) providing CITY with a complete monthly schedule identifying the names and planned working hours of assigned personnel prior to the start of each month, and (2) obtaining CITY's prior written authorization for total hours worked in excess of 24 per week.

Emergency Service: CONSULTANT shall provide emergency building official services on an as-needed basis, on any day of the week (including weekends and holidays), within two (2) hours of a request by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for emergency building official services.

Other Provisions

1. CONSULTANT shall provide, or ensure that its building official personnel possess, a functioning cellular telephone on which they can be reliably contacted at no additional cost to CITY.
2. CONSULTANT shall require its building official personnel to either (1) wear a uniform identifying its company name or (2) wear an identification card identifying its company name visible at all times while conducting inspections and other field work. CONSULTANT shall be solely responsible for ensuring that its building official personnel have access to, and properly utilize, all necessary supplies and equipment to perform work safely and accurately.

Permit Counter Services

CONSULTANT shall provide permit counter services generally consisting of, but not limited to, all of the following:

- Reviewing building permit applications;
- Issuing building permits;
- Providing building permit-related assistance to residents, businesses, and other parties;
- Scheduling building inspections and preparing related documents, materials, and files;

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- Notifying CITY's contract building plan review firm when plans are ready for pick-up;
- Notifying various parties designated by CITY thirty (30) days in advance of a building permit's expiration;
- Preparing Senate Bill 1473 and Strong Motion Instrumentation Program fee reports and submitting the same to CITY staff within fifteen (15) days of the end of each quarter;
- Preparing building permit submittals required by the Orange County Assessor's Office and submitting the same to the Orange County Assessor's Office on the schedule required;
- Indexing building permits and plans for digitization and other purposes;
- Conducting research to respond to public records requests; and
- Providing filing and other administrative support for building-related activities.

Schedule

CONSULTANT shall operate CITY's permit counter with regular public hours from 7:30 a.m. to 2:30 p.m., Monday through Friday (closed holidays and for no more than one regularly scheduled hour daily). Unless otherwise agreed by CITY and CONSULTANT, CITY's permit counter shall be closed on the following holidays: Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and the Friday after Thanksgiving. When a holiday falls on a Saturday, it shall be observed on the prior Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

Based on past experience, CITY has provided its best estimate that it is advantageous to have an average of two (2) permit counter services personnel available during regular permit counter hours, in addition to separate personnel providing building official services. CITY and CONSULTANT understand and acknowledge that needs may change over time and that CONSULTANT shall be compensated only for hours of service actually provided, subject to (1) providing CITY with a complete monthly schedule identifying the names and planned working hours of assigned personnel prior to the start of each month, and (2) obtaining CITY's prior written authorization for total hours worked in excess of 80 per week.

CITY reserves the right to cancel or reduce permit counter staffing, at its discretion, with at least seventy-two (72) hours' notice to CONSULTANT.

Minimum Standards for Personnel

At all times, CONSULTANT's assigned personnel responsible for providing permit counter services shall possess the following minimum qualifications, or such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required for the permit counter, as determined adequate by CITY:

- Permit Technician certification from the International Code Council; or
- Building Plans Examiner certification from the International Code Council; or
- Residential Plans Examiner certification from the International Code Council.

AND

- One (1) year of relevant experience in the State of California.

CONSULTANT is advised and acknowledges that CITY does not deem general administrative or customer service-type experience as sufficient to demonstrate knowledge of the duties and skills required for the permit counter. Previous building or planning-related experience is required.

Inspection Services

CONSULTANT shall provide inspection services generally consisting of, but not limited to, all of the following:

- Inspecting public and private property to evaluate the conformance of construction to applicable codes and CITY's local amendments;
- Indexing building permits and plans for digitization and other purposes;
- Conducting research to respond to public records requests; and
- Providing filing and other administrative support for building-related activities.

All inspections shall be scheduled through City Hall, and a record of all such inspections shall be kept contemporaneously with this performance. Inspection personnel shall not schedule inspections directly with contractors, residents, their representatives, or any other party.

Schedule

Based on past experience, CITY has provided its best estimate that it is advantageous to have an average of two (2) inspection personnel available Monday through Thursday, and one (1) available on Friday. CITY and CONSULTANT understand and acknowledge that needs may change over time and that CONSULTANT shall be compensated only for hours of service actually provided, subject to (1) providing CITY with a complete monthly schedule identifying the names and planned working hours of assigned personnel prior to the start of each month, and (2) obtaining CITY's prior written authorization for total hours worked in excess of 72 per week.

CITY reserves the right to cancel or reduce inspection staffing, at its discretion, with at least seventy-two (72) hours' notice to CONSULTANT.

Emergency Service: CONSULTANT shall provide emergency inspection services on an as-needed basis, on any day of the week (including weekends and holidays), within two (2) hours of a request by CITY. This AGREEMENT does not state, convey, imply or infer a specific, minimum or expected amount of work or compensation for emergency inspection services.

Minimum Standards for Personnel

At all times, CONSULTANT's assigned personnel responsible for providing inspection services

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shall possess the following minimum qualifications, or such other experience, education, certification, and/or training to demonstrate knowledge of the duties and skills required of a building inspector, as determined adequate by CITY:

- Residential Building Inspector certification from the International Code Council; and
- One (1) years of building inspection experience in the State of California.

Other Provisions

1. CONSULTANT shall provide, or ensure that its building inspection personnel possess, a functioning cellular telephone on which they can be reliably contacted at no additional cost to CITY.
2. CONSULTANT shall require its building inspection personnel to either (1) wear a uniform identifying its company name or (2) wear an identification card identifying its company name visible at all times while conducting inspections and other field work. CONSULTANT shall be solely responsible for ensuring that its building inspection personnel have access to, and properly utilize, all necessary supplies and equipment to perform work safely and accurately.

EXHIBIT "B"
COMPENSATION

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

Table B-1: Compensation Schedule

CONSULTANT Personnel Title	Hourly Rate ¹
Building Official	\$110
Building Inspector	\$75
Permit Technician	\$65

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

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

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

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

EXHIBIT "C"
INSURANCE

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

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

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

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

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

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

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

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

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

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

(4) Errors and Omissions Liability: \$1,000,000 per individual claim.

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

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

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

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

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

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

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

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

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

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

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TRAFFIC ENGINEERING SERVICES

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

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 19th day of August 2020 ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Iteris, Inc. ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on September 1, 2020 and ending at 11:59 p.m. on June 30, 2022. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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This AGREEMENT does not state, convey, imply, or infer a specific, minimum or expected amount of work or compensation for as needed services or reimbursables. Compensation for services shall not exceed the amounts specified in EXHIBIT "B" "COMPENSATION".

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

(a) CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT, including but not limited to regulations and rules pertaining to any grant awards or third-party funding with which this AGREEMENT is funded in whole or in part. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. CITY shall not be responsible for monitoring CONSULTANT's compliance with federal, state, and local laws, statutes, codes, ordinances, or regulations. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

(b) CONSULTANT shall not be debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, or from receiving Federal contracts, subcontracts, or financial or nonfinancial assistance or benefits, under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35) or other Federal laws, statutes, codes, ordinances, regulations or rules, at any time during the term of this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT shall comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended from time to time or replaced by a successor statute, and in connection therewith, shall not employ unauthorized aliens as defined therein. The term "unauthorized aliens" means and includes "undocumented foreign nationals" as defined in the proposed Federal Correcting Hurtful and Alienating Names in Government Expression (CHANGE) Act (H.R. 3785, introduced October 21, 2015). Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, official, employee, agent, or subcontractor without the express written consent of the City Manager of CITY or his or her designee. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

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

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager of CITY or his or her designee, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager of CITY or his or her designee or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, officials, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT or the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, to the extent allowed by law, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents,

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officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT, including without limitation the violation of any federal, state, and local law, statute, code, ordinance, regulation, or rule.

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

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

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 20. DEFAULT.

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

SECTION 21. EXCUSABLE DELAYS.

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

SECTION 22. COOPERATION BY CITY.

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

SECTION 23. NOTICES.

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

To CITY: City of Laguna Woods
Attn: City Manager
24264 El Toro Road
Laguna Woods, CA 92637

To CONSULTANT: Iteris, Inc.
ATTN: Vice President, Legal
1700 Carnegie Avenue
Santa Ana, CA 92705

OR

Legal-Iteris@iteris.com

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. BINDING EFFECT.

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

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council or City Manager

of CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

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

SECTION 28. LAW TO GOVERN; VENUE.

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

SECTION 29. ATTORNEYS FEES, COSTS, AND EXPENSES.

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

SECTION 30. ENTIRE AGREEMENT.

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

SECTION 31. SEVERABILITY.

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

SECTION 32. NO THIRD-PARTY BENEFICIARIES.

ITEM 6.6

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

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

CITY OF LAGUNA WOODS:

By _____
Noel Hatch, Mayor

CONSULTANT:

By _____
Ramin Massoumi, P.E., Senior Vice President

APPROVED AS TO FORM:

David B. Cosgrove, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall perform and complete traffic engineering services by providing all labor, tools, equipment, materials, and supplies necessary to complete work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this AGREEMENT.

Regular services shall include the following, unless cancelled in writing by CITY:

Daily Tasks (Monday through Friday, excluding CONSULTANT's observed holidays)
(not to exceed 25 hours per month without CITY's prior written authorization)

- Log into CITY's Centrac traffic signal system and video detection camera systems for approximately one hour during AM or PM peak periods
- Monitor traffic conditions in real time
- Observe traffic signal operations at all signalized intersections controlled by CITY
- Ensure all detections are working properly
- Address any issues found (e.g. minor timing change) immediately. If an issue is hardware related, notify CITY and CITY's traffic signal maintenance contractor immediately.

Monthly Task (once per month)

(not to exceed two hours per month without CITY's prior written authorization)

- Provide monitoring reports to CITY that summarize the specific changes made and tasks done during the month, as well as the date and times that all routine daily tasks were performed (first four bullets under "Daily Tasks" above). The reports are intended to keep CITY informed of the current state of the intersections and traffic signal operations, as well as to provide supporting documentation for invoices. CITY shall not pay invoices from CONSULTANT until after all reports have been received for the month invoiced.

As-needed services may include the following, only when requested by CITY:

As-Needed Traffic Signal Operations

- Update traffic signal timing parameters per applicable federal or state standards (e.g. pedestrian flashing-don't walk, yellow change interval, etc.)
- Design, implement, fine-tune, and monitor traffic signal synchronization and progression
- Respond to requests for traffic signal timing check
- Prepare and implement traffic responsive or "flush" timing plans
- Prepare traffic signal timing sheets
- Implement and fine-tune traffic signal timing for new or modified signals
- Review traffic signal timing sheets prepared by others
- Prepare traffic signal operations simulation models

As-Needed Traffic Engineering Design

CONSULTANT shall prepare traffic engineering plans, specifications, and estimates that conform to applicable CITY and Caltrans standards, including for:

- New traffic signal installation
- Traffic signal modifications
- Signing and striping
- Street lighting
- Work area traffic control
- Traffic signal interconnect (twisted-pair copper, fiber-optic, and/or wireless)
- Intelligent Transportation System (ITS) (e.g., video detection and CCTV cameras)

As-Needed Construction Inspection Services

CONSULTANT shall assist CITY during the construction of traffic-related projects, including:

- Construction bidding
- Responses to contractor's requests for information (RFI)
- Pre-construction meetings
- Review material submittals and shop drawings
- Construction inspections
- Review contractor's change order requests
- Traffic signal timing setup and intersection start up
- Review and approve punch lists
- Prepare as-built drawings
- Assist with negotiating construction deficiency remedies

CONSULTANT shall prepare and maintain detailed inspection logs regarding contractor's work and progress. Such logs shall be provided to CITY upon request.

As-Needed Transportation Planning Study Preparation

- Traffic impacts studies
- Parking studies
- Traffic circulation analysis
- Vehicle miles traveled (VMT) analysis
- General plan circulation elements
- Travel demand forecasting
- Corridor studies
- Infrastructure transportation planning studies
- Multi-modal transportation planning projects (e.g., rail, highway, non-motorized, goods movement, bus rapid transit, and advanced technologies)

As-Needed Warrant Analysis

CONSULTANT shall perform or review warrant analysis, engineering studies and investigation, including:

- Traffic signal warrant analysis
- Left-turn warrant analysis
- Stop warrant analysis
- Crosswalk request
- Speed hump request
- Line-of-sight analysis

For any analysis or studies prepared by CONSULTANT, project reports shall be submitted for review and approval by CITY.

As-Needed CITY Representation

CONSULTANT shall represent CITY or accompany CITY personnel and/or CITY officials to any meetings or presentations and support them on any traffic engineering-related issues and negotiations. Meetings may include, but are not limited to, City Council meetings, committee meetings, public outreach meetings, meetings with private developers and consultants, meetings with other cities, and meetings with other agencies (e.g., Caltrans, County of Orange, Orange County Transportation Authority, and Southern California Association of Governments).

As-Needed Safety Monitoring

CONSULTANT's safety monitoring services range from evaluating existing traffic conditions and traffic safety to reviewing design plans as it relates to private development. Traffic safety assessments typically involve the review of accident data to assess recent accident history and the development of collision diagrams to identify the locations of accidents, by type, frequency, and cause. CONSULTANT shall use such data to determine locations where field observations are necessary to identify factors which may contribute to the accidents or safety concerns.

As-Needed Speed Survey Preparation

CONSULTANT shall prepare engineering and traffic surveys for speed limits in accordance with applicable provisions of the California Vehicle Code.

As-Needed Plan Check and Report Review

CONSULTANT shall provide plan checking and report review services to CITY for any types of traffic and transportation engineering deliverables prepared by others, including:

- Traffic signal plans
- Signing and striping plans
- Street lighting plans
- Work area traffic control plans
- Traffic signal interconnect (twisted-pair copper, fiber-optic, and/or wireless) plans
- ITS plans
- Traffic impacts study reports
- Parking study reports
- Traffic analysis portion of environment impact reports (EIR)

EXHIBIT "B"
COMPENSATION

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

Table B-1: Compensation Schedule

CONSULTANT Personnel Title	Hourly Rate ¹
City Traffic Engineer	\$150
Assistant City Traffic Engineer	\$150
Senior Traffic Engineer	\$150
Associate Traffic Engineer	\$130
Assistant Traffic Engineer	\$120

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

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

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

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

EXHIBIT "C"**INSURANCE**

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

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

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

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

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

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

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

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

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

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

(4) Errors and Omissions Liability: \$2,000,000 per individual claim.

ITEM 6.6

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

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

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

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

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

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

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

ITEM 6.6

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

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

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

6.7
HARASSMENT, DISCRIMINATION, AND
RETALIATION POLICY

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RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AMENDMENTS TO ADMINISTRATIVE POLICY 4.7 PERTAINING TO HARASSMENT, DISCRIMINATION, AND RETALIATION

WHEREAS, the City’s harassment, discrimination, and retaliation policy is contained in Administrative Policy 4.7, which was last amended by the City Council on March 21, 2018; and

WHEREAS, staff has prepared amendments to Administrative Policy 4.7 (incorporated into the administrative policy attached hereto as Exhibit A), in order to ensure that employee training requirements conform to and are consistent with applicable state law.

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

SECTION 1. That the administrative policy attached hereto as Exhibit A is adopted and is a statement of the City’s harassment, discrimination, and retaliation policy. The administrative policy attached hereto as Exhibit A replaces and supersedes all previous versions of Administrative Policy 4.7.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2020.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-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 2020, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

**CITY OF LAGUNA WOODS
ADMINISTRATIVE POLICY 4.7**

HARASSMENT, DISCRIMINATION, AND RETALIATION

4.7.01. Statement of Purpose.

This Administrative Policy is intended to (1) define and explicitly prohibit harassing, discriminatory, or retaliatory conduct within the City of Laguna Woods’ work environment, (2) explicitly prohibit the condoning or perpetuation of such conduct, and (3) establish a standardized and efficient process for reporting and responding to complaints of such conduct.

4.7.02. Statement of Overarching Policy.

The City expressly prohibits harassment or discrimination of employees, officials, officers, agents, volunteers, interns, consultants, contractors, vendors, visitors, or members of the public (“individuals”) based upon any one or more legally protected category (race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics).

The City expressly prohibits retaliation against individuals for good faith opposition to, or reporting of, harassment, discrimination, or retaliation.

The City considers harassment, discrimination, and retaliation to be serious offenses and is firmly committed to the philosophy that every employee has the right to work in an environment free from such conduct. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work environment and compliant with this Administrative Policy and all applicable federal, state, and local laws and regulations governing workplace conduct.

4.7.03. Reporting Harassment, Discrimination, or Retaliation.

The City strongly encourages the reporting of all actual or perceived incidents of harassment, discrimination, or retaliation.

If an employee believes the conduct of an individual to be harassing, discriminatory, retaliatory, or otherwise contrary to this Administrative Policy, they are encouraged, but not required, to inform the individual of the conduct that they find offensive and request that the individual cease such behavior. If they do not wish to confront the individual, or if their attempts to do so have failed, they should file a complaint with the City. A decision not to confront the individual does not prevent an employee from filing a complaint, nor does it in any way exonerate the accused individual or imply that the City condones the complained-of behavior.

The City's management team is readily available and receptive to responding to complaints of harassment, discrimination, or retaliation. If an employee feels that they or another employee are being harassed by, discriminated against, or retaliated against, by another individual (regardless of whether that person is an employee or non-employee), they should immediately report the facts of the incident to their immediate supervisor, or to any other supervisor who they feel comfortable speaking with. If the employee does not feel that the matter can be discussed with their immediate supervisor or another supervisor, they should contact the City Manager and arrange for a meeting to discuss their complaint. In the event that the complaint concerns the City Manager, the employee may report the matter to the City Attorney.

Complaints should be made as soon as possible following the incident, and should include the following information:

1. The employee's name and position title;
2. The name(s) of the individual(s) committing the harassment, discrimination, or retaliation, as well as position title(s), if known;
3. The specific nature of the harassment, discrimination, or retaliation, how long it has occurred, and any employment action(s) such as demotion, failure to promote, dismissal, refusal to hire, or transfer taken against the victim as a result of the harassment, discrimination, or retaliation, or any threats made against the victim as a result of the alleged harassment, discrimination, or retaliation;
4. The name(s) of witness(es) to the harassment, discrimination, or retaliation, if any; and
5. Whether the victim has previously made a complaint regarding the harassment, discrimination, or retaliation, and, if so, when and to whom.

All employees are advised that timely reporting to the City, in a manner consistent with the complaint process set forth in this Administrative Policy, is essential. The City cannot respond to harassment, discrimination, or retaliation complaints unless it knows about them. It is the employee's responsibility to bring complaints to the attention of the City so that prompt and appropriate action can be taken.

Employees will not be retaliated against for good faith opposition to, or reporting of, incidents of alleged harassment, discrimination, or retaliation. It is unlawful for an employer to retaliate against employees who oppose or report practices prohibited by federal or state law; file complaints; or, otherwise participate in an investigation, proceeding, or hearing conducted by the federal Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing. It is the City's policy to strictly comply with such laws and regulations.

The City will not tolerate interference with, or obstruction of, the complaint process. All employees are advised that interference with, or obstruction of, the complaint process may result in discipline up to and potentially including termination.

All employees are advised that failure to follow the complaint process set forth in this Administrative Policy may have an adverse effect on any legal claim under this Administrative Policy if such claims are litigated.

4.7.04. Supervisor Reporting Obligations.

Any supervisor who (1) receives a complaint of harassment, discrimination, or retaliation, (2) witnesses harassment, discrimination, or retaliation, or (3) has any reason to believe that harassment, discrimination, or retaliation may have occurred, or is presently occurring, in the work environment, is required to immediately report the conduct to their immediate supervisor. If the supervisor does not feel that the report can be made to their immediate supervisor, they are required to make the report to the Administrative Services Director/City Treasurer or City Manager. In the event that the report concerns the City Manager, the supervisor may make the report to the City Attorney. In any case, the report must be made immediately.

All supervisors are advised that failure to fulfill the reporting obligations set forth in this Administrative Policy will result in discipline up to and potentially including termination, if the harassing, discriminatory, or retaliatory conduct was known or should have been known in the normal course and scope of their supervisory duties.

4.7.05. Anonymous Complaints.

The City discourages anonymous complaints as anonymity in the complaint process may compromise the City's ability to complete a full investigation; however, any employee may make a complaint of harassment, discrimination, or retaliation without disclosing his/her/their identity by following the process set forth in Section 4.7.03 of this Administrative Policy, but filing the complaint anonymously with the Administrative Service Director/City Treasurer or City Manager. In the event that the complaint concerns the City Manager, the complaint may be filed anonymously with the City Attorney.

All employees are advised that should the City learn of the identity of an anonymous complaining party, the City cannot guarantee that his/her/their identity will remain confidential, if the City determines in its discretion that disclosure is necessary to complete a full investigation or for any other lawful reason.

4.7.06. City Response to Complaints.

Investigation of Complaints

After a complaint of harassment, discrimination, or retaliation is received, the City will immediately undertake or direct an effective, thorough, impartial, and objective investigation. The investigation will include, but not necessarily be limited to, obtaining information from the complaining and accused parties, as well as anyone who may have been a witness to the alleged incident.

The City will document complaints and investigations to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected. No party is entitled to view or receive copies of any confidential notes or other written materials related to complaints or investigations.

At any point during an investigation, the City Council or the City Manager may place the involved employee(s) on paid administrative leave.

Confidentiality

Any investigation related to a complaint under this Administrative Policy will be conducted with as much confidentiality as the City determines is possible and with respect for the rights of all individuals involved, and except as disclosure may be otherwise required by law. Information related to the investigation will generally be

provided on a “need to know” basis. The confidential nature of the complaint and investigation is vital in protecting the privacy rights of all individuals involved and encouraging the reporting of harassment, discrimination, or retaliation.

All employees are advised that failure to keep information related to an investigation confidential, except as expressly authorized by the City Manager or City Attorney, or permitted or required by law, such as in discussion with a legal representative, may result in discipline up to and potentially including termination.

Cooperation with Investigation

All employees who are involved in an investigation related to a complaint under this Administrative Policy are required to fully and truthfully cooperate therewith. The City will not tolerate interference with, or obstruction of, an investigation.

All employees are advised that failure to fully and truthfully cooperate with an investigation may result in discipline up to and potentially including termination. Likewise, any interference with, or obstruction of, an investigation may result in discipline up to and potentially including termination.

City Determination and Corrective Action

Following an investigation related to a complaint under this Administrative Policy, the City will make its determination and communicate that determination to the complaining and accused parties. Parties are not entitled to view or receive copies of any confidential notes or other written materials related to the investigation.

If the City determines that the accused party has violated this Administrative Policy, appropriate corrective action will be taken including, but not necessarily limited to, discipline up to and potentially including termination. As a part of the City’s attempt to remedy the complaining party’s concerns, the City’s determination notice to the complaining party may also generally advise that corrective action has been taken against the accused party.

The definitions and information set forth in this Administrative Policy are based on the legal definitions of harassment, discrimination, and retaliation. In light of the City’s duty to prevent the unlawful conduct defined in this Administrative Policy, and in light of the City’s desire to maintain a respectful work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards set forth herein

(e.g., the City may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive, or if it does not meet the legal threshold of severe or pervasive, or creating or materially contributing to a hostile work environment).

Bad Faith and Intentionally False Complaints

While the City vigorously defends its employees' right to work in an environment that is free of harassment, discrimination, or retaliation, it also recognizes that false accusations of the same can have serious consequences.

All employees are advised that deliberately reporting a complaint made in bad faith, or deliberately reporting a complaint that is known to be false, may result in discipline up to and potentially including termination.

4.7.07. Additional Enforcement Information.

Employees who believe that they have been harassed, discriminated, or retaliated against may, at any time within one year of the incident, also file a complaint of discrimination with the federal Equal Employment Opportunity Commission and/or the California Department of Fair Employment and Housing. Each agency may investigate and process the complaint. Any finding of a violation may subject the violator to penalties and remedial measures that may include, but not necessarily be limited to, sanctions, fines, injunctions, reinstatement, back pay, and damages.

The City trusts that employees will act responsibly to further a work environment free of harassment, discrimination, or retaliation. The City encourages employees to ask questions regarding harassment, discrimination, or retaliation of their immediate supervisor or any other supervisor who they feel comfortable speaking with.

4.7.08. Training.

In accordance with Assembly Bill 1825 (*Sexual harassment: training and education*) and Assembly Bill 2053 (*Employment discrimination or harassment: education and training: abusive conduct*), the City requires supervisory employees to be trained on preventing sexual harassment and abusive conduct in the workplace every two years for at least two hours. All individuals appointed or promoted to supervisory positions shall be trained within six months of the appointment or promotion, if the individual is a new hire or was appointed or promoted from a non-supervisory position.

The City also requires non-supervisory employees to be trained on preventing sexual harassment in the workplace every two years for at least one hour. All individuals in non-supervisory positions shall be trained within six months of their hire date.

In accordance with Senate Bill 1343 and Senate Bill 778 (both titled *Employers: sexual harassment training: requirements*), the City requires seasonal and temporary employees, and any employees who are hired to work for less than six months, to complete the training required under this section within 30 calendar days after their hire date or within 100 hours worked, whichever occurs first.

In accordance with Assembly Bill 1661 (*Local government: sexual harassment prevention training and education*), the City requires members of the City Council and other local City officials to be trained on preventing sexual harassment within six months of taking office, and every two years thereafter, for at least two hours.

4.7.09. Administrative Policy Dissemination.

All employees, members of the City Council, and other local City officials shall be provided with and acknowledge receipt of a copy of this Administrative Policy as part of their initial orientation with the City and in conjunction with any training that they attend pursuant to Section 4.7.08 of this Administrative Policy.

4.7.10. Relationship to Federal and State Laws.

Where federal or state laws are more restrictive than or contradict this Administrative Policy, such laws shall take precedence. Where this Administrative Policy is more restrictive than federal or state laws, this Administrative Policy shall take precedence.

4.7.11. Attachments.

Attachment A, “Glossary of Terms and Acronyms,” is incorporated by reference.

City Council Adoption: August XX, 2020

Attachment A, “Glossary of Terms and Acronyms”

Please contact your immediate supervisor, the Administrative Services Director/City Treasurer, the City Manager, or another supervisory employee if you have questions regarding these terms or acronyms, or if you are uncertain about what constitutes harassment, discrimination, retaliation, or other prohibited conduct under this Administrative Policy.

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING (CDFEH): The state agency responsible for enforcing California’s civil rights laws.

DISCRIMINATION: Action or conduct by which an employee is treated differently or less favorably than other similarly situated employees for the sole reason that he/she/they is a member of a legally protected category, associates with individual(s) in a legally protected category, or is perceived as being in a legally protected category.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC): The federal agency responsible for enforcing federal employment discrimination laws.

HARASSMENT: Verbal, visual, or physical conduct based on an employee’s membership or perceived membership in a legally protected category or association with an individual in a legally protected category that is sufficiently severe or pervasive to affect an employee’s work performance negatively or alter the conditions of employment and create an intimidating, hostile, or otherwise offensive working environment. For the purpose of this Administrative Policy, “harassment” includes “sexual harassment.”

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or computer images regarding an employee’s legally protected category. Harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a local City official, harassment by a subordinate, or harassment by third parties doing business with or for the City.

LEGALLY PROTECTED CATEGORY: Race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected

characteristics or perception that an individual has one or more of these protected characteristics.

LOCAL CITY OFFICIAL: Any member of the Laguna Woods City Council and any elected local agency official.

RETALIATION: Taking adverse employment action against an employee because of (1) the employee's good faith opposition to, or reporting of, a practice that the employee believes to constitute employment discrimination, harassment, and/or retaliation, or (2) the employee's participation in an employment discrimination, harassment, and/or retaliation investigation, proceeding, or hearing.

Examples of conduct that can constitute protected activity include, but are not limited to, the following:

- i. Protected good faith opposition to, or reporting of, perceived or actual discrimination, harassment, and/or retaliation, or refusing to tolerate or engage in prohibited conduct, or threatening to file a complaint with any federal, state, or administrative city or court. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. Complaints or oppositions that are intentionally false and/or not made in good faith are not protected.
- ii. Protected participation such as filing a charge, testifying, assisting, or participating in an internal or administrative investigation, proceeding, or hearing, and/or litigation under federal or state statutes.

Examples of conduct that can constitute an adverse employment action include, but are not limited to, the following:

1. Adverse employment actions such as disciplinary actions, unwarranted negative performance evaluations, undesirable transfers, negative comments, unwarranted criticism, unwarranted exclusion from meetings or events, or undesirable change in work duties, unwarranted discipline, or any action that is taken because of the employee's good faith opposition to, or reporting of, harassment or discrimination, or because of the employee's participation in an employment discrimination or harassment investigation, proceeding, or hearing.

SEXUAL HARASSMENT: Conduct that constitutes an unwelcome sexual advance, proposition, or request for sexual favors or dating, or any verbal, visual, or physical conduct of a sexual nature. Sexual harassment occurs where:

- i. Submission to such conduct is made a term or condition of employment or relates to the conditional receipt of employment benefits, such as hiring, compensation, or advancement;
- ii. Submission to or rejection of such conduct is used as basis for making employment decisions affecting the individual; or
- iii. Such conduct is severe and pervasive to the extent that it has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment can occur between members of the same or opposite sex and need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a local City official, harassment by a subordinate, or harassment by third parties doing business with or for the City.

Examples of conduct that can constitute unlawful harassment or sexual harassment include, but are not limited to, the following:

1. Verbal harassment: Verbal sexual advances or propositions, jokes, epithets, derogatory comments or slurs, graphic commentaries about an individual's body or physical appearance, or other suggestive or offensive comments made on the basis of a legally protected category.
2. Physical harassment: Assault, unwanted touching, impeding or blocking movement, failure to respect reasonable norms of personal space, interference with normal work movement, massages, sitting on laps, or physical behavior of any type based on a legally protected category.
3. Visual harassment: Leering, derogatory gestures, inappropriate or offensive posters, notices, bulletins, cartoons, drawings, e-mails, content displayed from a computer or cellular telephone, or other depictions related to a legally protected category.

4. Sexual conduct: Unwelcome sexual advances or propositions, requests for sexual favors, requests for dates, verbal abuse of a sexual nature, verbal commentary about an individual's body, dress or appearance, sexually explicit jokes, sexually degrading language, suggestive or obscene communications, and other verbal, visual or physical conduct of a sexual nature.

SUPERVISOR: An employee with the authority to direct employees, address or respond to grievances, hire, transfer, suspend, layoff, recall, promote, discharge, assign, regard, or discipline other employees, or make such recommendations, if, in connection with the foregoing, the exercise of that authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

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**CITY OF LAGUNA WOODS
ADMINISTRATIVE POLICY 4.7**

HARASSMENT, DISCRIMINATION, AND RETALIATION

4.7.01. Statement of Purpose.

This Administrative Policy is intended to (1) define and explicitly prohibit harassing, discriminatory, or retaliatory conduct within the City of Laguna Woods’ work environment, (2) explicitly prohibit the condoning or perpetuation of such conduct, and (3) establish a standardized and efficient process for reporting and responding to complaints of such conduct.

4.7.02. Statement of Overarching Policy.

The City expressly prohibits harassment or discrimination of employees, officials, officers, agents, volunteers, interns, consultants, contractors, vendors, visitors, or members of the public (“individuals”) based upon any one or more legally protected category (race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected characteristics or perception that an individual has one or more of these protected characteristics).

The City expressly prohibits retaliation against individuals for good faith opposition to, or reporting of, harassment, discrimination, or retaliation.

The City considers harassment, discrimination, and retaliation to be serious offenses and is firmly committed to the philosophy that every employee has the right to work in an environment free from such conduct. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work environment and compliant with this Administrative Policy and all applicable federal, state, and local laws and regulations governing workplace conduct.

4.7.03. Reporting Harassment, Discrimination, or Retaliation.

The City strongly encourages the reporting of all actual or perceived incidents of harassment, discrimination, or retaliation.

If an employee believes the conduct of an individual to be harassing, discriminatory, retaliatory, or otherwise contrary to this Administrative Policy, they are encouraged, but not required, to inform the individual of the conduct that they find offensive and request that the individual cease such behavior. If they do not wish to confront the individual, or if their attempts to do so have failed, they should file a complaint with the City. A decision not to confront the individual does not prevent an employee from filing a complaint, nor does it in any way exonerate the accused individual or imply that the City condones the complained-of behavior.

The City's management team is readily available and receptive to responding to complaints of harassment, discrimination, or retaliation. If an employee feels that they or another employee are being harassed by, discriminated against, or retaliated against, by another individual (regardless of whether that person is an employee or non-employee), they should immediately report the facts of the incident to their immediate supervisor, or to any other supervisor who they feel comfortable speaking with. If the employee does not feel that the matter can be discussed with their immediate supervisor or another supervisor, they should contact the City Manager and arrange for a meeting to discuss their complaint. In the event that the complaint concerns the City Manager, the employee may report the matter to the City Attorney.

Complaints should be made as soon as possible following the incident, and should include the following information:

1. The employee's name and position title;
2. The name(s) of the individual(s) committing the harassment, discrimination, or retaliation, as well as position title(s), if known;
3. The specific nature of the harassment, discrimination, or retaliation, how long it has occurred, and any employment action(s) such as demotion, failure to promote, dismissal, refusal to hire, or transfer taken against the victim as a result of the harassment, discrimination, or retaliation, or any threats made against the victim as a result of the alleged harassment, discrimination, or retaliation;
4. The name(s) of witness(es) to the harassment, discrimination, or retaliation, if any; and
5. Whether the victim has previously made a complaint regarding the harassment, discrimination, or retaliation, and, if so, when and to whom.

All employees are advised that timely reporting to the City, in a manner consistent with the complaint process set forth in this Administrative Policy, is essential. The City cannot respond to harassment, discrimination, or retaliation complaints unless it knows about them. It is the employee's responsibility to bring complaints to the attention of the City so that prompt and appropriate action can be taken.

Employees will not be retaliated against for good faith opposition to, or reporting of, incidents of alleged harassment, discrimination, or retaliation. It is unlawful for an employer to retaliate against employees who oppose or report practices prohibited by federal or state law; file complaints; or, otherwise participate in an investigation, proceeding, or hearing conducted by the federal Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing. It is the City's policy to strictly comply with such laws and regulations.

The City will not tolerate interference with, or obstruction of, the complaint process. All employees are advised that interference with, or obstruction of, the complaint process may result in discipline up to and potentially including termination.

All employees are advised that failure to follow the complaint process set forth in this Administrative Policy may have an adverse effect on any legal claim under this Administrative Policy if such claims are litigated.

4.7.04. Supervisor Reporting Obligations.

Any supervisor who (1) receives a complaint of harassment, discrimination, or retaliation, (2) witnesses harassment, discrimination, or retaliation, or (3) has any reason to believe that harassment, discrimination, or retaliation may have occurred, or is presently occurring, in the work environment, is required to immediately report the conduct to their immediate supervisor. If the supervisor does not feel that the report can be made to their immediate supervisor, they are required to make the report to the Administrative Services Director/City Treasurer or City Manager. In the event that the report concerns the City Manager, the supervisor may make the report to the City Attorney. In any case, the report must be made immediately.

All supervisors are advised that failure to fulfill the reporting obligations set forth in this Administrative Policy will result in discipline up to and potentially including termination, if the harassing, discriminatory, or retaliatory conduct was known or should have been known in the normal course and scope of their supervisory duties.

4.7.05. Anonymous Complaints.

The City discourages anonymous complaints as anonymity in the complaint process may compromise the City’s ability to complete a full investigation; however, any employee may make a complaint of harassment, discrimination, or retaliation without disclosing his/her/their identity by following the process set forth in Section 4.7.03 of this Administrative Policy, but filing the complaint anonymously with the Administrative Service Director/City Treasurer or City Manager. In the event that the complaint concerns the City Manager, the complaint may be filed anonymously with the City Attorney.

All employees are advised that should the City learn of the identity of an anonymous complaining party, the City cannot guarantee that his/her/their identity will remain confidential, if the City determines in its discretion that disclosure is necessary to complete a full investigation or for any other lawful reason.

4.7.06. City Response to Complaints.

Investigation of Complaints

After a complaint of harassment, discrimination, or retaliation is received, the City will immediately undertake or direct an effective, thorough, impartial, and objective investigation. The investigation will include, but not necessarily be limited to, obtaining information from the complaining and accused parties, as well as anyone who may have been a witness to the alleged incident.

The City will document complaints and investigations to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected. No party is entitled to view or receive copies of any confidential notes or other written materials related to complaints or investigations.

At any point during an investigation, the City Council or the City Manager may place the involved employee(s) on paid administrative leave.

Confidentiality

Any investigation related to a complaint under this Administrative Policy will be conducted with as much confidentiality as the City determines is possible and with respect for the rights of all individuals involved, and except as disclosure may be otherwise required by law. Information related to the investigation will generally be

provided on a “need to know” basis. The confidential nature of the complaint and investigation is vital in protecting the privacy rights of all individuals involved and encouraging the reporting of harassment, discrimination, or retaliation.

All employees are advised that failure to keep information related to an investigation confidential, except as expressly authorized by the City Manager or City Attorney, or permitted or required by law, such as in discussion with a legal representative, may result in discipline up to and potentially including termination.

Cooperation with Investigation

All employees who are involved in an investigation related to a complaint under this Administrative Policy are required to fully and truthfully cooperate therewith. The City will not tolerate interference with, or obstruction of, an investigation.

All employees are advised that failure to fully and truthfully cooperate with an investigation may result in discipline up to and potentially including termination. Likewise, any interference with, or obstruction of, an investigation may result in discipline up to and potentially including termination.

City Determination and Corrective Action

Following an investigation related to a complaint under this Administrative Policy, the City will make its determination and communicate that determination to the complaining and accused parties. Parties are not entitled to view or receive copies of any confidential notes or other written materials related to the investigation.

If the City determines that the accused party has violated this Administrative Policy, appropriate corrective action will be taken including, but not necessarily limited to, discipline up to and potentially including termination. As a part of the City’s attempt to remedy the complaining party’s concerns, the City’s determination notice to the complaining party may also generally advise that corrective action has been taken against the accused party.

The definitions and information set forth in this Administrative Policy are based on the legal definitions of harassment, discrimination, and retaliation. In light of the City’s duty to prevent the unlawful conduct defined in this Administrative Policy, and in light of the City’s desire to maintain a respectful work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards set forth herein

(e.g., the City may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive, or if it does not meet the legal threshold of severe or pervasive, or creating or materially contributing to a hostile work environment).

Bad Faith and Intentionally False Complaints

While the City vigorously defends its employees' right to work in an environment that is free of harassment, discrimination, or retaliation, it also recognizes that false accusations of the same can have serious consequences.

All employees are advised that deliberately reporting a complaint made in bad faith, or deliberately reporting a complaint that is known to be false, may result in discipline up to and potentially including termination.

4.7.07. Additional Enforcement Information.

Employees who believe that they have been harassed, discriminated, or retaliated against may, at any time within one year of the incident, also file a complaint of discrimination with the federal Equal Employment Opportunity Commission and/or the California Department of Fair Employment and Housing. Each agency may investigate and process the complaint. Any finding of a violation may subject the violator to penalties and remedial measures that may include, but not necessarily be limited to, sanctions, fines, injunctions, reinstatement, back pay, and damages.

The City trusts that employees will act responsibly to further a work environment free of harassment, discrimination, or retaliation. The City encourages employees to ask questions regarding harassment, discrimination, or retaliation of their immediate supervisor or any other supervisor who they feel comfortable speaking with.

4.7.08. Training.

In accordance with Assembly Bill 1825 (*Sexual harassment: training and education*) and Assembly Bill 2053 (*Employment discrimination or harassment: education and training: abusive conduct*), the City requires supervisory employees to be trained on preventing sexual harassment and abusive conduct in the workplace every two years for at least two hours. All individuals appointed or promoted to supervisory positions shall be trained within six months of the appointment or promotion, if the individual is a new hire or was appointed or promoted from a non-supervisory position.

The City also requires non-supervisory employees to be trained on preventing sexual harassment in the workplace every two years for at least ~~two~~one hours. All individuals ~~holding in~~ non-supervisory positions shall be trained within six months of their hire ~~date of hire, or no later than March 31, 2019, whichever is later.~~

In accordance with Senate Bill 1343 and Senate Bill 778 (both titled *Employers: sexual harassment training: requirements*), the City requires seasonal and temporary employees, and any employees who are hired to work for less than six months, to complete the training required under this section within 30 calendar days after their hire date or within 100 hours worked, whichever occurs first.

In accordance with Assembly Bill 1661 (*Local government: sexual harassment prevention training and education*), the City requires members of the City Council and other local City officials to be trained on preventing sexual harassment within six months of taking office, and every two years thereafter, for at least two hours.

4.7.09. Administrative Policy Dissemination.

All employees, members of the City Council, and other local City officials shall be provided with and acknowledge receipt of a copy of this Administrative Policy as part of their initial orientation with the City and in conjunction with any training that they attend pursuant to Section 4.7.08 of this Administrative Policy.

4.7.10. Relationship to Federal and State Laws.

Where federal or state laws are more restrictive than or contradict this Administrative Policy, such laws shall take precedence. Where this Administrative Policy is more restrictive than federal or state laws, this Administrative Policy shall take precedence.

4.7.11. Attachments.

Attachment A, “Glossary of Terms and Acronyms,” is incorporated by reference.

City Council Adoption: ~~March-August XX, 2018~~2020

Attachment A, “Glossary of Terms and Acronyms”

Please contact your immediate supervisor, the Administrative Services Director/City Treasurer, the City Manager, or another supervisory employee if you have questions regarding these terms or acronyms, or if you are uncertain about what constitutes harassment, discrimination, retaliation, or other prohibited conduct under this Administrative Policy.

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING (CDFEH): The state agency responsible for enforcing California’s civil rights laws.

DISCRIMINATION: Action or conduct by which an employee is treated differently or less favorably than other similarly situated employees for the sole reason that he/she/they is a member of a legally protected category, associates with individual(s) in a legally protected category, or is perceived as being in a legally protected category.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC): The federal agency responsible for enforcing federal employment discrimination laws.

HARASSMENT: Verbal, visual, or physical conduct based on an employee’s membership or perceived membership in a legally protected category or association with an individual in a legally protected category that is sufficiently severe or pervasive to affect an employee’s work performance negatively or alter the conditions of employment and create an intimidating, hostile, or otherwise offensive working environment. For the purpose of this Administrative Policy, “harassment” includes “sexual harassment.”

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or computer images regarding an employee’s legally protected category. Harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a local City official, harassment by a subordinate, or harassment by third parties doing business with or for the City.

LEGALLY PROTECTED CATEGORY: Race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years, or any other basis protected by applicable federal, state, or local law, including association with individuals with one or more of these protected

characteristics or perception that an individual has one or more of these protected characteristics.

LOCAL CITY OFFICIAL: Any member of the Laguna Woods City Council and any elected local agency official.

RETALIATION: Taking adverse employment action against an employee because of (1) the employee's good faith opposition to, or reporting of, a practice that the employee believes to constitute employment discrimination, harassment, and/or retaliation, or (2) the employee's participation in an employment discrimination, harassment, and/or retaliation investigation, proceeding, or hearing.

Examples of conduct that can constitute protected activity include, but are not limited to, the following:

- i. Protected good faith opposition to, or reporting of, perceived or actual discrimination, harassment, and/or retaliation, or refusing to tolerate or engage in prohibited conduct, or threatening to file a complaint with any federal, state, or administrative city or court. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. Complaints or oppositions that are intentionally false and/or not made in good faith are not protected.
- ii. Protected participation such as filing a charge, testifying, assisting, or participating in an internal or administrative investigation, proceeding, or hearing, and/or litigation under federal or state statutes.

Examples of conduct that can constitute an adverse employment action include, but are not limited to, the following:

1. Adverse employment actions such as disciplinary actions, unwarranted negative performance evaluations, undesirable transfers, negative comments, unwarranted criticism, unwarranted exclusion from meetings or events, or undesirable change in work duties, unwarranted discipline, or any action that is taken because of the employee's good faith opposition to, or reporting of, harassment or discrimination, or because of the employee's participation in an employment discrimination or harassment investigation, proceeding, or hearing.

SEXUAL HARASSMENT: Conduct that constitutes an unwelcome sexual advance, proposition, or request for sexual favors or dating, or any verbal, visual, or physical conduct of a sexual nature. Sexual harassment occurs where:

- i. Submission to such conduct is made a term or condition of employment or relates to the conditional receipt of employment benefits, such as hiring, compensation, or advancement;
- ii. Submission to or rejection of such conduct is used as basis for making employment decisions affecting the individual; or
- iii. Such conduct is severe and pervasive to the extent that it has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment can occur between members of the same or opposite sex and need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a local City official, harassment by a subordinate, or harassment by third parties doing business with or for the City.

Examples of conduct that can constitute unlawful harassment or sexual harassment include, but are not limited to, the following:

1. Verbal harassment: Verbal sexual advances or propositions, jokes, epithets, derogatory comments or slurs, graphic commentaries about an individual's body or physical appearance, or other suggestive or offensive comments made on the basis of a legally protected category.
2. Physical harassment: Assault, unwanted touching, impeding or blocking movement, failure to respect reasonable norms of personal space, interference with normal work movement, massages, sitting on laps, or physical behavior of any type based on a legally protected category.
3. Visual harassment: Leering, derogatory gestures, inappropriate or offensive posters, notices, bulletins, cartoons, drawings, e-mails, content displayed from a computer or cellular telephone, or other depictions related to a legally protected category.

4. Sexual conduct: Unwelcome sexual advances or propositions, requests for sexual favors, requests for dates, verbal abuse of a sexual nature, verbal commentary about an individual's body, dress or appearance, sexually explicit jokes, sexually degrading language, suggestive or obscene communications, and other verbal, visual or physical conduct of a sexual nature.

SUPERVISOR: An employee with the authority to direct employees, address or respond to grievances, hire, transfer, suspend, layoff, recall, promote, discharge, assign, regard, or discipline other employees, or make such recommendations, if, in connection with the foregoing, the exercise of that authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

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6.8
STATE OF LOCAL EMERGENCY (COVID-19)
EXECUTIVE ORDER

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CITY OF LAGUNA WOODS

**EXECUTIVE ORDER OF THE DIRECTOR OF EMERGENCY SERVICES MAKING AND ISSUING
RULES AND REGULATIONS REGARDING THE TEMPORARY OUTDOOR OPERATION OF
CERTAIN BUSINESSES THAT ARE LOCATED WITHIN THE CITY OF LAGUNA WOODS**

NO. DES 2020-1-1

WHEREAS, Laguna Woods Municipal Code Section 7.04.050 designates the City Manager as the City’s Director of Emergency Services; and

WHEREAS, on June 30, 2020, the City Council adopted Resolution No. 20-31 continuing the effect of the proclamation of the existence of a local emergency that was issued by the Director of Emergency Services on March 19, 2020 and then ratified and continued in effect by the City Council on March 24, 2020 and May 11, 2020, on the basis of ongoing need for 60 days (through August 29, 2020) unless terminated prior to that date by the City Council pursuant to California Government Code Section 8630; and

WHEREAS, on July 9, 2020, the State of California Department of Public Health released a guidance document titled, “COVID-19 Industry Guidance: Restaurants providing outdoor dining, takeout, drive-through, and delivery,” with the stated purpose of supporting a “safe, clean environment for workers and customers”; and

WHEREAS, on July 20, 2020, the State of California Department of Public Health released a guidance document titled, “COVID-19 Industry Guidance: Hair Salon and Barbershop Services Provided Outdoors,” with a stated purpose of supporting “a safe, clean, outdoor environment for workers and customers”; and

WHEREAS, on July 20, 2020, the State of California Department of Public Health released a guidance document titled, “COVID-19 Industry Guidance: Expanded Personal Care Services Provided Outdoors,” with a stated purpose of supporting “a safe, clean environment for workers and customers”; and

WHEREAS, the aforementioned guidance from the State of California Department of Public Health has the practical effect of supporting the safe, clean, outdoor operation of certain businesses in Orange County, when operated in a manner consistent with applicable federal, state, and local laws, regulations, and orders; and

WHEREAS, as provided by Laguna Woods Municipal Code Section 7.04.060(a)(7), the Director of Emergency Services represents the City in all dealings with public or private agencies on matters pertaining to emergencies; and

WHEREAS, as provided by Laguna Woods Municipal Code Section 7.04.060(a)(9)(a), in the event of the proclamation of a local emergency, the Director of Emergency Services is empowered to “make and issue orders and regulations on matters reasonably related to the protection of life and property; provided, however, such orders and regulations must be confirmed as the earliest practicable time the City Council”; and

WHEREAS, the Director of Emergency Services believes and has concluded that this order, including the rules and regulations contained herein, are necessary for the protection of life and property in Laguna Woods.

NOW, THEREFORE, pursuant to California Government Code Section 8634 and Laguna Woods Municipal Code Section 7.04.060, the Director of Emergency Services hereby issues the following rules and regulations regarding the outdoor operation of certain businesses within the City of Laguna Woods:

- a. *Businesses that are located within the City of Laguna Woods and are subject to the following guidance documents released by the California Department of Public Health may temporarily operate outdoors in accordance with such guidance and applicable federal, state, and local laws, regulations, and orders, and subject to the City's approval of a special event permit for such operation.*
- *COVID-19 Industry Guidance: Restaurants providing outdoor dining, takeout, drive-through, and delivery (dated July 9, 2020 and as may be revised from time-to-time); or*
 - *COVID-19 Industry Guidance: Hair Salon and Barbershop Services Provided Outdoors (dated July 20, 2020 and as may be revised from time-to-time)*
 - *COVID-19 Industry Guidance: Expanded Personal Care Services Provided Outdoors (dated July 20, 2020 and as may be revised from time-to-time)*

Outdoor operation shall cease immediately upon such guidance from the California Department of Public Health, or order of the Orange County Health Officer, or the City's revocation of the special event permit, or the culmination of the state of local emergency currently adopted by Resolution No. 20-31, or the termination or expiration of this order, whichever comes first.

All such businesses operating outdoors must still observe the following protocols:

1. *Perform a detailed risk assessment and create a site-specific protection plan*
2. *Train employees on how to limit the spread of COVID-19. This includes how to screen themselves for symptoms and when to stay home.*
3. *Set up individual control measures and screenings*
4. *Put disinfection protocols in place*
5. *Establish physical distancing guidelines*

This order does not apply to businesses unlawfully operating within the City.

- b. *With respect to the City's special event permit requirements for purposes of this order:*
- *Laguna Woods Municipal Code Section 7.20.040(a), which requires applications for special event permits to be filed no less than 15 business days prior to the event, is reduced to five (5) business days, and the time for the City Manager to act on the application is reduced from 10 business days to three (3) business days after the application is determined to be complete.*
 - *Laguna Woods Municipal Code Section 7.20.050(f), which requires the payment of application fees for special events, is waived.*
 - *Laguna Woods Municipal Code sections 7.20.140(a) and 7.20.140(b), both of which pertain to time and duration limits for special events, are waived.*

The aforementioned modifications and waivers of the Laguna Woods Municipal Code shall cease immediately upon the culmination of the state of local emergency currently adopted by Resolution No. 20-31, or the termination or expiration of this order, whichever comes first.

Violation of any provision of these rules and regulations is declared to be an infraction, enforceable under California Government Code Section 36900(b) and Laguna Woods Municipal Code Section 1.04.010.

These rules and regulations shall be forwarded to the City Council for the City of Laguna Woods at the earliest practicable time, as required by Laguna Woods Municipal Code Section 7.04.060(a)(9)(a).

COPY

Christopher Macon, City Manager
Director of Emergency Services
City of Laguna Woods

July 22, 2020
Date

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6.9
FISCAL YEARS 2020-30 PAVEMENT
MANAGEMENT PLAN

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RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM, AND ADOPTING A PAVEMENT MANAGEMENT PLAN FOR FISCAL YEARS 2020-21 THROUGH 2029-30

WHEREAS, the City is required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority in order to remain eligible to receive Measure M2 funds; and

WHEREAS, the City is required to adopt and update a Pavement Management Plan, using the required format, regarding the status of road pavement conditions and implementation of the Pavement Management Plan on a biennial basis; and

WHEREAS, the City is required to provide a Pavement Management Plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads; and

WHEREAS, the Pavement Management Plan was last adopted and updated by the City Council on June 17, 2020; and

WHEREAS, the Orange County Transportation Authority has requested that the June 17, 2020 Pavement Management Plan be amended to include certain additional information; and

WHEREAS, the City Engineer/City Traffic Engineer has updated the Pavement Management Plan (including as requested by the Orange County Transportation Authority) and recommends that the City Council adopt the same to fulfill the Measure M2 update requirement.

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

SECTION 1. The City Council does hereby inform the OCTA that:

- a) The Pavement Management Plan is in conformance with the Pavement Management Plan Submittal Template provided in the Countywide Pavement Management Plan Guidelines.
- b) The City hereby adopts a Pavement Management Plan and will provide an updated Pavement Management Plan report, using the required format, to the Orange County Transportation Authority as requested. The updated Pavement Management Plan is attached hereto as Exhibit A. The Pavement Management Plan attached hereto as Exhibit A replaces and supersedes all previous Pavement Management Plans.
- c) Consistent with the City Council’s previous action on June 17, 2020, the City Engineer/City Traffic Engineer remains authorized to sign the Pavement Management Plan certification form.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2020.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-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 2020, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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AUGUST 2020

CITY OF LAGUNA WOODS



PAVEMENT MANAGEMENT PLAN

Fiscal Years 2020-21 through 2029-30

June 17, 2020

Amended August 19, 2020

Prepared by NV5/CivilSource, Inc.

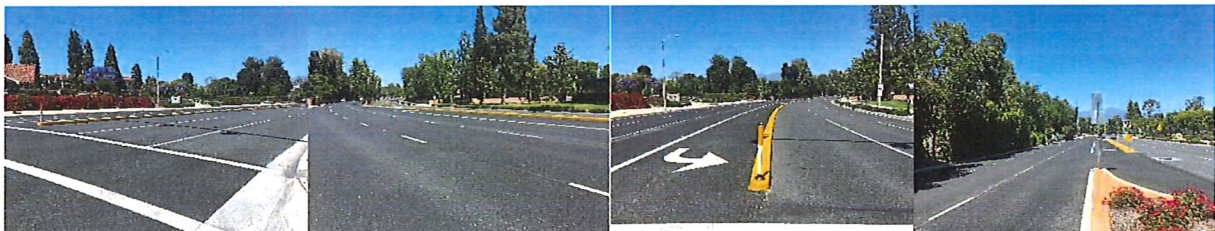


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I. PAVEMENT MANAGEMENT PLAN CERTIFICATION

The City of Laguna Woods certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M2.

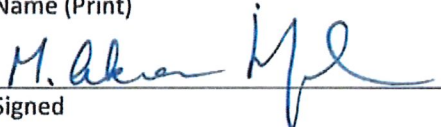
This plan was developed by NV5/CivilSource & Marker Geospatial using Paver, a pavement management system, confirming to American Society of Testing and Materials (ASTM) Standard D6433, and contains, at a minimum, the following elements:

- Inventory of MPAH and local routes reviewed and updated biennially. The last update of the inventory was completed on February 2020 for Arterial (MPAH) streets and February 2020 or local streets.
- Assessment of pavement condition for all routes in the system, updated biennially. The last field review of pavement condition was completed on February 2020.
- Percentage of all sections of pavement needing:
 - Preventative Maintenance: 18.5%
 - Rehabilitation: 9.6%
 - Reconstruction: 0%
- Budget needs for Preventative Maintenance, Rehabilitation, and/or Reconstruction of deficient sections of pavement for:
 - Current biennial period \$1,553,198
 - Following biennial period \$1,354,078
- Funds budgeted or available for Preventative Maintenance, Rehabilitation, and/or Reconstruction:
 - Current biennial period \$465,700
 - Following biennial period \$619,600
- Backlog by year of unfunded pavement rehabilitation, restoration, and reconstruction needs.
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan (with Mirco Paver or StreetSaver compatible files) has been, or will be, submitted with the certification statement.

A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted By:

M. Akram Hindiyeh
 Name (Print)

 Signed
 City Engineer
 Title (Public Works Director and/or City Engineer)

City of Laguna Woods
 Jurisdiction
6/26/2020
 Date

II. EXECUTIVE SUMMARY

The City of Laguna Woods (City) uses pavement management software to manage its street network and comply with Measure M (OC Go) eligibility requirements. MicroPAVER was used to develop this Pavement Management Plan (PMP).

The City's entire street network (approximately 10.17 centerline miles across 47 pavement sections) was surveyed to develop this PMP. The surveys were completed and recorded in MicroPAVER. The following table summarizes the lengths and area of the City's street network.

Laguna Woods Street Network Summary

Network ID	Branch ID	Street Name	Sections	Miles	Area (SF)
LW 2014	C080001	El Toro Road	22	4.92	1,143,310
LW 2014	C080002	Moulton Parkway	14	3.37	721,443
LW 2014	C080003	Ridge Route Drive	1	0.07	7,350
LW 2014	C080004	Santa Maria Avenue	10	1.81	293,912
Total			47	10.17	2,166,015

All roadways within the City's street network are classified as Master Plan of Arterial Highways (MPAH) roadways.

As of February 2020, the overall condition of the City's street network is "**very good**," with an average Pavement Condition Index (PCI) of **86.17**. The actual pavement condition index for each section is detailed in the attachments.

Several potential work plans have been developed to demonstrate the effect of various funding scenarios on the condition of the City's street network. OCTA requires the PMP to project the PCI of the street network, under the expected funding levels for the next seven fiscal years. However, for the City's budgeting and long-range planning purposes, this PMP projects all the different alternatives for the next ten fiscal years.

All scenarios modeled in this PMP assume that annual projects would consist of cold milling (grinding) approximately 2-inches of the existing asphalt concrete pavement and repaving the full pavement width with rubberized asphalt.

Existing Budget Scenario:

The existing budget scenario assumes targeted maintenance focused on improving the pavement sections with annual funding of approximately \$265K and in no case more than \$325K. The proposed capital improvement program list for this scenario is attached as Appendix 2. It details the proposed improvements and the estimated cost for each project.

The estimated funding required to implement this scenario over the next seven fiscal years would be approximately \$1.85M. The estimated funding required to implement this scenario over the next ten fiscal years would be approximately \$2.65M. The following table provides the annual funding amounts and the related PCI of the network.

*PROJECTED ANNUAL PCI CONDITION UNDER
EXISTING FUNDING*

Fiscal Year	Current Funding	Entire Network PCI	MPAH PCI	Local PCI
Today		86.17	86.17	N/A
2020-21	\$195,100	85.48	85.48	N/A
2021-22	\$270,600	84.86	84.86	N/A
2022-23	\$309,800	84.39	84.39	N/A
2023-24	\$309,800	83.82	83.82	N/A
2024-25	\$270,600	84.07	84.07	N/A
2025-26	\$244,200	83.36	83.36	N/A
2026-27	\$253,100	82.29	82.29	N/A
2027-28	\$240,900	80.45	80.45	N/A
2028-29	\$238,200	78.60	78.60	N/A
2029-30	\$320,800	76.76	76.76	N/A

Funding Level for Maintaining Existing PCI Scenario:

The maintaining existing PCI scenario assumes actions are taken to maintain an average entire network PCI of 86.17.

The estimated funding required to implement this scenario over the next seven fiscal years would be approximately \$2.8M. The estimated funding required to implement this scenario over the next ten fiscal years would be approximately \$3.85M. Due to the scope and cost of work required, the annual funding amounts would vary per year.

Funding Level to Improve PCI Scenario:

The improve PCI scenario assumes actions are taken to improve the entire network PCI above the existing PCI of 86.17.

The estimated funding required to implement this scenario over the next seven fiscal years would be approximately \$2.96M. The estimated funding required to implement this scenario over the next ten fiscal years would be approximately \$3.52M. Due to the scope and cost of work required, the annual funding amounts would vary per year.

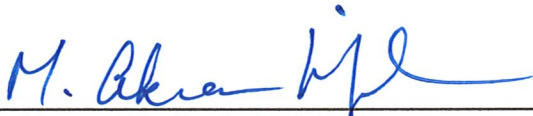
Conclusion:

The overall condition of the City's street network is "very good". In order to maintain the street network in a "good" condition or above; it is recommended that the City Council consider prioritizing funding for the pavement management plan projects as detailed in the proposed capital improvement program list for the existing budget scenario (Appendix 2). The estimated funding required for fiscal years 2020-21 and 2021-22 would be \$195K and \$270K respectively.

In accordance with OCTA requirements, the next update of this pavement management plan must occur in Fiscal Year 2021-22 for a minimum planning period spanning fiscal years 2022-23 through 2028-29.

City Engineer's Certification:

I, the undersigned, hereby certify that this Pavement Management Plan was developed using MicroPAVER, conforming to American Society for Testing and Materials (ATSM) Standard D6433, and contains, at a minimum, all of the elements required by the Orange County Transportation Authority's Countywide Pavement Management Plan Guidelines.



M. Akram Hindiyeh, PE, TE
City Engineer/City Traffic Engineer
City of Laguna Woods

III. BACKGROUND:

PAVEMENT MANAGEMENT PLAN

As described in the Orange County Transportation Authority's (OCTA) Countywide Pavement Management Plan Guidelines (April 2018), a pavement management plan "is a plan to manage the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads."

In order to remain eligible for Measure M (OC Go) funds, the City is required to update its pavement management plan on a biennial basis. For countywide consistency, OCTA requires that pavement management plans be developed using either MicroPAVER or StreetSaver software. The City has used MicroPAVER since 2010. Both programs are similar and rate pavement on a Pavement Condition Index (PCI) scale.

Pavement Condition Index (PCI) Scale

PCI Range	Pavement Quality	Pavement Conditions
86-100	Very Good	The pavement is new or almost new; it is structurally sound. It will not require significant improvement for some time.
76-85	Good	The pavement is in good shape but has some surface defects; it is generally structurally sound. It will require some routine maintenance, over the next few years.
61-75	Fair	The pavement has a number of defects such as cracking, raveling, patching, etc.; it is beginning to become structurally deficient. It will require immediate maintenance or repair.
41-60	Poor	The pavement has significant defects such as major cracking, significant surface distortions; it is structurally deficient. It requires immediate rehabilitation or reconstruction.
0-40	Very Poor	The pavement has major defects; it is structurally inadequate. It requires major rehabilitation or reconstruction.

NV5/CivilSource, Inc. has updated the City's pavement management plan since 2014. For the current pavement management plan update, the City's entire street network (approximately 10.17 centerline miles across 47 pavement sections) was surveyed via visual inspection by a Marker Geospatial certified inspector in February 2020 and subsequently recorded in MicroPAVER. The report was prepared by the City Engineer (NV5/CivilSource, Inc.).

The following table summarizes the lengths and area of the City's street network:

Laguna Woods Street Network Summary

Network ID	Branch ID	Street Name	Sections	Miles	Area (SF)
LW 2018	C080001	El Toro Road	22	4.92	1,143,310
LW 2018	C080002	Moulton Parkway	14	3.37	721,443
LW 2018	C080003	Ridge Route Drive	1	0.07	7,350
LW 2018	C080004	Santa Maria Avenue	10	1.81	293,912
Total			47	10.17	2,166,015

The City's street network contains approximately 10.17 centerline miles and measures approximately 2.18 million square feet. The total cost to replace the City's street network is estimated at \$13.5 million. All roadways within the City's street network are classified as Master Plan of Arterial Highways (MPAH) roadways.

The basic steps involved in updating the pavement management plan include:

1. Inventory and identification of the types of street pavement in the City
2. Determination of the current condition of the City's streets by visual inspection
3. Identification of budget needs for the present time and for future years
4. Recommendations for future maintenance and rehabilitation based on constrained funding and maintenance and preservation goals

Although pavement management plans can produce annual project selection guidelines and budget recommendations, they are only a general management tool and are not intended to replace sound engineering judgment. Project selection should not be made solely based on the results of the pavement management plan.

It is important to note that the budget estimates contained in this pavement management plan include the estimated costs for engineering design, construction management, and inspection, in addition to the cost for the physical construction of the pavement. The cost of miscellaneous repairs during street rehabilitation, such as sidewalk, curb, gutter, and ramp repairs, are not included in budget estimates. More accurate engineering estimate would be provided at the design stage of each project.

IV. CURRENT PAVEMENT CONDITION (PCI):

In this pavement management plan, current pavement condition is represented on a PCI that uses a scale of 0-100 to rate pavement with 0 being the worst, or unusable, and 100 being the best, or new pavement.

As of February 2020, the overall condition of the City's street network is "very good," with an average PCI of 86.17.

Laguna Woods Existing PCI Summary

Street Name*	PCI as of February 2020
El Toro Road	85.55
Moulton Parkway	82.57
Ridge Route Drive	95.00
Santa Maria Avenue	91.70
Average Network PCI	86.17

Note: All roadways within the City network are classified as Master Plan of Arterial Highways (MPAH) roadways.

Current Pavement Preservation and Rehabilitation Strategies:

The City's pavement preservation and rehabilitation strategy consists of cold milling (grinding) approximately 2-inches of the existing asphalt concrete pavement and repaving the full pavement width with rubberized asphalt. All scenarios modeled in this pavement management plan assume that annual projects would consist of this level of work.

V. PROJECTED PAVEMENT CONDITIONS (PCI):

OCTA requires the pavement management plan to project the PCI of the street network, under the expected funding levels for the next seven fiscal years. However, for the City's budgeting and long-range planning purposes, this pavement management plan projects alternatives for the next ten fiscal years.

Existing Budget Scenario:

The existing budget scenario assumes targeted maintenance focused on improving the pavement sections with annual funding of approximately \$265K and in no case more than \$325K. The proposed capital improvement program list for this scenario is attached as Appendix 2. It details the proposed improvements and the estimated cost for each project.

The estimated funding required to implement this scenario over the next seven fiscal years would be approximately \$1.85M. The estimated funding required to implement this scenario over the next ten fiscal years would be approximately \$2.65M. The following table provides the annual funding amounts and the related PCI of the network.

PROJECTED ANNUAL PCI CONDITION UNDER EXISTING FUNDING

Fiscal Year	Current Funding	Entire Network PCI	MPAH PCI	Local PCI
Today		86.17	86.17	N/A
2020-21	\$195,100	85.48	85.48	N/A
2021-22	\$270,600	84.86	84.86	N/A
2022-23	\$309,800	84.39	84.39	N/A
2023-24	\$309,800	83.82	83.82	N/A
2024-25	\$270,600	84.07	84.07	N/A
2025-26	\$244,200	83.36	83.36	N/A
2026-27	\$253,100	82.29	82.29	N/A
2027-28	\$240,900	80.45	80.45	N/A
2028-29	\$238,200	78.60	78.60	N/A
2029-30	\$320,800	76.76	76.76	N/A

Project-specific details are included in the proposed capital improvement program list for the existing budget scenario (Appendix 2).

VI. ALTERNATIVE FUNDING LEVELS:

Maintain Existing Average Network PCI Scenario:

The maintaining existing PCI scenario assumes actions are taken to maintain an average entire network PCI of 86.17.

The overall existing condition of the City’s street network is “very good,” with an average PCI of 86.17. Due to the small number of street sections and high level of pavement quality, it is difficult to maintain this high-quality PCI.

The estimated funding required to implement this scenario over the next seven fiscal years would be approximately \$2.8M. The estimated funding required to implement this scenario over the next ten fiscal years would be approximately \$3.85M. Due to the scope and cost of work required, the annual funding amounts would vary per year.

*REQUIRED FUNDING TO MAINTAIN EXISTING
AVERAGE PCI CONDITION*

Fiscal Year	Current Funding	Entire Network PCI	MPAH PCI	Local PCI
Today		86.17	86.17	N/A
2020-21	\$427,900	86.59	86.59	N/A
2021-22	\$397,900	86.35	86.35	N/A
2022-23	\$430,200	86.61	86.61	N/A
2023-24	\$395,700	86.49	86.49	N/A
2024-25	\$416,700	87.50	87.50	N/A
2025-26	\$431,900	86.94	86.94	N/A
2026-27	\$265,100	85.87	85.87	N/A
2027-28	\$358,800	85.64	85.64	N/A
2028-29	\$382,700	85.27	85.27	N/A
2029-30	\$344,000	85.11	85.11	N/A

Improve Average Network PCI Scenario:

The improve PCI scenario assumes actions are taken to improve the entire network PCI above the existing PCI of 86.17.

The overall existing condition of the City’s street network is “very good,” with an average PCI of 86.17. Due to the small number of street sections and high level of pavement quality, it is difficult to maintain this high-quality PCI.

The estimated funding required to implement this scenario over the next seven fiscal years would be approximately \$2.96M. The estimated funding required to implement this scenario over the next ten fiscal years would be approximately \$3.52M. Due to the scope and cost of work required, the annual funding amounts would vary per year.

*REQUIRED FUNDING TO IMPROVE EXISTING
AVERAGE PCI CONDITION*

Fiscal Year	Current Funding	Entire Network PCI	MPAH PCI	Local PCI
Today		86.17	86.17	N/A
2020-21	\$449,600	86.69	86.69	N/A
2021-22	\$452,700	86.91	86.91	N/A
2022-23	\$420,500	87.09	87.09	N/A
2023-24	\$452,500	87.35	87.35	N/A
2024-25	\$298,600	87.59	87.59	N/A
2025-26	\$440,600	87.91	87.91	N/A
2026-27	\$448,700	87.68	87.68	N/A
2027-28	\$213,500	86.50	86.50	N/A
2028-29	\$309,800	86.28	86.28	N/A
2029-30	\$30,900	84.45	84.45	N/A

VII. BACKLOG OF PAVEMENT MAINTENANCE NEEDS:

The following table shows the funding backlog for the various alternatives:

Current and Projected Backlog by Year of Pavement Maintenance Needs

Fiscal Year	Current Funding Backlog	Maintain PCI Backlog	Improve PCI Backlog
Current			
2020-21	\$662,502	\$452,542	\$452,542
2021-22	\$762,129	\$419,871	\$392,456
2022-23	\$1,243,241	\$722,314	\$657,696
2023-24	\$1,365,995	\$720,640	\$642,159
2024-25	\$1,194,226	\$369,012	\$241,395
2025-26	\$1,745,783	\$964,524	\$447,895
2026-27	\$2,143,138	\$1,033,199	\$345,736

VIII. CENTERLINE MILEAGE:

The following table summarizes the lengths and area of the City’s street network:

Laguna Woods Street Network Summary

Network ID	Branch ID	Street Name	Sections	Miles	Area (SF)
LW 2018	C080001	El Toro Road	22	4.92	1,143,310
LW 2018	C080002	Moulton Parkway	14	3.37	721,443
LW 2018	C080003	Ridge Route Drive	1	0.07	7,350
LW 2018	C080004	Santa Maria Avenue	10	1.81	293,912
Total			47	10.17	2,166,015

IX. PERCENTAGE OF NETWORK BY CONDITION CATEGORY:

Percentage of Network in Each of Five Condition Categories

Condition Range	PCI Range (0-100)	Network (Rank)*	Pavement Area (Sq Ft)	Pavement Area (%)	Pavement Centerline (miles)	Pavement Centerline (%)	Section Count
Very Good	86-100	MPAH	1,197,741	55.3%	5.67	55.90%	26
Good	75-85	MPAH	759,578	35.10%	3.51	34.60%	17
Fair	60-74	MPAH	208,696	9.60%	0.96	9.50%	4
Poor	41-59	MPAH	0	0.00%	0	0.00%	0
Very Poor	0-40	MPAH	0	0.00%	0	0.00%	0

All roadways within the City’s street network are classified as Master Plan of Arterial Highways (MPAH) roadways.

X. REDUCTION IN LOCAL MATCH:

A local agency match reduction of 10% of the eligible cost for projects submitted for consideration of funding through the Comprehensive Transportation Funding Programs (CTFP) call for projects is available if the local agency either:

- a. Shows measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system

improvement of one PCI point with no reduction in the overall weighted (by area) average PCI in the MPAH or local street categories;

OR

- b. Have road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in "good condition".

This pavement management plan demonstrates that the City is eligible for a local agency match reduction based on having road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in "good condition".

XI. CONCLUSION:

The overall condition of the City's street network is "**very good**". In order to maintain the street network in a "good" condition or above; it is recommended that the City Council consider prioritizing funding for the pavement management plan projects as detailed in the proposed capital improvement program list for the existing budget scenario (Appendix 2). The estimated funding required for fiscal years 2020-21 and 2021-22 would be \$195K and \$270K respectively.

In accordance with OCTA requirements, the next update of this pavement management plan must occur in Fiscal Year 2021-22 for a minimum planning period spanning fiscal years 2022-23 through 2028-29.

APPENDICES

1. Branch & Section Condition Report
2. Proposed Capital Improvement Program List – Existing Budget Scenario
3. Quality Assurance/Quality Control Plan

APPENDIX 1 Branch & Section Condition Report

Network ID	Branch ID	Name	Section ID	From	To	Surface	Last Inspection Date	PCI
LW	C080001	EL TORO ROAD	14245 E	584' W / ALISO CREEK ROAD	ALISO CREEK ROAD	AAC	2/23/2020	87
LW	C080001	EL TORO ROAD	14383 E	ALISO CREEK ROAD	CALLE CORTA	AAC	2/23/2020	89
LW	C080001	EL TORO ROAD	14247 E	CALLE CORTA	TANAGER LANE	AAC	2/23/2020	84
LW	C080001	EL TORO ROAD	14249 E	TANAGER LANE	CANYON WREN LANE	AAC	2/23/2020	89
LW	C080001	EL TORO ROAD	14251 E	CANYON WREN LANE	CALLE SONORA	AAC	2/23/2020	87
LW	C080001	EL TORO ROAD	14253 E	CALLE SONORA	HOME DEPOT / TOWN CENTER	AAC	2/23/2020	80
LW	C080001	EL TORO ROAD	14255 E	HOME DEPOT/TOWN CENTER	MOULTON PKWY	AAC	2/23/2020	86
LW	C080001	EL TORO ROAD	14257 E	MOULTON PKWY	WILLOW CENTER	AAC	2/23/2020	93
LW	C080001	EL TORO ROAD	14261 E	WILLOW CENTER	CHURCHES INTERSECTION	AAC	2/23/2020	84
LW	C080001	EL TORO ROAD	14263 E	CHURCHES INTERSECTION	AVENIDA SEVILLA	AAC	2/23/2020	95
LW	C080001	EL TORO ROAD	14259 E	AVENIDA SEVILLA	PASEO DE VALENCIA	AAC	2/23/2020	95
LW	C080001	EL TORO ROAD	14260 W	PASEO DE VALENCIA	AVENIDA SEVILLA	AAC	2/23/2020	95
LW	C080001	EL TORO ROAD	14264 W	AVENIDA SEVILLA	CHURCHES INTERSECTION	AAC	1/1/2020	100
LW	C080001	EL TORO ROAD	14262 W	CHURCHES INTERSECTION	WILLOW CENTER	AAC	1/1/2020	100
LW	C080001	EL TORO ROAD	14258 W	WILLOW CENTER	MOULTON PKWY	AAC	2/23/2020	67
LW	C080001	EL TORO ROAD	14256 W	MOULTON PKWY	HOME DEPOT/TOWN CENTER	AAC	2/23/2020	74
LW	C080001	EL TORO ROAD	14254 W	HOME DEPOT / TOWN CENTER	CALLE SONORA	AAC	2/23/2020	77
LW	C080001	EL TORO ROAD	14252 W	CALLE SONORA	CANYON WREN LN	AAC	2/23/2020	77
LW	C080001	EL TORO ROAD	14250 W	CANYON WREN LN	TANAGER LN	AAC	2/23/2020	76
LW	C080001	EL TORO ROAD	14248 W	TANAGER LN	CALLE CORTA	AAC	2/23/2020	86
LW	C080001	EL TORO ROAD	15043 W	CALLE CORTA	ALISO CREEK RD	AAC	2/23/2020	78
LW	C080001	EL TORO ROAD	12246 W	ALISO CREEK RD	528' SW/ALISO CREEK	AAC	2/23/2020	78
LW	C080002	MOULTON PARKWAY	16004 S	SANTA MARIA	GATE NO.12	AAC	2/23/2020	97
LW	C080002	MOULTON PARKWAY	16002 S	GATE NO.12	EL TORO RD	AAC	2/23/2020	91
LW	C080002	MOULTON PARKWAY	16006 S	EL TORO RD	VIA CAMPO VERDE	AAC	2/23/2020	83
LW	C080002	MOULTON PARKWAY	16000 S	VIA CAMPO VERDE	CALLE CORTEZ	AAC	2/23/2020	80
LW	C080002	MOULTON PARKWAY	15998 S	CALLEZ CORTEZ	VIA IGLESIA	AAC	2/23/2020	77
LW	C080002	MOULTON PARKWAY	15994 S	VIA IGLESIA	CALLE ARAGON	AAC	2/23/2020	81
LW	C080002	MOULTON PARKWAY	15996 S	CALLE ARAGON	CITY LIMITS 738' S/CALLE ARAGON	AAC	2/23/2020	80

LW	C080002	MOULTON PARKWAY	15995 N	CITY LIMITS 738' S/CALLE ARAGON	CALLE ARAGON	AAC	2/23/2020	73
LW	C080002	MOULTON PARKWAY	15997 N	CALLE ARAGON	VIA IGLESIA	AAC	2/23/2020	75
LW	C080002	MOULTON PARKWAY	15993 N	VIA IGLESIA	CALLE CORTEZ	AAC	2/23/2020	84
LW	C080002	MOULTON PARKWAY	15999 N	CALLE CORTEZ	VIA CAMPO VERDE	AAC	2/23/2020	66
LW	C080002	MOULTON PARKWAY	16005 N	VIA CAMPO VERDE	EL TORO RD	AAC	2/23/2020	80
LW	C080002	MOULTON PARKWAY	16001 N	EL TORO RD	GATE NO.12	AAC	2/23/2020	94
LW	C080002	MOULTON PARKWAY	16003 N	GATE NO.12	SANTA MARIA	AAC	2/23/2020	95
LW	C080003	RIDGE ROUTE DRIVE	22338 E	MOULTON PARKWAY	350' E / MOULTON PARKWAY	AAC	2/23/2020	95
LW	C080004	SANTA MARIA AVENUE	24037 E	BC OF AVENIDA SOSIEGA	SANTA VITTORIA	AAC	2/23/2020	95
LW	C080004	SANTA MARIA AVENUE	24039 E	SANTA VITTORIA	WESTERN LAGUNA HILLS CITY LIMIT	AAC	2/23/2020	94
LW	C080004	SANTA MARIA AVENUE	24671 LH E	WESTERN LAGUNA HILLS CITY LIMIT	WEST OF VIA VISTA / LH CITY LIMIT	AAC	2/23/2020	94
LW	C080004	SANTA MARIA AVENUE	22673 E	WEST OF VIA VISTA / LH CITY LIMIT	SAN REMO DRIVE	AAC	2/23/2020	95
LW	C080004	SANTA MARIA AVENUE	22675 E	SAN REMO DRIVE	MOULTON PARKWAY	AAC	2/23/2020	78
LW	C080004	SANTA MARIA AVENUE	22676 W	MOULTON PARKWAY	SAN REMO DRIVE	AAC	2/23/2020	89
LW	C080004	SANTA MARIA AVENUE	22674 W	SAN REMO DRIVE	WEST OF VIA VISTA / LH CITY LIMITS	AAC	2/23/2020	93
LW	C080004	SANTA MARIA AVENUE	22034 LH W	WEST OF VIA VISTA / LH CITY LIMIT	WESTERN LAGUNA HILLS CITY LIMIT	AAC	2/23/2020	92
LW	C080004	SANTA MARIA AVENUE	24036 W	WESTERN LAGUNA HILLS CITY LIMIT	SANTA VITTORIA	AAC	2/23/2020	95
LW	C080004	SANTA MARIA AVENUE	24038 W	SANTA VITTORIA	BC OF AVENIDA SOSIEGA	AAC	2/23/2020	92

Average 86.17

**APPENDIX 2
Proposed Capital Improvement Program List – Existing Budget Scenario**

Project Title	Project Cost	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28	Fiscal Year 2028-29	Fiscal Year 2029-30
Pavement Management Plan Project (Eastbound El Toro Road between Church Intersection and Moulton Parkway, Westbound El Toro Road between Willow Tree Center and Moulton Parkway)	\$ 195,100	\$ 195,100									
Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)	\$ 270,600	\$ 270,600									
Pavement Management Plan Project (Southbound Moulton Parkway between Calle Cortez and Via Iglesia)	\$ 147,000	\$ 147,000									
Pavement Management Plan Project (Southbound Moulton Parkway between Via Iglesia and Calle Aragón)	\$ 67,400	\$ 67,400									
Pavement Management Plan Project (Southbound Moulton Parkway between Calle Aragón and City Limits)	\$ 95,400	\$ 95,400									
Pavement Management Plan Project (Northbound Moulton Parkway between City Limits and Calle Aragón)	\$ 96,600	\$ 96,600									
Pavement Management Plan Project (Northbound Moulton Parkway between Calle Aragón and Via Iglesia)	\$ 66,200	\$ 66,200									
Pavement Management Plan Project (Northbound Moulton Parkway between Via Iglesia and Calle Cortez)	\$ 147,000	\$ 147,000									
Pavement Management Plan Project (Northbound Moulton Parkway between Calle Cortez and Via Campo Verde)	\$ 270,600	\$ 270,600									
Pavement Management Plan Project (Westbound El Toro Road between Calle Corta and Aliso Creek Road)	\$ 169,200	\$ 169,200									
Pavement Management Plan Project (Westbound El Toro Road between Aliso Creek Road and West City Limit)	\$ 75,000	\$ 75,000									
Pavement Management Plan Project (Eastbound El Toro Road between West City Limit and Calle Corta)	\$ 253,100	\$ 253,100									
Pavement Management Plan Project (Westbound El Toro Road between Moulton Parkway and Calle Sonora)	\$ 240,900	\$ 240,900									
Pavement Management Plan Project (Westbound El Toro between Calle Sonora and Canyon Wren)	\$ 238,200	\$ 238,200									
Pavement Management Plan Project (Westbound El Toro Road between Canyon Wren and Tanager)	\$ 320,800	\$ 320,800									
TOTAL	\$ 2,653,100	\$ 195,100	\$ 270,600	\$ 309,800	\$ 309,800	\$ 270,600	\$ 244,200	\$ 253,100	\$ 240,900	\$ 238,200	\$ 320,800

APPENDIX 3

QUALITY ASSURANCE / QUALITY CONTROL PLAN

QUALITY ASSURANCE / QUALITY CONTROL PLAN

City of Laguna Woods
Pavement Management Plan Update



June 2020

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1. INTRODUCTION

The City of Laguna Woods appointed their City Engineer to update the City pavement management plan for 2020. Marker Geospatial's inspectors performed the pavement distress inspection. The entire street network is approximately 10.7 section centerline. All the roads within the City of Laguna Woods are classified as Master Plan of Arterial Highways (MPAH) roadways. The City's streets are all asphalt paved streets, and no concrete roadways exist within the city.

The need for quality control is paramount when performing data collection in any field, as it is essential for accurate planning, analysis, and design. This is particularly true for collecting pavement distress data for a pavement management system. Marker Geospatial will follow the condition inspection procedures as developed by the US Army Corps of Engineers, and as required by Orange County Transportation Authority (OCTA).

1.1 Objectives

This Quality Control Plan (QCP) establishes minimum quality standards for performance and procedures for updates of the pavement management system. This document constitutes a formal QCP for the City of Laguna Woods. It is specifically prepared for the purpose of updating the pavement management system. The focus is on the collection of network-level pavement distress data. This document also addresses the QCP requirements of the Orange County Transportation Authority (OCTA)'s "Countywide Pavement Management Program - Guidelines Manual" (Section 2.4), adopted in April 2020.

2. QUALITY CONTROL PLAN

2.1 Condition Survey Procedures

The governing document in performing condition surveys for the City of Laguna Woods is ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys." Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol. The following distresses are collected for each pavement type.

AC Pavements

- | | |
|--|---------------------------------------|
| 1. Alligator (fatigue) cracking | 11. Patching and utility cut patching |
| 2. Bleeding | 12. Polished aggregate |
| 3. Block cracking | 13. Potholes |
| 4. Bumps and sags | 14. Railroad crossing |
| 5. Corrugation | 15. Rutting |
| 6. Depression | 16. Shoving |
| 7. Edge cracking | 17. Slippage cracking |
| 8. Joint reflection cracking | 18. Swell |
| 9. Lane/Shoulder drop off | 19. Weathering |
| 10. Longitudinal & transverse cracking | 20. Raveling |

PCC Pavements (Jointed)

- | | |
|--------------------------------------|---------------------------------------|
| 1. Blowup/buckling | 10. Polished aggregate |
| 2. Corner breaks | 11. Popouts |
| 3. Divided slab | 12. Pumping |
| 4. Durability ("D") cracking | 13. Punchout |
| 5. Faulting | 14. Railroad crossing |
| 6. Joint seal damage | 15. Scaling, map cracking and crazing |
| 7. Lane/shoulder drop off | 16. Shrinkage cracks |
| 8. Linear cracking | 17. Spalling (corner) |
| 9. Patching (large) and utility cuts | 18. Spalling (Joint) |

All the streets within the City of Laguna Woods are asphalt paved and there are no PCC roadways; therefore, the distress types are limited to the AC distresses. Surveys are performed as walking surveys, and a minimum 10% sampling rate is utilized. Since all the streets within the City of Laguna Woods are classified as MPAH, the field personnel are composed of two-person crews for their safety.

The sample units selected will be representative of the entire pavement section. This assumes that the section is homogenous. If it is not homogeneous, then the section will be split according to the following criteria:

- Pavement condition
- Construction age and/or Maintenance history, if known
- Traffic volumes and/or functional classification
- Surface types (i.e., AC or PCC)
- Geometric elements (e.g., widths)

Any modifications to the section inventory data are documented in the pavement management report.

A sample unit will be between $2,500 \pm 1,000$ square feet in conformance with ASTM 06433 protocols. Typical sample unit dimensions are 100 feet long by the width of the street. Streets that are wider than 40 feet wide will have shorter lengths (generally 50 feet) or if they are divided by a raised median, separate sample units will be taken in each direction.

Any pavement areas that are not representative of the section will be noted and surveyed as an additional sample unit.

2.2 Accuracy Required for Data Collection

The accuracy required for data collection has two components, both of which are further described in the paragraphs below.

- Random and Systemic Re-Inspections
- Prestressed Concrete Institute (PCI) Comparisons with Past Surveys

2.2.1 Random and Systematic Re-Inspections

A minimum of 5% of the total sample units will be re-inspected and this 5% will be selected based on both a random and systematic basis. All re-inspections are made by an engineer or inspector other than the original inspector.

Random Re-Inspections

Random re-inspections will include a representative selection across the following categories:

- Functional classes (e.g., arterials, collectors, locals)
- Surface types (i.e., AC or PCC)
- Pavement conditions (i.e., good, fair, poor)
- Inspectors
- Geographical areas, if applicable

Systematic Re-Inspections

For systematic re-inspections, this could be due to noticed trends such as specific treatment types (e.g., open-graded mixes), a specific inspector or geographical area. In such cases, more than 5% will be re-inspected.

Acceptability Criteria

At the time of re-inspection, the actual distresses will be re-inspected and verified, and any corrections made, if necessary. Distress types and severities must be the same, and re-measured quantities within $\pm 10\%$ of the original measured quantity.

If corrections are required on more than 10% of the re-inspected sample unit, then an additional 5% will be re-inspected. This will continue until more than 95% of the re-inspected sections meet the acceptability criteria.

2.2.2 PCI Comparison with Past Surveys

As another level of quality control, the new PCIs are compared with the previous PCIs. If they differ by more than ± 10 PCI points, these sections are automatically flagged for further investigation.

If PCI increased by 10 points, the section is investigated to see if a maintenance and rehabilitation event has occurred since the last survey, but which has not been recorded. Typically, it may include activities such as:

- Crack sealing activities - changes medium or high severity cracking to low severity
- Patching activities - alligator cracking that has been removed and patched, so that the resultant PCI is increased
- Surface seals
- Overlay
- Others

Therefore, an up-to-date maintenance and rehabilitation history file in the Micro-PAVER database is desirable, both for historical accuracy as well as to provide additional quality control.

If PCI decreased by 10 points, the section is checked to see if the average deterioration rate (usually 3 to 4 points per year) is exceeded. If the drop in PCI is within range of what is acceptable, no further action is required. If the drop is more than the acceptable range, a re-inspection will be performed. The default performance curves in the Micro-PAVER program form the basis for what is acceptable.

2.3 Inspectors Qualifications and Experience

Marker Geospatial's inspectors attend the distress training conducted by the Metropolitan Transportation Commission (MTC), and OCTA and must pass the technician certification test. They must also work with an experienced pavement inspector before they can to work on projects

on their own. Within the first month of working on their own, up to 20% of their work is checked weekly. Any necessary corrections are made immediately. The following team members conducted all 2020 pavement inspections under this assignment for the City of Laguna Woods.

3. SAFETY PROCEDURES

Field inspections are performed with the regard for safety of the inspectors. The City of Laguna Woods administers a health and safety program in compliance with the Cal OSHA Title VIII, Section 3203.

Generally, the safety procedures include the following:

- Inspections should be performed when weather conditions are clear and safe.
- Inspections should be performed during daytime hours free of fog and/or heavy rain.
- All field inspectors are to wear proper safety vests made of bright colors and material designed to reflect light.
- Inspectors should try to avoid the cars' travel lane, and always put safety first.
- The street lengths shall be measured out of the street if possible.
- Stopped vehicles should be parked at locations away from moving traffic (e.g., nearby parking, shoulders, etc.).

On streets where there is a high volume of traffic or high speeds, additional measures may be necessary, such as:

- Surveys to occur during off-peak periods or on weekends;
- Additional inspector to watch out for traffic; and
- Traffic flaggers in extreme cases.

Attachment: Resume of Field Inspectors

ATTACHMENT: RESUMES OF FIELD INSPECTORS

Inspectors' Qualifications and Experience***Pavement Inspection Technician Team - märker geospatial***

- ✓ Each one of our trained and supervised technicians call upon their techniques learned from the Federal Highway Administration (FHWA) Long Term Pavement Performance (LTPP) program
- ✓ All our inspectors are required to attend formal training on condition distress inspections and are required to attend annual training workshop to maintain their certifications.
- ✓ Our proposed team of technicians together have successfully inspected over **200,000 miles** of pavements for federal, state, county, MPO, and municipal levels of government.
- ✓ Our team has conducted numerous training courses in pavement distress evaluations for all levels of government, following **AASHTO** requirements, and **ASTM Standard** protocol.
- ✓ We use proven technology for data entry which minimize error and maximize production - Our tools and techniques will be shared and communicated with County staff throughout the project.
- ✓ Provide accurate and repeatable condition assessments.
- ✓ Receive appropriate Environmental Health and Safety (EHS) Training
- ✓ Our team is OCTA pavement inspection certified

märker geospatial's inspectors attend the distress training conducted by the Metropolitan Transportation Commission (MTC), and OCTA and must pass the technician certification test. They must also work with an experienced pavement inspector before they can to work on projects on their own. Within the first month of working on their own, up to 20% of their work is checked weekly. Any necessary corrections are made immediately. The following team members conducted all 2020 pavement inspections under this assignment for the City of Laguna Woods.

Inspector Name	Training Certification
Ken Huisman	✓ OCTA - Pavement Distress Certificate of Prequalification - FY: 2020-2021

Resumes of technician(s) utilized on this project are included below.

Pavement Inspection Members

Ken Huisman

märker geospatial



Ken brings more than twenty-five (27) years of experience in the pavement and infrastructure management consulting industry. Over the course of Ken's career, he has provided many aspects of infrastructure management to government agencies across North America. During this time, Ken has supervised the creation of large and complex public pavement infrastructure and Geographical Information Systems (GIS) databases for many municipal, state, and federal projects.

Over the course of Ken's career, he has developed an extensive portfolio in providing Pavement Management Program (PMP) services and is proficient with most off the shelf pavement management programs in the marketplace. Ken is routinely consulted by various agencies to provide helpful solutions that are applied throughout the entire life cycle of public infrastructure management.

Career Accolades:

- ✓ Participate in the Federal Highway Administration (FHWA) on the Long-term Pavement Performance (LTPP) program
- ✓ Served and helped over 220+ local government public works agencies
- ✓ Aided ten (10) state and provincial governments on pavement management projects
- ✓ Involved with some of the earlier high-speed pavement profiling equipment provided in the industry
- ✓ Led the Jefferson Parish, Louisiana Public Works department to a confirmed settlement of \$100,000,000 with FEMA over funding of repairs for roads flooded during Hurricane Katrina.

Ken has provided valued service to many government agencies throughout North America including:

Cities and Counties

- | | | |
|--------------------------------|-----------------------------|-----------------------------|
| ✓ City of Anaheim, CA | ✓ City of Kansas City, KS | ✓ County of Adams, CO |
| ✓ City of Auburn, WA | ✓ City of Milwaukee, WI | ✓ County of Clackamas, OR |
| ✓ City of Augusta, GA | ✓ City of Napa, CA | ✓ County of Clark, NV |
| ✓ City of Austin, TX | ✓ City of Newport Beach, CA | ✓ County of Honolulu, HI |
| ✓ City of Bend, OR | ✓ City of Ottawa, CAN | ✓ County of Los Angeles, CA |
| ✓ City of Beverly Hills, CA | ✓ City of Phoenix, AZ | ✓ County of Maricopa, AZ |
| ✓ City of Cheyenne, WY | ✓ City of Pittsburg, PA | ✓ County of Oakland, MI |
| ✓ City of Colorado Springs, CO | ✓ City of Sacramento, CA | ✓ County of Onondaga, NY |
| ✓ City of Detroit, MI | ✓ City of Salem, OR | ✓ County of Orange, CA |
| ✓ City of Fort Lauderdale, FL | ✓ City of San Diego, CA | ✓ County of San Diego, CA |
| ✓ City of Fort Worth, TX | ✓ City of Toronto, CAN | ✓ County of Santa Cruz, CA |
| ✓ City of Honolulu, HI | ✓ City of Vancouver, CAN | ✓ County of Weld, CO |

States and Provinces

- | | |
|--------------------------------------|---|
| ✓ Arizona DOT | ✓ New York DOT |
| ✓ Alberta Transportation, Canada | ✓ Ontario Ministry of Transportation, CAN |
| ✓ BC Ministry of Transportation, CAN | ✓ Oregon DOT |
| ✓ California DOT (CalTrans) | ✓ Saskatchewan Highways & Infrastructure, CAN |
| ✓ New Jersey DOT | ✓ Tennessee DOT |

Ken is a graduate of the School of Engineering at Georgian College in Canada. He spent 17+ years of his career with Stantec Consulting working his way up to Senior Associate before founding Mission Geographic in 2007, now known as Marker Geospatial, a firm dedicated to providing public works users and decision makers with a variety of innovative and useful infrastructure asset management tools. In summary, Ken's experience with various operation management software technologies together with data collection and GIS mapping services—such as infrastructure asset inventories, condition

assessments, GIS field infrastructure mapping, and 3D reality capture using LiDAR, has made him a great resource for all of the clients that he works with.

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6.10
CITY HALL REFURBISHMENT AND SAFETY
PROJECT: PHASE 2
(NO REPORT)

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6.11
LAGUNA WOODS CIVIC SUPPORT FUND
(*NO REPORT*)

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7.1

**SIGN PROGRAM SP-1433 TO ALLOW FOR
VARIOUS SIGNAGE AT 23572 MOULTON
PARKWAY, LAGUNA WOODS, CA 92637**

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: August 19, 2020 Regular Meeting

SUBJECT: Sign Program SP-1433 to allow for various signage at 23572 Moulton Parkway, Laguna Woods, CA 92637

Recommendation

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-1433 TO ALLOW FOR VARIOUS SIGNAGE AT 23572 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING THAT THE SIGN

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

Background

The City has received a sign program application from AKC Permit Company (“Applicant”) to allow for various signage at the address listed below. PSAF Development Partners is the property owner and has approved the application.

Project Location: 23572 Moulton Parkway, Laguna Woods, CA 92637
(located generally south of Ridge Route Drive and east of Moulton Parkway)

The project location is referred to as Building “A” and currently includes Public Storage and We Rock The Spectrum Kid’s Gym, as well as several vacant units.

Building “A” is located within a shopping center that includes two other buildings (currently housing Jack-in-the-Box, Subway, and other tenants), neither of which is a part of the sign program application.

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	City of Laguna Hills	Veeh Reservoir
South	Open Space / Commercial	Laguna Woods Village Golf Course / Various commercial businesses
East	Open Space	Laguna Woods Village Golf Course and Golf Course Maintenance Facility
West	Commercial	Jack-in-the-Box

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

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

Discussion

At today’s meeting, the City Council will receive information and conduct a public hearing regarding the application for Sign Program SP-1433 to allow for various signage at 23572 Moulton Parkway, Laguna Woods, CA 92637. Following the public hearing, approval of the sign program will be considered (Attachment A).

Laguna Woods Municipal Code Chapter 13.10 allows the City’s sign regulations to be supplemented by sign programs approved by the City Council. In this case, Sign Program SP-1433 is required due to the applicant’s proposed combination of more than three permanent signs at the project location, as well as proposed permanent signs that do not comply with the City’s sign regulations (increases in the number of signs permitted and additional sign types are proposed).

The proposed sign program (Exhibit A to Attachment A) includes new and existing wall signs, a monument sign, and a directional sign. Locations, dimensions, and additional design details are included in the proposed sign program.

The proposed conditions of approval (Exhibit B to Attachment A) would regulate the proposed sign program in a manner consistent with the purpose of, and findings required by, Laguna Woods Municipal Code Section 13.10.160.

The proposed sign program would apply to the current occupants (Public Storage and We Rock The Spectrum Kid’s Gym) as well as eligible future and successor occupants, at the project location.

Environmental Review

This project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15311 of Title 14 of the California Code of Regulations, in that it consists of approvals related to the construction or placement of on-premise signs, which are minor structures accessory to (appurtenant to) an existing commercial facility.

Fiscal Impact

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

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

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

RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING SIGN PROGRAM SP-1433 TO ALLOW FOR VARIOUS SIGNAGE AT 23572 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING THAT THE SIGN PROGRAM IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15311 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, AKC Permit Company (“applicant”) submitted an application for Sign Program SP-1433 to allow for various signage at 23572 Moulton Parkway, Laguna Woods, CA 92637 in the Community Commercial (CC) zoning district; and

WHEREAS, on August 19, 2020, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing concerning Sign Program SP-1433; and

WHEREAS, the City Council has carefully considered all pertinent information in the application for Sign Program SP-1433, staff reports, and testimony, as well as all information contained in the agenda report prepared for the 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 from the California Environmental Quality Act (“CEQA”) pursuant to Section 15311 of Title 14 of the California Code of Regulations; and

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

WHEREAS, pursuant to Laguna Woods Municipal Code Section 13.20.160(e), the City Council makes the following findings subject to the conditions of approval attached hereto as Exhibit B:

1. The proposed signs are well-designed, consistent with any design criteria otherwise applicable to the sign property, compatible with community

character and harmonious with surrounding properties, buildings, and streetscapes.

The proposed signs would be aesthetically appealing and compatible with existing signs within the commercial facility and on surrounding properties, buildings, and streetscapes. The proposed signs would create a compatible appearance for signage throughout the commercial facility without clashing with signage or site design elements within the broader shopping center. The proposed signs are similar in type as those commonly associated with storefront-type businesses elsewhere in Laguna Woods.

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

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

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

The proposed signs are appropriate in type, location, size/scale, and design to storefront-type businesses.

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

The proposed signs would not harm public health, safety, and welfare. All new signs constructed or modified pursuant to the sign program would be required to comply with the regulations therein, including complying with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations, as may apply. Laguna Woods Municipal Code Section 13.20.020(d) requires that all signs be maintained in good condition and allows the City to “order the repair or removal of any sign that is unsafe, defective, damaged, or unsatisfactorily maintained.”

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. The City Council hereby approves Sign Program SP-1433, subject to the plans attached to this resolution as Exhibit A and the conditions of approval attached to this resolution as Exhibit B, both of which are incorporated herein by this reference.

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

PASSED, APPROVED AND ADOPTED on this XX day of XX 2020.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, City Clerk

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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 20-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 2020, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

**Public
Storage®**

23572 Moulton Parkway, Laguna Woods, CA 92637

BUILDING A SIGN PROGRAM

ICON

 **PROJECT
DIRECTORY**

LANDLORD

PUBLIC STORAGE
701 Western Ave
Glendale, CA 91201
(800) 688-8057

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SECTION DETAILS	7
SITE PLAN	8

 **WALL SIGNS**

CHRW-26-H ILLUMINATED CHANNEL LETTERS W/ RACEWAY	9
7" WHITE FLAT CUT OUT LETTERS	
22" WHITE FLAT CUT OUT LETTERS	10
WEST ELEVATION SAMPLE SIGN	11

 **GROUND SIGNS**

MONUMENT RETROFIT FLEX FACE	12
-----------------------------	----

 **MISCELLANEOUS SIGNS**

DOUBLE FACE	13
NON-ILLUMINATED DIRECTIONAL	

A INTRODUCTION

The intent of this sign criteria is to provide the guidelines necessary to achieve a visually coordinated, balanced and appealing sign environment, while maintaining provisions for individual graphic expression.

Performance of this sign criteria shall be rigorously enforced and any nonconforming sign shall be removed by the tenant or his sign contractor at their expense, upon demand by the Landlord.

Exceptions to these standards shall not be permitted without approval from the Landlord and will require approval of a modification to the sign program application by the City.

Accordingly, the Landlord will retain full rights of approval for any sign used in the center.

No sign shall be installed without the written Landlord approval and the required City permits.

Any information not covered within this sign program will default to the Laguna Woods Municipal Code regulations.

Existing signs not subject to the terms of this criteria.

B LANDLORD/TENANT REQUIREMENTS

1. Each Tenant shall submit to Landlord for written approval, three (3) copies of the detailed shop drawings of this proposed sign, indicating conformance with the sign criteria herein outlined.
2. The Landlord shall determine and approve the availability and position of a Tenant name on any ground sign(s).
3. The Tenant shall pay for all signs, related materials and installation fees (including final inspection costs).
4. The Tenant shall obtain all necessary permits and permit fees.
5. The Tenant shall be responsible for fulfillment of all requirements of this sign criteria.
6. It is the responsibility of the Tenant's sign company to verify all conduit and transformer locations and service access prior to fabrication.
7. Should a sign be removed, it is the Tenant's responsibility to patch all holes, paint surface to match the existing color, and restore surface to original condition.



GENERAL SIGN CONSTRUCTION REQUIREMENTS:

1. All signs and their installation shall comply with all local building and electrical codes.
2. All electrical signs will be fabricated by a U.L. approved sign company, according to U.L. specifications and bear U.L. Label.
3. Sign company to be fully licensed with the City and State and shall have full Workman's Compensation and general liability insurance.
4. All penetrations of building exterior surfaces are to be sealed waterproof in color and finish to match existing exterior.
5. Internal illumination to be LED, installed and labeled in accordance with the "National Board of Fire Underwriters Specifications".
6. Channel Letters & Logo to be measured in a four-line box.
A four line box is an area circumscribed by the smallest geometric shape created with a maximum of 4 straight lines, which will enclose all words, letters, figures, symbols, designs and pictures together with all framing, background, material, colored or illuminated areas and attention - attracting devised forming an integral part of an individual message.
7. All sign fabrication work shall be of excellent quality. All logo images and type-styles shall be accurately reproduced. The Landlord reserves the right to reject any fabrication work deemed to be below standard.
8. All lighting must match the exact specification of the approved working drawings.
9. Color coatings shall exactly match the colors specified on the approved plans.

D SHOP TENANT SIGNAGE SPECIFICATIONS:

The intent of this criteria is to insure a standardized uniform style throughout the center while encouraging the creativity of typographical and iconic elements to develop interest and style. Signs must be architecturally compatible with the entire center.

STOREFRONT SIGNAGE

The following types of construction will be allowed:

- Acrylic face channel letters on a raceway, logos or icons with through face illumination.
(Only For Anchor Tenant)
- Acrylic face channels letters, logos or icons with through face illumination.
- Acrylic face channels letters, logos or icons with through face and halo illumination.
- Reverse pan channels letters, logos or icons with halo illumination.

- Channel Letters & Logo to be measured in a four-line box.

A four line box is an area circumscribed by the smallest geometric shape created with a maximum of 4 straight lines, which will enclose all words, letters, figures, symbols, designs and pictures together with all framing, background, material, colored or illuminated areas and attention -attracting devised forming an integral part of an individual message.

E PROHIBITED SIGNS:

1. Signs constituting a Traffic Hazard:
No person shall install or maintain, or cause to be installed or maintained, any sign which simulates or imitates in size, color, lettering or design any traffic sign or signal, or which makes use of the words "STOP", "LOOK", "DANGER" or any words, phrases, symbols, or characters in such a manner as to interfere with, mislead or confuse traffic.
2. Signs in Proximity to Utility Lines:
Signs which have less horizontal or vertical clearance from authorized communication or energized electrical power lines that are prescribed by the laws of the State of California are prohibited.
3. Signs painted directly on a building surface will not be permitted.
4. There shall be no signs that are flashing, moving or audible.
5. Billboard Signs are not permitted.
6. No standard plex faced cabinet construction allowed.

Note: A full list of prohibited signs can be found in the Laguna Woods Municipal Code.

F ABANDONMENT OF SIGNS:

Any tenant sign left after thirty (30) days from vacating premises shall become the property of Landlord. Abandoned signs shall be removed within 90 days after premises vacated.

G INSPECTION:

Landlord reserves the right to hire an independent electrical engineer at the Tenant's sole expense to inspect the installation of all Tenant's signs and to require the Tenant to have any discrepancies and/or code violations corrected at the Tenant's expense.

H MAINTENANCE:

It is the Tenant's responsibility to maintain their signs in proper working and clean conditions at all times. Otherwise, landlord reserves the right to hire his own contractor, make the necessary corrections, and bill tenant should it be deemed necessary.

I GROUND SIGN PANEL SPECIFICATIONS

1. All background panels to be the same color.
2. All panels to be opaque allowing only words and logos to illuminate.
3. Vacant panels to have solid color panel inserts. No reversing of panels used to identify former tenants permitted.



SIGN CONSTRUCTION

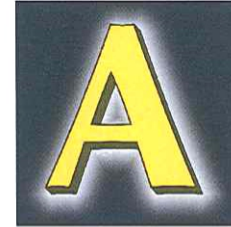
- Type 1**
Plex faced channels with through face illumination.
- Type 2**
Plex faced channels with through face and halo illumination.
- Type 3**
Reverse pan channels with halo illumination.
- Type 4**
Plex faced cabinet with through face illumination.



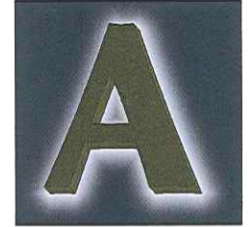
SECTION 1
CHANNEL LETTERS
ON A RACEWAY



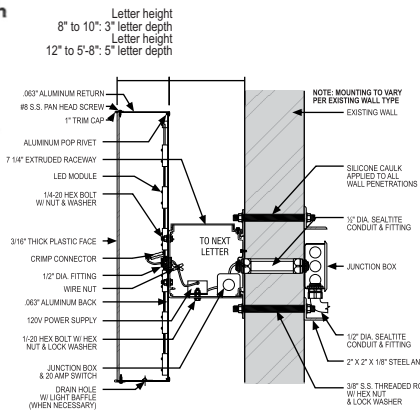
SECTION 2
LEXAN FACED CHANNEL
WITH THROUGH FACE
ILLUMINATION



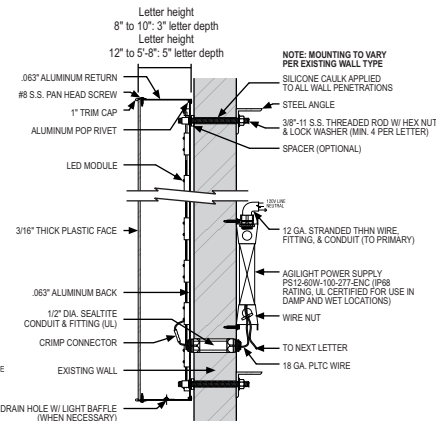
SECTION 3
LEXAN FACED CHANNEL
WITH THROUGH FACE
AND HALO ILLUMINATION



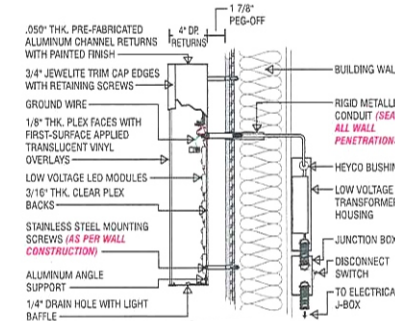
SECTION 4
REVERSE PAN CHANNEL
WITH HALO ILLUMINATION



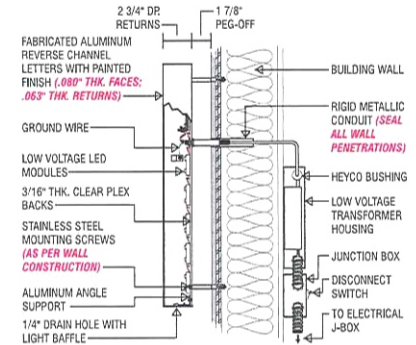
SECTION
SIGN TO BE UL APPROVED AND BEAR UL LABEL
PLEX FACED CHANNEL LETTERS WITH LED ILLUMINATION



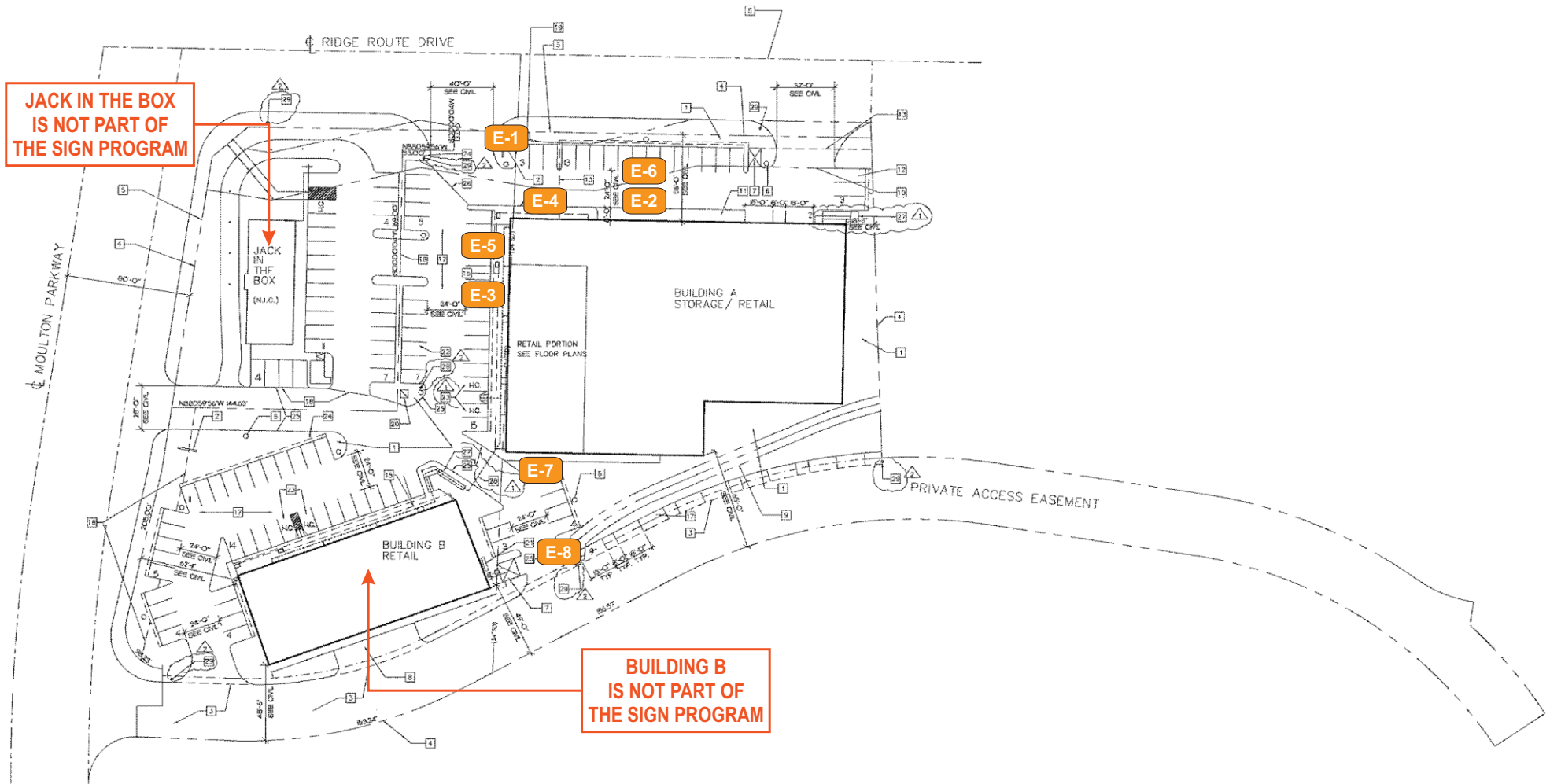
SECTION
SIGN TO BE UL APPROVED AND BEAR UL LABEL
PLEX FACED CHANNEL LETTERS WITH LED ILLUMINATION

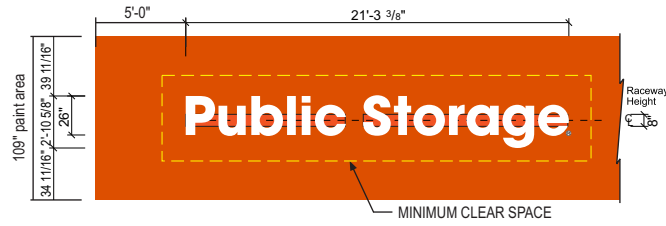
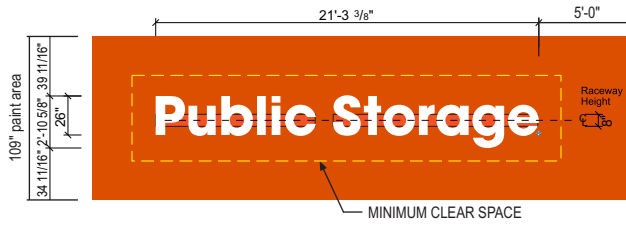


SECTION
SIGN TO BE UL APPROVED AND BEAR UL LABEL
**PLEX FACED CHANNEL LETTERS WITH
THROUGH FACE & HALO LED ILLUMINATION**



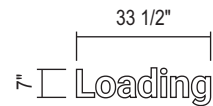
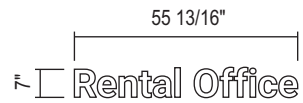
SECTION
SIGN TO BE UL APPROVED AND BEAR UL LABEL
REVERSE PAN CHANNEL LETTERS WITH LED ILLUMINATION





SIZE: 61.4 SQUARE FOOT
MATERIALS: VARIETY OF TYPES PER SIGN CRITERIA, SINGLE TYPE OF CONSTRUCTION ALLOWED.
ILLUMINATION: YES
COPY: TENANT NAME AND / OR LOGO
HEIGHT: 2'-10 5/8"
LENGTH: 21'-3 3/8"
TYPEFACE: CUSTOM LOGO AND TYPE OK
COLORS: CUSTOM COLORS OK
SECONDARY SIGNS: YES

E-2 **E-3** **CHRW-26-H ILLUMINATED CHANNEL LETTERS W/ RACEWAY** **61.4 SQ. FT.**
 QTY: 2 Scale: 3/32"=1'-0"



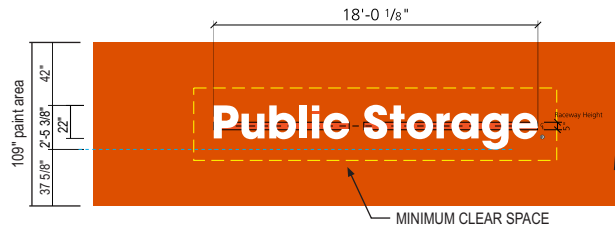
E-4 **E-5** **7" WHITE FLAT CUT OUT** **2.7 SQ. FT.**
 QTY: 2 Scale: 1/4"=1'-0"
MATERIAL:
 1/2" THICK WHITE 7328 ACRYLIC FLAT CUT OUT

E-6 **7" WHITE FLAT CUT OUT** **1.6 SQ. FT.**
 QTY: 1 Scale: 1/4"=1'-0"
MATERIAL:
 1/2" THICK WHITE 7328 ACRYLIC FLAT CUT OUT



FRONT NORTH-WEST ELEVATION

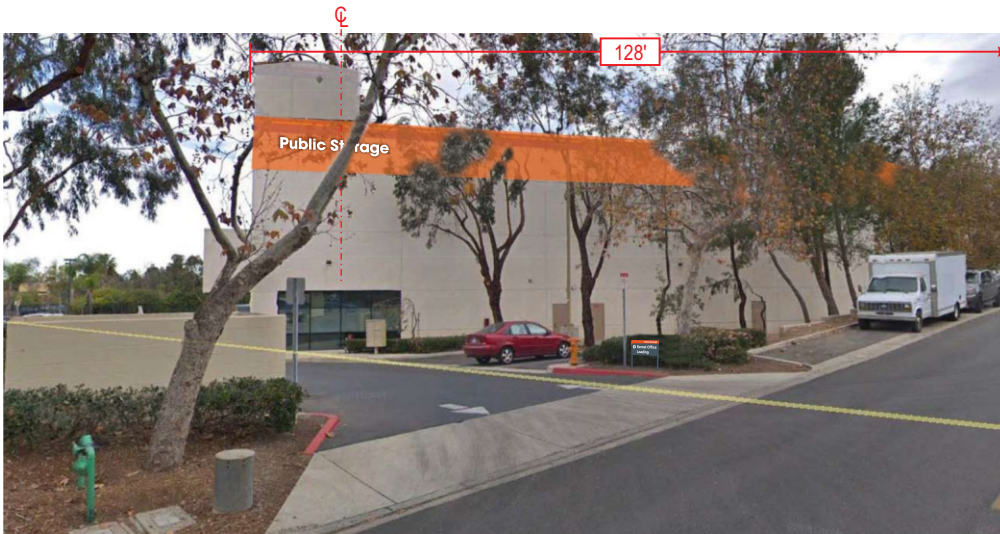
Scale: 1/32"=1'-0"



E-7 CHRW-22-H ILLUMINATED CHANNEL LETTERS W/ RACEWAY 44 SQ. FT.
 QTY: 1 Scale: 3/32"=1'-0"



SIZE: 44 SQUARE FOOT
 MATERIALS: VARIETY OF TYPES PER SIGN CRITERIA, SINGLE TYPE OF CONSTRUCTION ALLOWED.
 ILLUMINATION: YES
 COPY: TENANT NAME AND / OR LOGO
 HEIGHT: 2'-5 3/8"
 LENGTH: 18'-0 1/8"
 TYPEFACE: CUSTOM LOGO AND TYPE OK
 COLORS: CUSTOM COLORS OK
 SECONDARY SIGNS: YES



SOUTH ELEVATION

Scale: 1/32"=1'-0"

PUBLIC STORAGE



SIZE: 48 SQUARE FOOT

CONSTRUCTION: SEE PAGE 7 FOR AVAILABLE TYPES EXCEPT FOR EXPOSED RACEWAYS

ILLUMINATION: YES

COPY: TENANT NAME AND / OR LOGO

HEIGHT: 4'-0"

LENGTH: 12'-0"

TYPEFACE: CUSTOM LOGO AND TYPE OK

COLORS: CUSTOM COLORS OK

SECONDARY SIGNS: NO

ALL TENANT WALL SIGNS TO BE INSTALLED VISUALLY CENTERED WITHIN THEIR SIGN BAND AREA



WEST ELEVATION

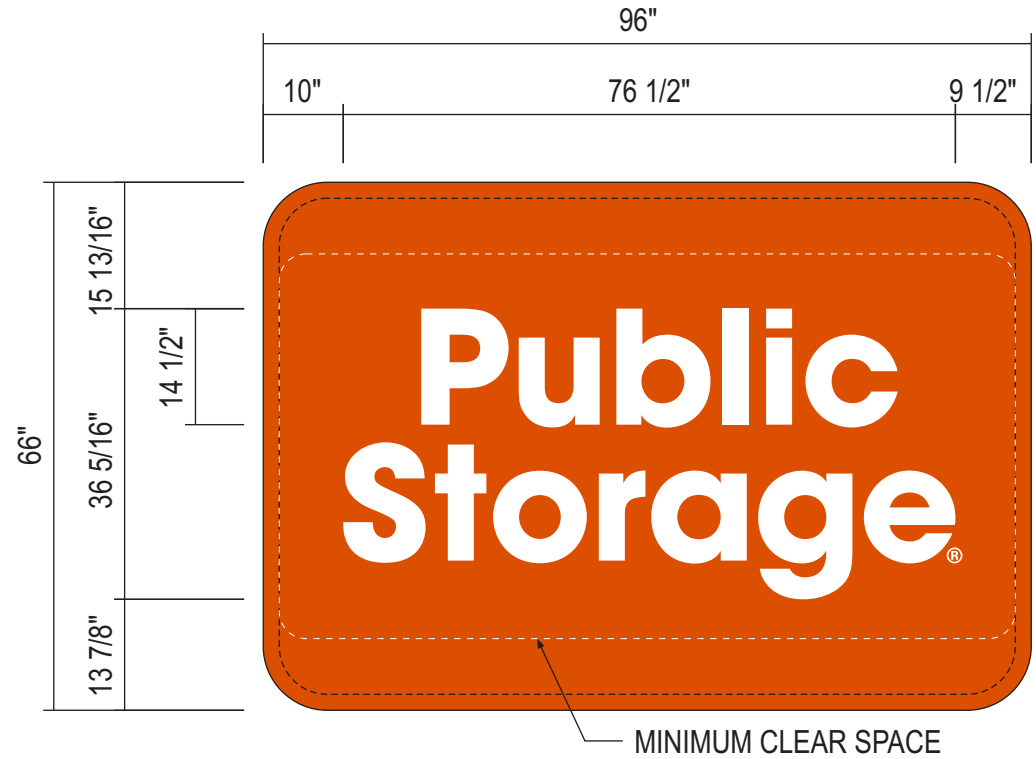
Scale: 1/32"=1'-0"



EXISTING



PROPOSED

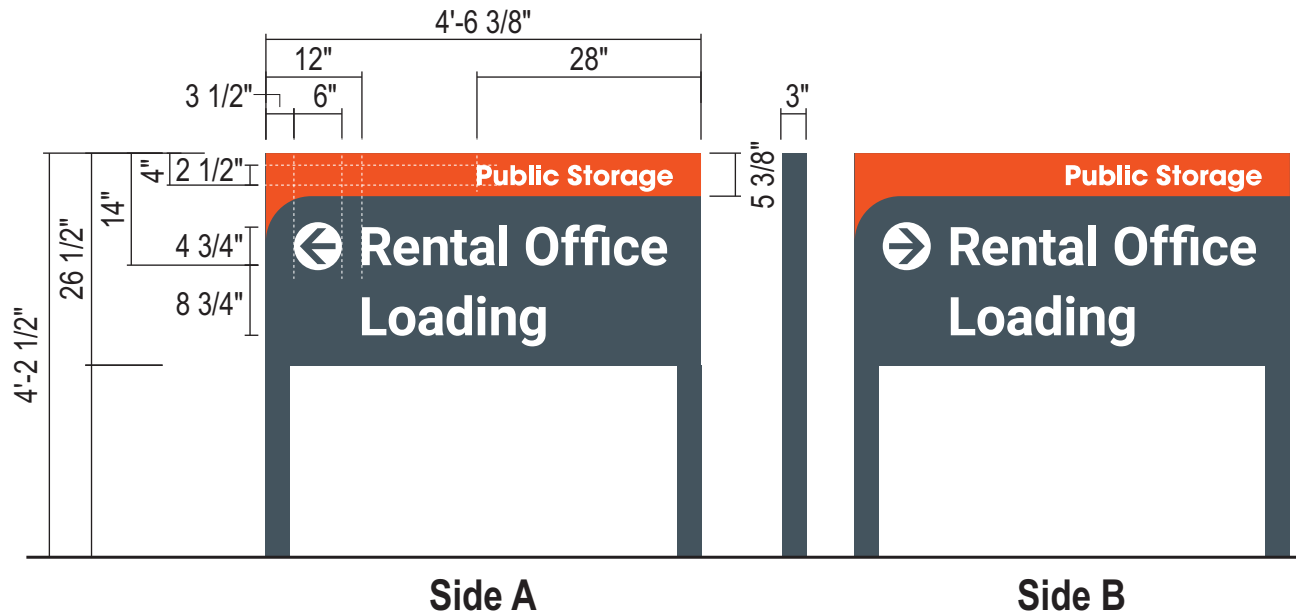


E-1 MONUMENT RETROFIT FLEX FACE

44 Sq. Ft.

QTY: 2

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



E-8 **DOUBLE FACE NON-ILLUMINATED DIRECTIONAL** **10 Sq. Ft.**

QTY: 1 Scale: 1/2"=1'-0"

MATERIAL: FABRICATED 3" SQUARE ALUMINUM TUBE FRAME,
 SKINNED WITH .090" ALUMINUM PANELS WITH SURFACE APPLIED GRAPHICS.
 PAINTED FACE AND RETURNS.

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Exhibit B to Resolution No. 20-XX

City of Laguna Woods

Conditions of Approval for Sign Program SP-1433

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 herein.
2. The Applicant(s)/Owner(s) shall comply with all of the conditions of approval as part of Sign Program SP-1433 (“sign program”). Failure to comply with any one or more of the conditions imposed herein constitute grounds for revocation of said sign program by the City Council.
3. Except as otherwise provided herein, or as permitted pursuant to the Laguna Woods Municipal Code, this approval is for the location and design of the specified signs shown on Exhibit A to Resolution No. 20-XX only. No additional approval is granted or implied.
4. The Applicant(s)/Owner(s) shall comply with all then-current requirements of the Laguna Woods Municipal Code and the California Building Standards Code, as well as federal, state, and local laws, rules, and regulations, as they pertain to the improvements and uses sought in this application, and such requirements are made a condition of the sign program approval. These include, but are not limited to, all requirements related to building permits; engineering review, landscaping review, water quality review, and plan review, generally, of proposed construction plans; accessibility, including accessibility required by the federal Americans with Disabilities Act; best management practices and other actions or improvements required by applicable National Pollutant Discharge Elimination System permit(s); and, restrictions on parking, circulation, lighting, and noise.
5. This sign program does not eliminate the need for building permits or include any action or finding as to compliance or approval of any other applicable federal, state or local ordinance, regulation, rule, or requirements.
6. This sign program does not include any approval for landscaping, nor does it represent or imply that any landscaping proposed or depicted either in whole

ITEM 7.1 – Exhibit B to Attachment A

or in part in connection with this application, or at any time in the future, will or will not be approved by the City.

7. A proposed sign program change must be submitted to the City Manager for any relocation, alteration, or addition to any feature or material not specifically approved in the original application, or for any amendment of these conditions of approval. If the City Manager determines, in his/her/their reasonable discretion, that the proposed sign program change proposes non-substantial deviations from the approved sign program, and still complies with the provisions, spirit, intent, and findings of this approval action, the proposed sign program change may be approved by the City Manager without requiring a new public hearing or City Council approval. The City Manager may require the submission of such documentation or reporting, or the conduct of such studies or analysis, as he/she/they deems necessary to evaluate a request for a proposed sign program change. Notwithstanding the foregoing, the City Manager may refer any such determination to the City Council, and/or for additional public hearing.
8. All signs erected and maintained pursuant to the approved sign program shall be kept clean, complete, repaired, and in good structural and functional working order, and shall not be allowed to fall into a state of disrepair, damage, or decrepitude.
9. Graffiti on the property shall be removed at the Applicant(s)/Owner(s)' expense within 24 hours.
10. City staff, or their authorized representatives, shall have the right to access and enter the property to make reasonable Applicant- or Owner-authorized scheduled inspections, or unscheduled inspections in areas otherwise open to the public, to observe and enforce compliance with the criteria set forth herein.
11. In accordance with policies adopted by the City, the Applicant(s)/Owner(s) shall be responsible for any cost incurred as a result of local law enforcement, public safety, or code enforcement investigation/inspections that result in a finding of violation of any applicable laws and/or conditions of approval.
12. This approval may be modified or revoked by the City Council, after applicable notice and public hearing procedures have been satisfied, should it be determined, within the City's jurisdictional authority, that the conditions

ITEM 7.1 – Exhibit B to Attachment A

under which the sign program has been implemented or maintained are detrimental to the public health, safety or welfare, or materially injurious to property or animals in the vicinity, within the City’s jurisdictional authority; or if the sign program is implemented or maintained so as to constitute a public nuisance, or if the sign program is implemented or maintained in violation of any of the conditions of approval set forth herein, or for any other reason permitted by law.

13. Transfer: In the event of transfer of the property to which this sign program pertains, the transferee shall, prior to exercising the rights granted hereunder, arrange and attend a conference with the City to review these conditions of approval, and document the manner in which activities will occur and the manner in which these conditions of approval will be met.
14. Termination: Upon approval, this sign program shall become null and void if (A) the Applicant(s)/Owner(s) have not obtained any required building permits to construct or implement the project 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 building permit application process; or, (B) upon the expiration of building permits, due to inactivity, obtained to construct or implement this project. Notwithstanding the foregoing, the City Manager may refer such decision to the City Council. This sign program shall be deemed immediately terminated should the approved location be occupied by a use not in accord with this approval, subject to written notice to the Property Owner(s) with 10 days to cure.
15. The Applicant(s)/Owner(s), or successor in interest, shall as a condition of issuance of this approval, at its sole expense, defend, indemnify, and hold harmless the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding against the City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers to attach, set aside, void or annul an approval of the City Council or other decision-making body, or staff action concerning this sign program approval, or its implementation. The Applicant(s)/Owner(s) shall pay all of the City’s defense costs incurred by counsel of the City’s choosing, and shall reimburse the City for any and all court costs and other parties’ attorney fees that the City may be required by a court to pay as a result of such defense. The Applicant(s)/Owner(s) may its

ITEM 7.1 – Exhibit B to Attachment A

sole discretion participate in the defense of any such action under this condition, with its own counsel.

16. Prior to any construction or installation pursuant to this approval, the Property Owner(s) shall sign and have notarized (acknowledgement) the “Owner(s) Agreement to Conditions of Approval for Sign Program SP-1433” and return one wet-signed original to the City Manager with a copy of a recordable legal description of all affected properties in form acceptable to the City Manager.

[SIGNATURES ON NEXT PAGE]

**OWNER(S) AGREEMENT TO CONDITIONS OF APPROVAL FOR
SIGN PROGRAM SP-1433 (“AGREEMENT”)**

1. **AGREEMENT TO CONDITIONS OF APPROVAL.** The person or persons executing this AGREEMENT on behalf of the respective Owner(s) has reviewed all Conditions of Approval for Sign Program SP-1433, has had the opportunity to consult with legal counsel regarding them as the Owner(s) has deemed appropriate, and understands and agrees, without exception, to each and all of the conditions.
2. **RECORDATION.** The person or persons executing this AGREEMENT on behalf of the respective Owner(s) consents to the recordation of the Conditions of Approval for Sign Program SP-1433, including this AGREEMENT, in the office of the Clerk-Recorder for the County of Orange, at the Owner(s)’ cost.
3. **AUTHORITY TO EXECUTE.** The person or persons executing this AGREEMENT on behalf of the respective Owner(s) represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind the respective Owner(s) to the performance of its obligations hereunder.
4. **BINDING EFFECT.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
5. **SEVERABILITY.** If any 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).

Property Owner – PSAF Development Partners

Signature: _____ Date: _____

Full Name: _____ Title: _____

SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.

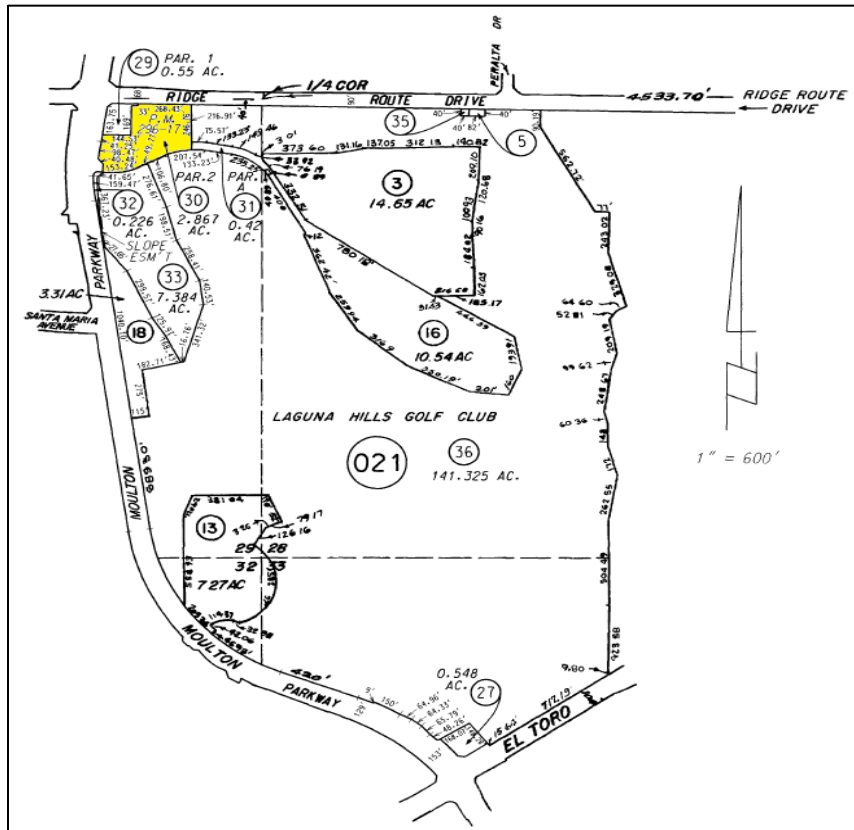
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Vicinity Map

23572 Moulton Parkway

Laguna Woods, CA 92637

Project Area



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7.2
RESIDENTIAL DENSITY BONUS STANDARDS
REGULATIONS

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers
FROM: Christopher Macon, City Manager
FOR: August 19, 2020 Regular Meeting
SUBJECT: Residential Density Bonus Standards Regulations

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, AMENDING SECTION 13.26.040 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO RESIDENTIAL DENSITY BONUS STANDARDS AND OTHER INCENTIVES FOR

HOUSING DEVELOPMENTS WITHIN, OR FOR THE DONATION OF LAND FOR HOUSING WITHIN, THE CITY'S JURISDICTION, CONSISTENT WITH CALIFORNIA GOVERNMENT CODE SECTION 65915 ET SEQ.

Background

California Government Code Section 65915 et seq., requires every city and county to adopt an ordinance providing density bonuses (the ability to construct more housing units in a particular area than would otherwise be permitted) and other incentives or concessions to persons wishing to develop affordable housing projects and senior housing projects. Cities and counties have very limited abilities to withhold density bonuses, namely instances in which doing so would create a specific, adverse impact upon the public health or safety. In enacting density bonus laws, the California Legislature has held that affordable housing projects and senior housing projects are of public value, but may be financially infeasible without incentives and concessions.

Section 13.26.040 of the Laguna Woods Municipal Code (Attachment B) contains regulations related to residential density bonus standards and other incentives for housing developments within, or for the donation of land for housing within, the City's jurisdiction, consistent with California Government Code Section 65915 et seq. Those regulations were last amended in February 2013.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on proposed residential density bonus standards regulations (Attachment A). Staff recommends that the City Council initiate the adoption process for the proposed regulations in order to help ensure clarity and consistency with state law.

The following legislation was chaptered into state law subsequent to the City Council's adoption of the existing residential density bonus standards regulations:

- Senate Bill 1227 (Density bonuses.)
- Assembly Bill 2753 (Density bonuses: density bonus application.)

Irrespective of whether or not the City Council adopts the proposed ordinance, state law requires the City to comply with existing density bonus law, including the amendments codified by Senate Bill 1227 and Assembly Bill 2753.

The proposed ordinance would delete regulations that are now outdated as a result of the enactment of Senate Bill 1227 and Assembly Bill 2753. To provide greater clarity and potentially reduce the need for significant amendments in the future as a result of prospective changes in state law, the proposed ordinance would also add new language directly referencing state law and incorporating future amendments and changes thereto. The proposed ordinance provides for only the density bonuses required by state law; no additional or enhanced density bonuses are included.

If the City Council takes the recommended action at today's meeting, the proposed ordinance would be agendaized for a second reading and consideration of adoption at an upcoming meeting. The ordinance would take effect 30 days after adoption.

Environmental Review

It can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any housing development that might implicate density bonus considerations, any specific environmental effects, apart from those already assessed in the City's General Plan and Housing Element review, would be speculative. Therefore, the adoption of the ordinance is not a project subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Fiscal Impact

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

Attachment: A – Proposed Ordinance
Exhibit A – Code Amendment Text

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ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTION 13.26.040 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO RESIDENTIAL DENSITY BONUS STANDARDS AND OTHER INCENTIVES FOR HOUSING DEVELOPMENTS WITHIN, OR FOR THE DONATION OF LAND FOR HOUSING WITHIN, THE CITY'S JURISDICTION, CONSISTENT WITH CALIFORNIA GOVERNMENT CODE SECTION 65915 ET SEQ.

WHEREAS, California Government Code Section 65915 et seq., requires every city and county to adopt an ordinance providing density bonuses and other incentives or concessions to persons wishing to develop affordable housing projects and senior housing projects; and

WHEREAS, residential density bonus standards regulations are codified, in part, at Section 13.26.040 of the Laguna Woods Municipal Code, with the goal of providing incentives for the production of housing for very low, lower income, or senior households in accordance with California Government Code Section 65915 et seq.; and

WHEREAS, the City Council last amended the residential density bonus standards regulations on February 21, 2018 by Ordinance No. 18-03; and

WHEREAS, the California Legislature has amended California Government Code Sections 65915 et seq. several times since the City enacted its existing residential density bonus standards regulations, including Senate Bill 1227 and Assembly Bill 2753, California Statutes of 2018; and

WHEREAS, the City Council desires to comply with state law, and likewise encourage the provision of affordable housing and senior housing in accordance with state guidelines, provided that such housing does not create a specific, adverse impact upon the public health or safety; and

WHEREAS, staff has recommended amendments of the Laguna Woods Municipal Code as set forth in the attached Exhibit A to this Ordinance (the "Code Amendments") which, if adopted, would help to ensure that regulations are clear and consistent with state law, including the aforementioned legislation; and

WHEREAS, the Community Development Director or his or her designee prepared an exhibit, including proposed language and terminology for the proposed Code Amendments and any additional information and documents deemed necessary for the City Council to take action, and such exhibit was available for public inspection at City Hall and, upon request, was supplied to all persons desiring a copy, at least 10 days prior to the scheduled City Council public hearing date; and

WHEREAS, on August 19, 2020, the City Council held a duly noticed public hearing on the proposed Code Amendments 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 DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that (i) each of the recitals to this Ordinance are true and correct, and are adopted herein as findings; (ii) the Code Amendments comply with all applicable requirements of State law; (iii) the Code Amendments will not adversely affect the health, safety, or welfare of the residents within the community; (iv) the Code Amendments are in the public interest of the City of Laguna Woods; and, (v) the Code Amendments are consistent with the Laguna Woods General Plan and its various elements.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that it can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any housing development that might implicate density bonus considerations, any specific environmental effects, apart from those already assessed in the City’s General Plan and Housing Element review, would be speculative. Therefore, the adoption of the ordinance is not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

SECTION 3. Section 13.26.040 of the Laguna Woods Municipal Code is hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

SECTION 4. This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 5. 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 6. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 7. 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 2020.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, 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, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 20-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2020, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2020 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

**EXHIBIT A
CODE AMENDMENTS**

Section 13.26.040 (“Residential density bonus standards”) of Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to read as follows (additions shown with underlining and deletions shown with ~~strike through~~):

Sec. 13.26.040. - Residential density bonus standards.

(a) *Purpose and intent.* This section is intended to provide incentives for the production of housing for ~~very low, lower income, or senior~~ specified types of households in accordance with California Government Code sections 65915 through 65918, as amended or superseded. In enacting these provisions, it is the intent of the City to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the housing element of the City’s General Plan. ~~Where regulations are not specifically addressed in this section or where there are conflicts between these provisions and the provisions of California Government Code sections 65915 through 65918, the provisions of California Government Code, as they may be amended over time, shall apply.~~

(b) *Applicability.* This section shall apply to projects qualifying for density bonuses and/or incentives provided for by California Government Code Section 69515, as amended or superseded.

~~(b)~~ *Definitions.* For the purpose of this section, the following definitions shall apply:

(05) *Affordable housing development* means any housing subsidized by the federal or state government, or any housing development in which at least 20 percent of the housing units are affordable dwelling units.

(10) *Affordable housing development density agreement* means a written agreement between an applicant for a development and the City of Laguna Woods containing specific requirements to ensure the continuing affordability of housing included in the development.

(15) *Affordable housing development plan* means that plan prepared by an applicant for an affordable housing development under this

ordinance that outlines and specifies the development's compliance with the applicable requirements of this ordinance.

(20) *Affordable dwelling unit* means a dwelling unit within a residential development project that is reserved for sale or rent and offered at an affordable housing cost, as defined in California Health and Safety Code sections 50052.5 and 50053 (as amended or superseded), to persons and families of very low, lower, and moderate income.

(25) *Child care facility* means a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school age child care centers.

(30) *Density bonus* means those additional residential units granted which exceed the maximum allowable gross residential density for the development site.

(35) *Maximum allowable gross residential density* means the maximum number of residential units permitted by this zoning code and the land use element of the City's General Plan at the time of application, excluding the units added by a density bonus.

(40) *Median gross household income* means the median income level for the City of Laguna Woods, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, adjusted for household size.

(45) *Renovation* means physical improvement that adds to the value of real property, but that excludes painting, ordinary repairs, and normal maintenance.

(50) *Residential development* means the entire proposal to construct or place one or more dwelling units on a particular lot or contiguous lots including, without limitation, a planned unit development, parcel map, site plan, or subdivision.

(d) California Government Code Section 65915 adopted by reference. California Government Code Section 65915 (and any future amendments thereto), a copy of which may be obtained from the City Clerk for use and examination by the public, is adopted and incorporated herein by reference

as if fully set forth, and shall constitute the affordable housing density bonus regulations of the City.

~~(c) — *Eligibility for bonus and incentives.* To be eligible for a density bonus and other incentives as provided by this section, a proposed residential development project shall:~~

~~(1) — Consist of five or more dwelling units; and~~

~~(2) — Include one or more of the following within the development:~~

~~a. — 10 percent of the total dwelling units reserved for lower income households, as defined in California Health and Safety Code Section 50079.5;~~

~~b. — Five percent of the total dwelling units reserved for very low income households, as defined in California Health and Safety Code Section 50105;~~

~~c. — A senior citizen housing development, as defined in California Civil Code sections 51.3 and 51.12, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to California Civil Code sections 798.76 or 799.5;~~

~~d. — 10 percent of the total dwelling units in a common interest development, as defined in California Civil Code Section 4100, reserved for persons and families of moderate income, as defined in California Health and Safety Code Section 50093, provided that all units in the development are offered to the public for purchase; or~~

~~e. — 10 percent of the total units of a housing development for transitional foster youth, as defined in California Education Code Section 66025.9, disabled veterans, as defined in California Government Code Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.~~

~~f.—When an applicant for approval of a commercial development has entered into an agreement for partnered housing to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the commercial developer may be entitled to a development bonus as prescribed in California Government Code Section 65915.7.~~

~~(d)—Types of bonuses and incentives allowed. A residential development project that satisfies all relevant provisions of this section shall be entitled to a density bonus and one or more incentives described below. If the density bonus units cannot be accommodated on a parcel due to strict compliance with the provisions of this section, the City Council shall waive or modify development standards to accommodate the density bonus units and/or grant the incentives to which the development would be entitled pursuant to this section, unless such waiver, modification or incentive would have a specific adverse impact, as defined herein, upon health, safety, or the physical environment, and for which there is no feasible method to mitigate or avoid the specific adverse impact.~~

~~(1)—Minimum density bonus. The minimum density bonus granted to a residential development project that is eligible for a density bonus pursuant to this section shall be equal to at least:~~

~~a.—A 20 percent increase in density, when the development meets the requirements of subsection (c)(2) (a) or (b) of this section;~~

~~b.—For housing developments meeting the criteria of subsection (c)(2)(c) of this section, the density bonus shall be 20 percent of the number of senior housing units;~~

~~c.—For housing developments meeting the criteria of subsection (c)(2)(e) of this section, the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph;~~

~~d.—A five percent increase in density, when the development meets the requirements of subsection (c)(2)(d) of this section;~~

~~e.—A 15 percent increase in density, when an applicant for a residential development project donates land to the City in accordance with the requirements of California Government~~

~~Code Section 65915(g)(1); and (2) of sufficient acreage to permit construction of units affordable to very low income households equal to at least 10 percent of the total dwelling units. Nothing in this section shall be construed to enlarge or diminish the authority of the City to require a developer to donate land as a condition of development; or~~

~~f.—The City may, in its discretion, grant a density bonus that is proportionately greater than that described in subsections (d)(1) a. through c. of this section for a development that meets the requirements therein, or proportionately lower than that described in subsections (d)(1) a. through c. of this section for a development that does not meet the requirements therein.~~

~~(2)—Additional density bonus. A residential development project that satisfies all relevant provisions of this section and that includes affordable housing units in excess of the base percentage established in subsection (c)(2) of this section shall be entitled to an additional density bonus and one or more incentives described below. The amount of density bonus to which an applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the base percentage established in subsection (c)(2) of this section. The amount of density bonus for a donation of land shall vary according to the amount by which the donation exceeds the base donation established by California Government Code Section 65915(g).~~

~~a.—Lower income households. For each one percent increase above 10 percent in the percentage of units affordable to lower income households, the density bonus shall be increased by one and one-half percent.~~

~~b.—Very low income households. For each one percent increase above five percent in the percentage of units affordable to very low income households, the density bonus shall be increased by two and one-half percent.~~

~~c.—Moderate income households. For each one percent increase above 10 percent in the percentage of units affordable to moderate income households in a condominium project or a~~

~~planned development, the density bonus shall increase by one percent.~~

~~d.—*Donation of land.* The density bonus shall be increased by one percent for each one percent increase in the donation of land above the minimum 10 percent requirement of subsection (d)(1) e of this section. Nothing in this section shall be construed to enlarge or diminish the authority of the City to require a developer to donate land as a condition of development.~~

~~(3)— The density bonus units shall not be included when determining the total number of dwelling units in the residential development project. All calculations resulting in fractional units shall be rounded up to the next whole number. In no event shall the City be required to grant more than a 35 percent increase over the otherwise maximum allowable residential density under the applicable provisions of this code and the land use element of the City’s General Plan. The density bonus percentages available pursuant to the requirements of this section are shown in the following table:~~

Density Bonus Percentages

	Qualifying Percentage (of total units)	Minimum Density Bonus (above maximum allowable density)	Increase in Density Bonus (for each 1% over qualifying percentage)
Very Low	5%	20%	2.5%
Lower	10%	20%	1.5%
Moderate (Common Interest Developments)	10%	5%	1%

Senior Citizen	n/a	20%	n/a
Transitional-Foster Youth, Disabled-Veterans, or Homeless-Persons	n/a	20%	n/a
Donation (Very-Low Income-Housing)	10%	15%	1%

~~(4) — Incentives — Number. An eligible residential development project shall receive the incentives described in subsection (d)(5) of this section, as follows:~~

~~a. — Lower income households. An applicant shall receive:~~

- ~~i. — One incentive for a residential development project in which at least 10 percent of the total dwelling units are reserved for lower income households;~~
- ~~ii. — Two incentives for a residential development project in which at least 20 percent of the total dwelling units are reserved for lower income households; and~~
- ~~iii. — Three incentives for a residential development project in which at least 30 percent of the total dwelling units are reserved for lower income households.~~

~~b. — Very low income households. An applicant shall receive:~~

- ~~i. — One incentive for a residential development project in which at least five percent of the total dwelling units are reserved for very low income households;~~
- ~~ii. — Two incentives for a residential development project in which at least 10 percent of the total dwelling units are reserved for very low income households; and~~

~~iii.—Three incentives for a residential development project in which at least 15 percent of the total dwelling units are reserved for very low income households.~~

~~c.—Moderate income households in common interest developments. An applicant shall receive:~~

~~i.—One incentive for a residential development project in which at least 10 percent of the total dwelling units are reserved for persons and families of moderate income in a condominium project or a planned development;~~

~~ii.—Two incentives for a residential development project in which at least 20 percent of the total dwelling units are reserved for persons and families of moderate income in a condominium project or a planned development; and~~

~~iii.—Three incentives for a residential development project in which at least 30 percent of the total dwelling units are reserved for persons and families of moderate income in a condominium project or a planned development.~~

~~(5)—Incentives—Description. A residential development project that is eligible to receive incentives pursuant to subsection (d)(4) of this section shall be entitled to the following incentives in the number specified in subsection (d)(4) of this section:~~

~~a.—A reduction in the applicable development standards (e.g., coverage, setback, zero lot line and/or reduced parcel sizes, and/or parking requirements).~~

~~b.—Approval of mixed use zoning in conjunction with the housing project if nonresidential land uses would reduce the cost of the housing project, and the nonresidential land uses would be compatible with the housing project and adjoining development.~~

~~c.—Other regulatory incentives or concessions proposed by the applicant or the City that would result in identifiable cost reductions.~~

~~(6) — Nothing in this section shall be construed to require the City to provide, or limit the City’s ability to provide, direct financial incentives for housing developments, including the provision of publicly owned land by the City or the waiver of fees and dedication requirements.~~

~~(7) — *Limitations and Exceptions.*~~

~~a. — In order to receive incentives as described in subsections (d)(4) and (5) of this section, an applicant must submit a proposal to the City requesting the specific incentives that the applicant desires.~~

~~b. — The City shall grant the eligible incentives requested by the applicant pursuant to subsection (d)(7) a. of this section and required pursuant to subsection (d)(4) of this section, unless the City makes a written finding, based upon substantial evidence, of either of the following:~~

~~i. — The incentive is not required in order to provide for affordable housing costs, as defined in California Health and Safety Code sections 50052.5 and 50053; or~~

~~ii. — The incentive would have a specific adverse impact upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households. As used in this subsection, a “specific adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified-written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.~~

~~c. — The City’s granting of an incentive shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.~~

~~d.— Nothing in this section shall be interpreted to require the City to waive or reduce development standards or to grant an incentive that would have a specific adverse impact upon health, safety or the physical environment for which there is no feasible method to mitigate or avoid the specific adverse impact; nor shall this subsection require the City to waive or reduce development standards or to grant an incentive that would have an adverse impact on any real property that is listed in the California Register of Historical Resources.~~

~~e.— The affordable units shall be generally dispersed throughout the residential development project and shall not differ in appearance from the other dwelling units in the project.~~

~~(e) — *Continued affordability — Equity sharing.*~~

~~(1) — Before the issuance of a building permit for any dwelling unit in a development for which density bonus units have been awarded or incentives have been granted pursuant to this section, the developer shall identify the affordable units and shall enter into a written covenant with the City to guarantee one or both of the following, as applicable:—~~

~~a.— Low and very low income households: The low and very low income units shall continue to be offered and available at an affordable housing cost, as defined in California Health and Safety Code sections 50052.5 and 50053, for a minimum of 55 years, which 55-year restriction shall survive the sale or transfer of the units.—~~

~~b.— An equity sharing agreement will be required indicating that upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. Upon resale, the City shall recapture its proportionate share of appreciation, which shall be equal to the percentage by which the initial sale price of the unit to the person or family was less than the fair market value of the unit at the time of initial sale. The City shall spend such recaptured funds within five years for the construction, rehabilitation, or preservation of affordable housing for very~~

~~low, low and moderate income persons or families, as described in California Health and Safety Code Section 33334.2(e).~~

~~c.—The terms and conditions of the covenant required by subsection (e)(1) a. of this section and the equity sharing agreement required by subsection (e)(1) b. of this section shall run with the land which is to be developed, shall be binding upon the successor(s) in interest of the developer, and shall be recorded in the county recorder's office. In addition to the requirements described in subsections (e)(1) a. and b. of this section, the covenant or agreement shall include the following provisions:—~~

~~i.—The City shall have a continuing right of first refusal to purchase or lease any or all of the affordable units at the current fair market value; and—~~

~~ii.—The deeds to the affordable units shall contain a covenant stating that the owner shall not sell, rent, lease, sublet, assign, or otherwise transfer any interests for same without the written approval of the City confirming that the sell or rental price of the unit is consistent with the limits established by this section for lower, very low and moderate income persons and families; and—~~

~~iii.—The City shall have the authority to enter into other agreements with the developer or purchasers of the affordable units, as may be necessary to ensure that the lower and very low income units are continuously occupied by persons or families of lower and very low income.—~~

~~(f)—*Child care facilities.*—~~

~~(1)—When an applicant proposes to construct a residential development project described in subsection (c) of this section that includes a child care facility located on the premises of, as part of, or adjacent to the project, the City shall grant either of the following:—~~

~~a.—An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility.—~~

~~b.—An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility, as determined by the City in its discretion.—~~

~~(2)—The City shall require, as a condition of approving the residential development project, that the following occur:—~~

~~a.—The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable units are required to remain affordable pursuant to subsection (e) of this section.—~~

~~b.—Of the children who attend the child care facility, the children of very low, lower and moderate income households shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low, lower or moderate income households pursuant to subsection (e)(2) of this section.—~~

~~(3)—Notwithstanding subsections (f)(1) and (2) of this section, the City shall not be required to provide a density bonus or incentive for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.—~~

~~(g)—*Condominium conversions.*—~~

~~(1)—An applicant shall be eligible for either a density bonus or other incentives or concessions of equivalent financial value in accordance with state law if the applicant for a conversion of existing rental apartments to condominiums agrees to provide 33 percent of the total units of the proposed condominium project as target units affordable to households with moderate incomes or less, or to provide 15 percent of the total units in the condominium conversion project as target units affordable to lower income households. All such target units shall remain affordable for the period specified in the density bonus housing agreement.—~~

~~(2)—For purposes of this subsection, a density bonus means an increase in units of 25 percent over the number of units to be provided within the existing structure or structures proposed for conversion.—~~

~~(3) — No condominium conversion shall be eligible for a density bonus if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives or concessions were previously provided pursuant to this section or Government Code Section 65915.~~

~~(h)~~ *Processing of bonus request.*

(1) *Permit required.* Residential development projects that include a request for a density bonus and/or incentive pursuant to this section shall require the approval of a conditional use permit, which shall be approved by the City Council, provided, however, that in no event shall City Council withhold approval of a density bonus to which an affordable housing development is entitled to under state law.

(2) *Initial review of density bonus request.* The director shall notify the applicant whether the application is complete within 30 days of filing the application, in a manner consistent with [California Government Code Section 65943](#). The director shall notify the applicant within 90 days of the filing of the conditional use permit application whether the residential development project qualifies for the density bonus and incentives described in this section.

(3) *Criteria to be considered.* Criteria to be considered in analyzing a request for a density bonus shall include whether the applicant has agreed to construct affordable units that meet the requirements of ~~subsection (e) of this section~~ [California Government Code Section 65915\(k\)](#). Criteria to be considered in analyzing a requested incentive shall include whether an incentive has a specific adverse impact upon health, safety or the physical environment, and whether there is no feasible method to eliminate or mitigate such specific adverse impact.

(4) The applicant shall enter into an agreement with the City or its designee to maintain and enforce the affordable housing component of the housing development.

(5) An application for a density bonus permit will not be processed until all of the provisions of this section are complied with as determined by the director and shall be processed concurrently with other required entitlements, if applicable.

(6) *Required documents.* All applications for a density bonus, developer incentive, or waiver or modification of development standards must include the following information:

- a. A description of the project, including the number of dwelling units, the number of affordable units and level of affordability, and the location of the affordable units;
- b. The specific developer incentive(s) sought, if any, and documentation regarding the necessity of the incentive in order to provide affordable housing costs or rents;
- c. The specific waiver or modification to development standard(s), if any, and documentation regarding the necessity of the waiver or modification, including documentation demonstrating that the City's development standards physically preclude the utilization of a density bonus;
- d. For parking standard modification requests, that the requirements of ~~subsection (i) of~~ this section are met;
- e. The proposed method of ensuring the continued affordability of all low, very low, or moderate units, or senior units, transitional foster youth, disabled veterans, homeless, or child care facilities, that qualified the applicant for the award of the density bonus for at least 55 years, as required by California Government Code Section 65915(c)(1);
- f. For the application for a density bonus permit for the donation of land, the application must show the location of the land in addition to including sufficient information to establish that each requirement California Government Code Section 65915(g)(2) has been met;
- g. The application for a density bonus permit for a development that includes a child care facility that will be located on the premises of, as part of, or adjacent to, the project (California Government Code Section 65915(b)), shall show the location and square footage of the child care facility in addition to including sufficient information as how the applicant proposes to regulate attendance at the child care

facility to conform to the requirements of California Government Code Section 65915(h)(2)(B).

- h. Other relevant information requested by City staff.
- i. An application for a density bonus permit shall be accompanied by the fee set by resolution of the City Council.
- j. If an application for a density bonus permit requires an unusual amount or specialized type of study or evaluation by City staff, a consultant or legal counsel, City staff shall estimate the cost thereof and require the applicant to pay an additional fee or make one or more deposits to pay such cost before the study or evaluation is begun. On completion of the study or evaluation, and before the City Council decides the application, City staff shall determine the actual cost of the work and the difference between the actual cost and the amount paid by the applicant, and shall require the applicant to pay any deficiency or shall refund to the applicant any excess.

(7) *Findings for approval.* In addition to the findings required for the approval of a conditional use permit, the following additional findings must be made for the approval of a density bonus:

- a. The residential development project would not be a hazard or nuisance to the city at large or establish a use or development inconsistent with the goals and policies of the City's General Plan;
- b. The number of dwelling units can be accommodated by existing and planned infrastructure capacities;
- c. Adequate evidence exists to ensure that the development of the property would result in the provision of affordable housing in a manner consistent with the purpose and intent of this section;
- d. In the event that the City does not grant at least one incentive described in ~~subsection (d)(5) of this section~~ [California Government Code Section 65915\(k\)](#), that additional concessions or incentives are not necessary to provide housing

at an affordable housing cost, as defined in California Health and Safety Code sections 50052.5 and 50053; and

e. There are sufficient provisions to guarantee that the lower and very low income units will remain affordable in the future.

~~(i) — Vehicular parking ratio.~~

~~(1) — Upon approval of a density bonus application and at the request of the developer, the City may only require the following maximum parking space requirements, except where noted under subsection (i)(2) of this section:~~

~~a. — Zero to one bedroom: one onsite parking space~~

~~b. — Two to three bedrooms: two onsite parking spaces~~

~~c. — Four or more bedrooms: two and one half parking spaces~~

~~(2) — Exceptions. Upon request of the applicant, the following maximum parking standards shall apply, inclusive of disabled and guest parking, to the entire housing development subject to this section, as required by California Government Code Section 65915(p)(2):~~

~~a. — A maximum of 0.5 parking spaces per bedroom shall apply when all the following conditions apply:~~

~~i. — The development includes the maximum percentage of low or very low income units provided for in subsection (d)(3) of this section.~~

~~ii. — The development is located within 0.5 mile of a major transit stop, as defined in California Public Resources Code Section 21155(b).~~

~~iii. — There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.~~

ITEM 7.2 – Exhibit A to Attachment A

~~b. — A maximum of 0.5 parking spaces per unit shall apply when all the following conditions apply:~~

~~i. — The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in California Health and Safety Code Section 50052.5.~~

~~ii. — The development is located within 0.5 mile of a major transit stop, as defined in California Public Resources Code Section 21155(b).~~

~~iii. — There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.~~

~~c. — A maximum of 0.5 parking spaces per unit shall apply when all the following conditions apply:~~

~~i. — The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in California Health and Safety Code Section 50052.5.~~

~~ii. — The development is for individuals who are 62 years of age or older and which complies with California Civil Code sections 51.2 and 51.3.~~

~~iii. — The development shall have either paratransit service or unobstructed access, within 0.5 mile, to fixed-bus route service that operates at least eight times per day.~~

~~d. — A maximum of 0.3 parking spaces per unit shall apply when all the following conditions apply:~~

~~i. — The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in California Health and Safety Code Section 50052.5.~~

~~ii.—The development is a special needs housing development, as defined in California Health and Safety Code Section 51312.~~

~~iii.—The development shall have either paratransit service or unobstructed access, within 0.5 mile, to fixed bus route service that operates at least eight times per day.~~

~~(3)—If the total number of parking spaces required for the qualified housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, “on-site parking” may be provided through tandem parking or uncovered parking, but not through on-street parking.~~

~~(4)—An applicant may request additional parking incentives beyond those provided in this section if applied for pursuant to subsection (d) of this section (Government Code Section 65915(p)(3)).~~

~~(5)—Notwithstanding allowances in subsection (i)(2) of this section, if the City or an independent consultant has conducted an area-wide or jurisdiction-wide parking study in the last seven years, then the City may impose a higher vehicular parking ratio not to exceed the ratio described in subsection (i)(1) of this section, based on substantial evidence found in the parking study that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low and very low income individuals, including seniors and special needs individuals. The City shall pay the costs of any new study. The City shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.~~

8.1

ACCESSORY DWELLING UNIT REGULATIONS

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City of Laguna Woods

Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: August 19, 2020 Regular Meeting

SUBJECT: Accessory Dwelling Unit 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, AMENDING SECTIONS 13.06.010, 13.08.010, AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

Background

An “accessory dwelling unit” (sometimes referred to as a granny flat, in-law unit, backyard cottage, or secondary unit), as defined by state law, is an attached residential dwelling unit located within a proposed or existing primary dwelling, including attached garages, storage areas, or similar uses, or an accessory structure, or a residential dwelling unit detached from a proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as where a separate single-family dwelling or a multi-family dwelling is or will be situated. Efficiency units and manufactured homes, as those terms are defined by state law, are also included within the definition of an accessory dwelling unit.

State law requires cities to either adopt ordinances that conform to the provisions of California Government Code Section 65852.2 related to accessory dwelling units, or apply the provisions of state law set forth therein. By adopting local ordinances, cities are able to exercise a limited amount of discretion to include additional provisions that would not otherwise apply.

The City Council adopted the existing accessory dwelling unit regulations in April 2019, pursuant to previous state requirements.

On July 15, 2020, a public hearing was held and the City Council introduced and approved the first reading of an ordinance (Attachment A) which, if adopted, would amend regulations related to accessory dwelling units.

Discussion

Today's meeting is an opportunity for City Council action, as well as public input, on proposed accessory dwelling unit regulations (Attachment A). Staff recommends that the City Council adopt the proposed ordinance in order to ensure that regulations are clear and consistent with state law, as well as to adopt certain additional provisions as permitted by state law.

The following legislation was chaptered into state law subsequent to the City Council's adoption of the existing accessory dwelling unit regulations:

- Senate Bill 13 (Accessory dwelling units.)
- Assembly Bill 68 (Land use: accessory dwelling units.)
- Assembly Bill 587 (Accessory dwelling units: sale or separate conveyance.)
- Assembly Bill 670 (Common interest developments: accessory dwelling units.)
- Assembly Bill 671 (Accessory dwelling units: incentives.)
- Assembly Bill 881 (Accessory dwelling units.)

Irrespective of whether or not the City Council adopts the proposed ordinance, state law requires the City to permit the development of accessory dwelling units that comply with applicable provisions of state law. The proposed ordinance would codify a local version of the State's regulations with the following additional provisions as permitted by California Government Code Section 65852.2:

- Limit accessory dwelling units to 850 square feet if they contain zero or one bedroom or 1,000 square feet if they contain more than one bedroom
- Limit a detached, new construction, accessory dwelling unit to not more than 800 square feet and a height of not more than 16 feet
- Limit attached accessory dwelling units to 1,200 square feet in total floor area and not more than 50% the size of the primary dwelling
- Require compliance with local building codes

The proposed ordinance does NOT:

- Require the development of accessory dwelling units; or
- Interfere with nor prohibit a private property owner or homeowners' association's ability to regulate or prohibit accessory dwelling units on lots for which they have such control. Existing state law requires homeowners' associations to comply with California Civil Code Section 4751 and California Government Code sections 65852.2 and 65852.22 as they apply to accessory dwelling units on lots zoned for single-family residential.

If the City Council takes the recommended action at today's meeting, the proposed ordinance would become effective in 30 days.

Environmental Review

The proposed amendments and additions to the Laguna Woods Municipal Code are exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Government Code sections 65852.1 and 65852.2 et seq. It can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any project that might implicate accessory dwelling unit considerations, any specific environmental effects would be speculative. The proposed amendments are further statutorily exempt from the provisions of the CEQA pursuant to Section 15282(h) of Title 14 of the California Code of Regulations, in that they constitute adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city in order to implement the provisions of California Government Code sections 65852.1 and 65852.2 as set forth in California Public Resources Code Section 21080.17.

Fiscal Impact

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

Attachment: A – Proposed Ordinance
 Exhibit A – Proposed Code Amendments

ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING SECTIONS 13.06.010, 13.08.010, AND 13.26.230 OF THE LAGUNA WOODS MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS

WHEREAS, state law requires cities to either adopt ordinances that conform to the provisions of California Government Code Section 65852.2 related to accessory dwelling units, or apply the provisions of state law set forth therein; and

WHEREAS, the City Council adopted accessory dwelling unit regulations on April 17, 2019 by Ordinance No. 19-02; and

WHEREAS, subsequent to the City Council’s adoption of Ordinance No. 19-02, the following legislation was chaptered into state law: Senate Bill 13, Assembly Bill 68, Assembly Bill 587, Assembly Bill 670, Assembly Bill 671, and Assembly Bill 881, California Statutes of 2019; and

WHEREAS, staff has recommended amendments of the Laguna Woods Municipal Code as set forth in the attached Exhibit A to this Ordinance (the “Code Amendments”) which, if adopted, would ensure that regulations are clear and consistent with state law, including the aforementioned legislation, as well as adopt certain additional provisions as permitted by California Government Code Section 65852.2; and

WHEREAS, the Community Development Director or his or her designee prepared an exhibit, including proposed language and terminology for the proposed Code Amendments and any additional information and documents deemed necessary for the City Council to take action, and such exhibit was available for public inspection at City Hall and, upon request, was supplied to all persons desiring a copy, at least 10 days prior to the scheduled City Council public hearing date; and

WHEREAS, on July 15, 2020, the City Council held a duly noticed public hearing on the proposed Code Amendments 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 DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that (i) each of the recitals to this Ordinance are true and correct, and are adopted herein as findings; (ii) the Code Amendments comply with all applicable requirements of State law; (iii) the Code Amendments will not adversely affect the health, safety, or welfare of the residents within the community; (iv) the Code Amendments are in the public interest of the City of Laguna Woods; and, (v) the Code Amendments are consistent with the Laguna Woods General Plan and its various elements.

SECTION 2. After reviewing the entire project record, the City Council hereby determines and certifies that the Code Amendments are exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to sections 15378(b) and 15061(b)(3) of Title 14 of the California Code of Regulations, in that they are consistent with California law, specifically California Government Code sections 65852.1 and 65852.2 et seq. It can be seen with certainty that this project has no possibility of having a significant effect on the environment. In the absence of any pending application for any project that might implicate accessory dwelling unit considerations, any specific environmental effects would be speculative. The proposed amendments are further statutorily exempt from the provisions of the CEQA pursuant to Section 15282(h) of Title 14 of the California Code of Regulations, in that they constitute adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city in order to implement the provisions of California Government Code sections 65852.1 and 65852.2 as set forth in California Public Resources Code Section 21080.17.

SECTION 3. Sections 13.06.010, 13.08.010, and 13.26.230 of the Laguna Woods Municipal Code are hereby amended to read as set forth in Exhibit A, attached to this Ordinance and incorporated herein by this reference.

SECTION 4. This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

SECTION 5. 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 6. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 7. 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 2020.

NOEL HATCH, Mayor

ATTEST:

YOLIE TRIPPY, CMC, 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, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Ordinance No. 20-XX** was duly introduced and placed upon its first reading at a regular meeting of the City Council on the XX day of XX 2020, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the XX day of XX 2020 by the following vote to wit:

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

YOLIE TRIPPY, CMC, City Clerk

**EXHIBIT A
CODE AMENDMENTS**

*Section 13.06.010(b) (“Definitions”) of Chapter 13.06 (“Definitions”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to delete the following (deletions shown with **strikethrough**):*

~~(18) *Accessory dwelling unit*: An attached or a detached dwelling unit that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a separate single-family dwelling is situated. "Accessory dwelling unit" shall also include efficiency units, as defined in California Health and Safety Code § 17958.1, and manufactured homes, as defined in California Health and Safety Code § 18007.~~

*Section 13.06.010(d) (“Definitions”) of Chapter 13.06 (“Definitions”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following (additions shown with **underlining**):*

(17) *Accessory dwelling unit*: An attached residential dwelling unit located within a proposed or existing primary dwelling, including attached garages, storage areas, or similar uses, or an accessory structure, or a residential dwelling unit detached from a proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, that provides complete independent living facilities for one or more persons including, at a minimum, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as where a separate single-family dwelling or a multi-family dwelling is or will be situated. This definition also includes “efficiency units,” as defined in California Health and Safety Code Section 17958.1, and “manufactured homes,” as defined in California Health and Safety Code Section 18007.

(18) *Accessory structure*: Shall have the same meaning as “accessory building” in Section 13.06.010(d)(15) of this Code.

(498) *Junior accessory dwelling unit*: A unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior

accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

Section 13.08.010 (“Intent and permitted uses”) of Chapter 13.08 (“Residential Districts”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended to add the following (additions shown with underlining):

Land Use Types	Districts			Code References
	RMF	RC	RT	
<u>Junior Accessory Dwelling Unit</u>	<u>P</u>	<u>P</u>	<u>P</u>	

Section 13.26.230 (“Accessory dwelling units”) of Chapter 13.26 (“Special Regulations”) of Title 13 (“Zoning”) of the Laguna Woods Municipal Code is amended and restated in its entirety to read as follows:

Sec. 13.26.230. - Accessory dwelling units.

(a) *Purpose and intent.* The purpose and intent of this section is to provide for the development of accessory dwelling units, consistent with California Government Code sections 65852.150 and 65852.2, and other applicable law.

(b) *Applicability.* This section applies to all lots located within a residential zoning district that are occupied, or proposed to be occupied, with a single-family dwelling unit or multi-family dwelling unit. Nothing in this section shall interfere with nor prohibit a private property owner or homeowners’ association’s ability to regulate or prohibit accessory dwelling units on lots for which they have such control, unless such lots are zoned for single-family residential use that meets the requirements of California Government Code sections 65852.2 and 65852.22, in which case the provisions of California Civil Code Section 4751 shall apply.

(c) *Definitions.* For purposes of this section only, the following definitions, and the definitions set forth in California Government Code Section 65852.2, as may be amended from time to time, shall apply:

(05) *Housing organization* shall mean a bona fide nonprofit or not-for-profit organization that primarily does business or is involved in housing development, policy, or issues.

(10) *Living area* shall mean the interior habitable area of a dwelling unit, including basements and attics, but not including a garage or any accessory structure.

(15) *Lot* shall have the same meaning as set forth in Chapter 13.06 of this Code.

(20) *Passageway* shall mean a pathway that is unobstructed clear to the sky, extending from a street to one entrance of an accessory dwelling unit.

(25) *Proposed single-family dwelling* and *proposed primary dwelling* shall mean a single-family and/or primary dwelling that is the subject of a permit application filed with the City and that meets the requirements for City permitting.

(30) *Public transit* shall mean a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, or other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(35) *Tandem parking* shall mean a driveway or any other location on a lot where two or more automobiles are able to park lined up behind one another.

(d) *Regulatory considerations.* Accessory dwelling units that meet the requirements of this section shall not be considered by the City when calculating the allowable density for the lot upon which the accessory dwelling unit is located, and shall be deemed to be a residential use that is consistent with the General Plan and applicable zoning.

(e) *Review times.* Applications for accessory dwelling units shall be approved or disapproved within 60 calendar days after receiving a completed application.

(f) *Development standards for accessory dwelling units contained within the space of a proposed or existing single-family dwelling or accessory structure, or existing multifamily dwelling.*

(1) The following provisions apply to accessory dwelling units contained within the space of a proposed or existing single-family dwelling or accessory structure, or existing multifamily dwelling:

- a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary dwelling.
- b. Accessory dwelling units may be rented or leased separately from the primary dwelling, but must be for a period of more than 30 days.
- c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- d. Accessory dwelling units shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility, nor shall any related connection fee or capacity charge be imposed. This provision extends to local agencies, special districts, and water corporations.
- e. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary dwelling and may employ alternative methods for fire protection.

(g) *Development standards for attached or detached accessory dwelling units.*

(1) The following provisions apply to attached or detached accessory dwelling units:

- a. Accessory dwelling units shall not be sold or otherwise conveyed separately from the primary dwelling.
- b. Accessory dwelling units may be rented or leased separately from the primary dwelling.

ITEM 8.1 – Exhibit A to Attachment A

c. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

d. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary dwelling and may employ alternative methods for fire protection.

e. A local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility for accessory dwelling units, unless the accessory dwelling unit is contained within the space of an existing single-family dwelling. Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall not exceed the reasonable cost of providing service. Water and sewer charges must be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system.

f. The maximum square footage for an accessory dwelling unit, unless otherwise specified herein, is: (1) 850 square feet for an accessory dwelling unit with zero or one bedroom; or (2) 1,000 square feet for an accessory dwelling unit with more than one bedroom; and no more than 50 percent of the primary dwelling for an attached accessory dwelling unit. For attached accessory dwelling units that would exceed the 50 percent area of a primary dwelling threshold, the attached accessory dwelling unit may be a maximum of 800 square feet.

g. The accessory dwelling unit is no more than 16 feet in height.

h. The side and rear setbacks are at least 4 feet.

(h) *Parking requirements and exemptions.*

(1) Parking requirements for attached or detached accessory dwelling units are one parking space per unit or per bedroom, whichever is less. No parking spaces shall be required for accessory dwelling units converted from a demolished garage, carport, or covered parking structure of an existing single-family or multifamily dwelling or accessory structure.

(2) Accessory dwelling units are exempt from the parking requirements set forth in this section when any one or more of the following are true:

a. The accessory dwelling unit is located within one-half mile walking distance of public transit.

b. The accessory dwelling unit is located within an architecturally and historically significant historic district.

c. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

d. A car share vehicle is located within one block of the accessory dwelling unit.

(3) Required parking spaces for accessory dwelling units shall be permitted in setback areas in locations determined by the City or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(4) When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking is not required for the lost parking space(s).

(i) *Permitted accessory dwelling units.*

(1) CATEGORY 1: CONVERSIONS IN SINGLE-FAMILY DWELLINGS: Applications for one accessory dwelling unit contained within the space of proposed or existing a single-family

ITEM 8.1 – Exhibit A to Attachment A

residence or accessory structure shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling unit complies with applicable City building codes.
- b. The accessory dwelling unit complies with applicable provisions of Section 13.26.230(f) and 13.26.230(h) of this Code.
- c. Any expansion of space is limited to accommodating ingress and egress for the accessory dwelling unit and does not exceed 150 square feet.
- d. The accessory dwelling unit has independent exterior access from the existing residence.
- e. The accessory dwelling unit has side and rear setbacks sufficient for fire safety.

(2) **CATEGORY 2: DETACHED UNITS FROM SINGLE-FAMILY DWELLINGS:** Applications for the new construction of one detached accessory dwelling unit per lot with a proposed or existing single-family dwelling, which may be consolidated with an application for a junior accessory dwelling unit contained within the space of the proposed or existing single-family dwelling, shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling unit complies with applicable City building codes.
- b. The accessory dwelling unit complies with applicable provisions of sections 13.26.230(g) and 13.26.230(h) of this Code.
- c. The total floor area of the accessory dwelling unit does not exceed 800 square feet.

(3) **CATEGORY 3: CONVERSIONS IN MULTIFAMILY DWELLINGS:** Applications for multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, and garages) shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling units comply with applicable City building codes.
- b. The accessory dwelling units comply with applicable provisions of Section 13.26.230(f) and 13.26.230(h) of this Code.
- c. The number of accessory dwelling units within an existing multifamily dwelling structure shall not be more than 25 percent of the existing multifamily dwelling units.

(4) **CATEGORY 4: DETACHED UNITS FROM MULTIFAMILY DWELLINGS:** Applications for up to two detached accessory dwelling units per lot with an existing multifamily dwelling shall be ministerially approved with a building permit if all of the following are true:

- a. The accessory dwelling units comply with applicable City building codes.
- b. The accessory dwelling units comply with applicable provisions of sections 13.26.230(g) and 13.26.230(h) of this Code.

8.2
TEMPORARY SIGN PERMIT FEES (AGENDIZED
BY COUNCILMEMBER CONNERS)
(NO REPORT)

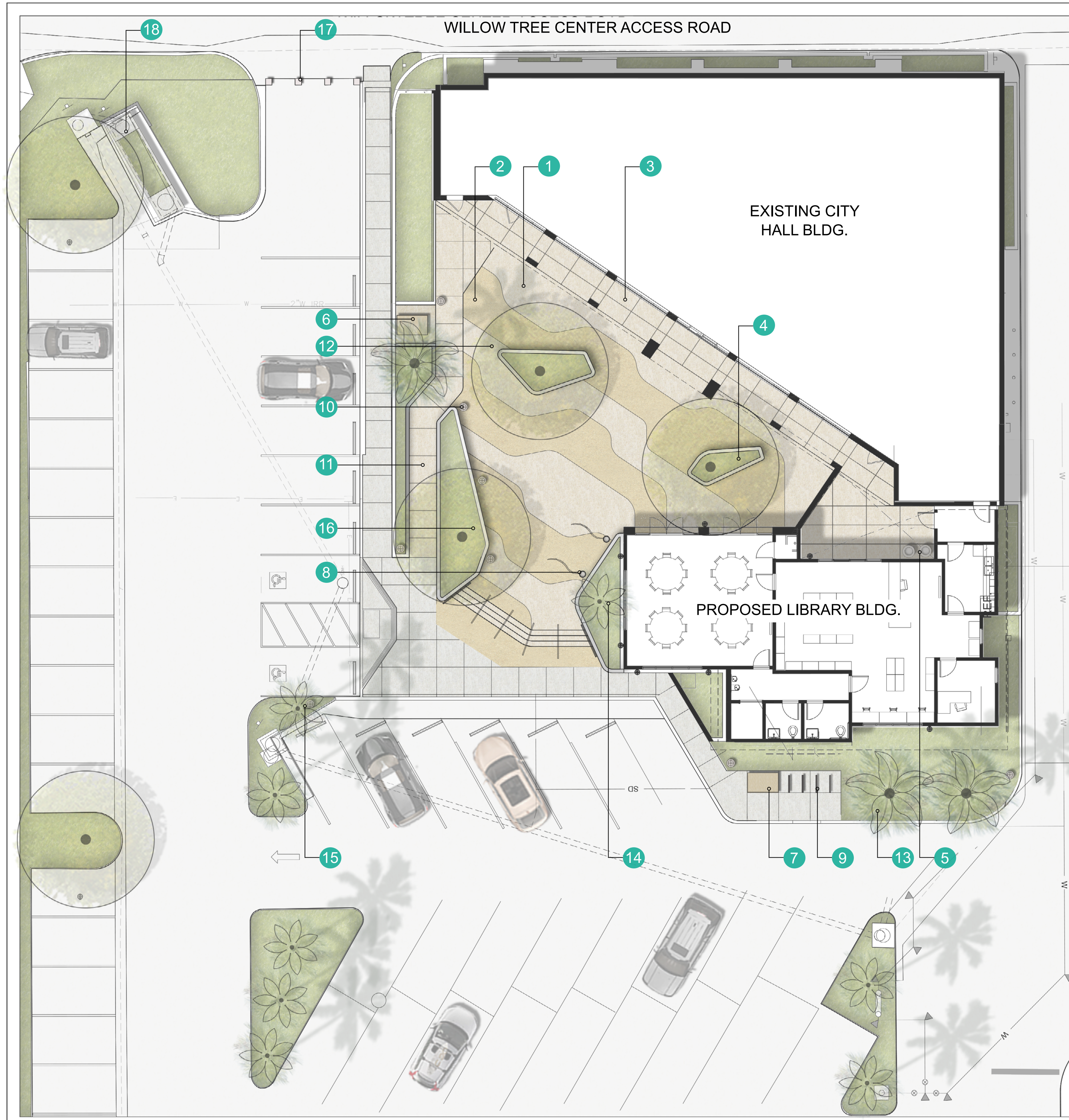
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8.3

**FISCAL YEARS 2019-21 BUDGET AND WORK
PLAN & FISCAL YEARS 2019-30 CAPITAL
IMPROVEMENT PROGRAM**

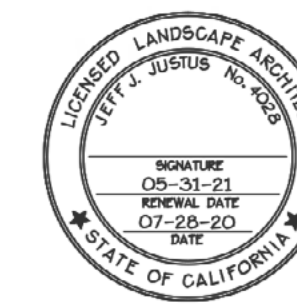
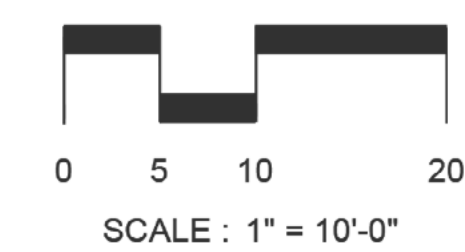
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EL TORO ROAD



LEGEND

- 1 Concrete # 1
- 2 Concrete # 2
- 3 Standard Concrete
- 4 Raised Planters
- 5 Trash and Recycling Receptacles
- 6 Ballot Box
- 7 Library Drop-off Box
- 8 Flag Poles
- 9 Bike Racks
- 10 Pedestrian Lighting
- 11 Accessible Ramp
- 12 Canopy Tree
- 13 Accent Palm
- 14 Accent Specimen
- 15 Existing Palm Tree to Remain, Typ.
- 16 Utility Stubout for Future Water Feature
- 17 Existing Bollards
- 18 Stormwater Treatment Unit



**SCHMIDT
DESIGN
GROUP**

1310 Rosecrans St., Suite G, San Diego, CA 92106
619.236.1462
LIC. CA 2138 | NV 219 | AZ 34139
SCHMIDTDESIGN.COM PLT DATE: 08.09.2020

SDG PRJ # 20-105

DN BY: AS, BP CK BY: JJ, JT

3817 Ray Street San Diego, Ca 92104
e info@obrarchitecture.com
w obrarchitecture.com
t 619.564.7586
f 619.568.3636

obr

GARRICK OLIVER CHRISTOPHER BITTNER ANNEY ROSENTHAL-HALL

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**NOT FOR
CONSTRUCTION**

CITY OF LAGUNA WOODS CITY HALL/PUBLIC LIBRARY PROJECT
24264 El Toro Rd, Laguna Woods, CA 92637

**LANDSCAPE CONCEPT - OPTION A
SCHEMATIC DESIGN**

Date Issued 07.28.2020

Job No. CLW-006

Sheet No.

L-1A

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8.4
CITY COUNCIL MEETING SCHEDULE
(NO REPORT)

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