

CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting
Wednesday, January 19, 2022
2:00 p.m.

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

Carol Moore
Mayor

Cynthia Conners
Mayor Pro Tem

Noel Hatch
Councilmember



Shari L. Horne
Councilmember

Ed H. Tao
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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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

1-14-22
Date

NOVEL CORONAVIRUS (COVID-19) NOTICE

Please exercise caution when attending City Council meetings. If you attend this meeting, please abide by all applicable state and local public health orders.

OPTIONS FOR PUBLIC COMMENTS

1. Attend the meeting in-person.

2. Submit public comments in writing. 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 2:00 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.

3. Make public comments by telephone. Dial (669) 900-6833. When prompted enter the following meeting ID: 880 5854 0814 followed by pound (#) and the following meeting passcode: 374568 followed by pound (#). When an item you wish to comment on is discussed, press *9 on your phone to raise your hand. When it is your turn, you will be unmuted and able to speak. Please note that your telephone number will be visible to the City. No party should expect privacy of such information.

4. Make public comments by computer.

- Visit www.zoom.us
- Click on “Join a Meeting” toward the top right of the webpage
- Enter the following meeting ID: 880 5854 0814
- Open the Zoom application following the on-screen prompts
- Enter the following meeting password: 374568
- Enter a name and email address as required by Zoom

When an item you wish to comment on is discussed, click on “Raise Hand.” When it is your turn, you will be unmuted and able to speak. Please note that information you enter into Zoom will be visible to the City. No party should expect privacy of such information.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 Moment of Silence – Martin Luther King, Jr. Day

Recommendation: Observe a moment of silence.

4.2 County of Orange Redistricting – Supervisorial Districts

Recommendation: Receive and file.

4.3 City Hall/Public Library Project Update

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 December 15, 2021.

6.2 City Treasurer's Report

Recommendation: Receive and file the City Treasurer's Report for the month of December 2021.

6.3 Warrant Register

Recommendation: Approve the warrant register dated January 19, 2022 in the amount of \$958,451.62.

6.4 Teleconferencing for Meetings

Recommendation: Adopt a resolution titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY BILL 361 (2021-2022)

6.5 Fiscal Years 2021-23 Budget Adjustments

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF GENERAL FUND, CAPITAL PROJECTS FUND, AND STATE OF CALIFORNIA GRANTS FUND APPROPRIATIONS FOR THE "WOODS END WILDERNESS PRESERVE TRAIL DRAINAGE AND IMPROVEMENT PROJECT"

6.6 CalRecycle Grant Programs

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (“CALRECYCLE”) GRANTS FOR WHICH THE CITY OF LAGUNA WOODS IS ELIGIBLE, AND MAKING OTHER AUTHORIZATIONS RELATED TO THE ADMINISTRATION OF CALRECYCLE GRANTS

6.7 Building Official, Permit Counter, and Inspection Services

Recommendation: Approve an agreement with Interwest Consulting Group for building official, permit counter, and inspection services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.8 Lot Line Adjustment LLA-1309 to adjust the boundaries of two adjacent parcels owned by the City of Laguna Woods and the El Toro Water District located in the vicinity of the intersection of El Toro Road and Aliso Creek Road in Laguna Woods, CA 92637

Recommendation: Approve an amendment to the agreement for acquisition of real property (including a grant deed) with the El Toro Water District to transfer a portion of a City-owned parcel upon which Woods End Wilderness Preserve is located (Assessor’s Parcel Number: 622-071-22; in the vicinity of the intersection of El Toro Road and Aliso Creek Road and 24995 El Toro Road, Laguna Woods, CA 92637) to the El Toro Water District and authorize the Mayor to execute the amendment, subject to approval as to form by the City Attorney.

6.9 Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)

Recommendation: Approve an amendment of the contract agreement with All American Asphalt for the construction of the “Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)”, and

authorize the City Manager to execute the amendment, subject to approval as to form by the City Attorney.

VII. PUBLIC HEARINGS

- 7.1 Conditional Use Permit CUP-1500 to allow for (a) the establishment of an automobile service station, (b) the establishment of a vehicle washing facility, (c) alcoholic beverage sales, (d) tobacco and cigarette sales, (e) alternative provisions to off-street parking regulations set forth in the Laguna Woods Municipal Code, and (f) exceptions and modifications to the wall height provisions set forth in the Laguna Woods Municipal Code, at 24202 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 CONDITIONAL USE PERMIT CUP-1500 TO ALLOW FOR (A) THE ESTABLISHMENT OF AN AUTOMOBILE SERVICE STATION, (B) THE ESTABLISHMENT OF A

VEHICLE WASHING FACILITY, (C) ALCOHOLIC BEVERAGE SALES, (D) TOBACCO AND CIGARETTE SALES, (E) ALTERNATIVE PROVISIONS TO OFF-STREET PARKING REGULATIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AND (F) EXCEPTIONS AND MODIFICATIONS TO THE WALL HEIGHT PROVISIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AT 24202 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15332 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

7.2 Community Development Block Grant (CDBG) Public Facilities & Improvements Project Proposal

Recommendation:

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Ratify the City Manager's submittal of a proposal to the County of Orange requesting \$150,000 in Community Development Block Grant (CDBG) funds under the Fiscal Year 2022-23

Public Facilities & Improvements grant program (County of Orange RFP No. 012-212301) to support the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6”, which generally consists of curb ramp and detectable warning improvements on Moulton Parkway and sidewalk improvements on El Toro Road.

AND

6. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RATIFYING THE SUBMITTAL OF A PROPOSAL TO THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, PROSPECTIVELY ACCEPTING THE AWARD OF SUCH CDBG FUNDS, AND MAKING RELATED AUTHORIZATIONS RELATED TO THE FISCAL YEAR 2022-23 PUBLIC FACILITIES & IMPROVEMENTS GRANT PROGRAM (COUNTY OF ORANGE RFP NO. 012-212301)

VIII. CITY COUNCIL BUSINESS

8.1 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.

8.2 California Assembly Bill 1595 (Quirk-Silva and Choi) (2021-2022) (agendized by Mayor Moore)

Recommendation: Adopt a position in support of California Assembly Bill 1595 (Quirk-Silva and Choi) (2021-2022) (Veterans cemetery: County of Orange) and authorize the Mayor to sign related correspondence.

8.3 Compensation Equity Guidelines for Public Employees in Orange County (agendized by Mayor Moore)

Recommendation: Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, EXPRESSING SUPPORT FOR COMPENSATION EQUITY GUIDELINES FOR PUBLIC EMPLOYEES IN ORANGE COUNTY

IX. CITY COUNCIL REPORTS AND COMMENTS

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

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

X. CLOSED SESSION

XI. CLOSED SESSION REPORT

XII. ADJOURNMENT

Next Regular Meeting:

Wednesday, February 16, 2022 at 2 p.m.
Laguna Woods City Hall
24264 El Toro Road, Laguna Woods, California 92637

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4.1
MOMENT OF SILENCE –
MARTIN LUTHER KING, JR. DAY
(NO REPORT)

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4.2

**COUNTY OF ORANGE REDISTRICTING –
SUPERVISORIAL DISTRICTS
(*NO REPORT*)**

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4.3
CITY HALL/PUBLIC LIBRARY PROJECT UPDATE
(NO REPORT)

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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: January 19, 2022 Regular Meeting
SUBJECT: Consent Calendar Summary

Recommendation

Approve all proposed actions on the January 19, 2022 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 January 19, 2022 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on December 15, 2021.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of December 2021.
- 6.3 Approval of the warrant register dated January 19, 2022 in the amount of \$958,451.62. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at or from City Hall.

- 6.4 Adoption of a resolution allowing for the continued use of teleconferencing for meetings during the COVID-19 State of Emergency, pursuant to California Assembly Bill 361 (2021-2022). The proposed resolution includes the findings required by California Government Code Section 54953(e)(3) for the City Council to continue holding meetings via teleconferencing.
- 6.5 Adoption of a resolution amending and adopting the Fiscal Years 2021-23 Budget and Work Plan for Fiscal Year 2021-22 commencing July 1, 2021 and ending June 30, 2022, and Fiscal Year 2022-23 commencing July 1, 2022 and ending June 30, 2023, related to adjustments of General Fund, Capital Projects Fund, and State of California Grants Fund appropriations for the “Woods End Wilderness Preserve Trail Drainage and Improvement Project.” The proposed resolution would adjust appropriations for the Woods End Wilderness Preserve Trail Drainage and Improvement Project in three funds to reflect an increased Proposition 68 (Per Capita Program) allocation and corresponding increase in the required match.
- 6.6 Adoption of a resolution authorizing the submittal of application(s) for all California Department of Resources Recycling and Recovery (“CalRecycle”) grants for which the City of Laguna Woods is eligible, and making other authorizations related to the administration of CalRecycle grants. The proposed resolution would authorize the submittal of applications for CalRecycle grants, as well as the City Manager’s execution of those grant applications and related documents. The proposed resolution is based on a sample provided by CalRecycle, which is why its form and content differs from what the City Council might otherwise expect to receive from staff.
- 6.7 Approval of an agreement with Interwest Consulting Group for building official, permit counter, and inspection services and authorization for the City Manager 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 October 7, 2021 with proposals due no later than October 29, 2021. Five proposals were received (4Leaf, CSG Consultants, Interwest Consulting Group, West Coast Code Consultants, and Willdan Engineering). After reviewing all proposals and interviewing finalist firms, staff recommends that the City Council award the agreement to Interwest Consulting Group due to factors including, but not limited to, experience, qualifications, and understanding of the City’s needs. Interwest Consulting Group provides or has provided similar services

for the cities of Anaheim, Costa Mesa, Garden Grove, Inglewood, Irvine, La Habra, Lake Forest, Pomona, Tustin, Wildomar, and Yorba Linda.

If the City Council takes the recommended action at today's meeting, staff anticipates terminating the existing agreement with Willdan Engineering for building official, permit counter, and inspection services. This action is intended to promote the efficient and effective conduct of City business.

- 6.8 Approval of an amendment to the agreement for acquisition of real property (including a grant deed) with the El Toro Water District to transfer a portion of a City-owned parcel upon which Woods End Wilderness Preserve is located (Assessor's Parcel Number: 622-071-22; in the vicinity of the intersection of El Toro Road and Aliso Creek Road and 24995 El Toro Road, Laguna Woods, CA 92637) to the El Toro Water District and authorization for the Mayor to execute the amendment, subject to approval as to form by the City Attorney. The proposed amendment would replace the grant deed that was included with the original agreement with a new grant deed that incorporates modifications requested by the County of Orange.
- 6.9 Approval of an amendment of the contract agreement with All American Asphalt for the construction of the "Pavement Management Plan Project (Southbound Moulton Parkway between Via Campo Verde and Calle Cortez)", and authorization for the City Manager to execute the amendment, subject to approval as to form by the City Attorney. The proposed amendment would modify only the timing of the City's issuance of a notice to proceed for the project. The project would still be completed during Fiscal Year 2021-22, per the Fiscal Years 2021-32 Capital Improvement Program.

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6.1
CITY COUNCIL MINUTES

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**CITY OF LAGUNA WOODS CALIFORNIA
CITY COUNCIL MINUTES
REGULAR MEETING
December 15, 2021
2:00 P.M.
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, California 92637**

I. CALL TO ORDER

Mayor Horne 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, Hatch, Tao, Moore, Horne
 ABSENT: -

All councilmembers participated via teleconference.

STAFF PRESENT: City Manager Macon, City Attorney Patterson, City Clerk Trippy,
 Administrative Services Director/City Treasurer Torres

All staff participated in-person at the meeting location.

III. PLEDGE OF ALLEGIANCE

City Clerk Trippy led the pledge of allegiance.

IV. PRESENTATIONS AND CEREMONIAL MATTERS

4.1 City Hall/Public Library Project Update

City Manager Macon provided an update.

Councilmembers made comments.

Kathryn Freshley, resident, thanked the City for the update.

V. PUBLIC COMMENTS

Captain Gene Inouye, Chief of Police Services, announced that he is retiring and thanked the City Council and City staff for their support.

Mayor Horne and Mayor Pro Tem Horne briefly responded to Chief of Police Services Inouye's comments.

VI. CONSENT CALENDAR

Moved by Councilmember Conners, seconded by Mayor Pro Tem Moore, and carried unanimously on a 5-0 vote, to approve Consent Calendar items 6.1 – 6.8. This vote was conducted by roll call.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on November 17, 2021.

6.2 City Treasurer's Report

Received and filed the City Treasurer's Report for the month of November 2021.

6.3 Warrant Register

Approved the warrant register dated December 15, 2021 in the amount of \$653,870.90.

6.4 Teleconferencing for Meetings

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY BILL 361 (2021-2022)

6.5 Fiscal Years 2021-23 Budget Adjustment

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF GENERAL FUND AND CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE "WOODS END WILDERNESS PRESERVE TRAIL DRAINAGE AND IMPROVEMENT PROJECT"

6.6 Measure M2 Expenditure Report

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING AND CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR FISCAL YEAR 2020-21 COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021

6.7 Solid Waste Handling Services

Adopted a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING A FIRST AMENDMENT OF THE AGREEMENT WITH CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES, AND AUTHORIZING ITS EXECUTION

6.8 Laguna Woods Civic Support Fund

Appointed Young Lee to the Board of Directors for the Laguna Woods Civic Support Fund as a resident member.

VII. PUBLIC HEARINGS – None

VIII. CITY COUNCIL BUSINESS

8.1 Annual Comprehensive Financial Report

City Manager Macon introduced the item.

Eric Xin, Brown Armstrong Accountancy Corporation, made a presentation.

Councilmembers discussed the item and Mr. Xin answered related questions.

Moved by Mayor Pro Tem Moore, seconded by Councilmember Connors, and carried unanimously on a 5-0 vote, to receive and file the following documents, each dated November 19, 2021:

1. Annual Comprehensive Financial Report with Report on Audit by Independent Auditors for the Year Ended June 30, 2021 (Fiscal Year 2020-21)

AND

2. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed

in Accordance with Government Auditing Standards

AND

3. Independent Auditor's Statements on Auditing Standards 114 Letter: The Auditor's Communication with Those Charged with Governance

AND

4. Appropriations Limit Worksheet with Independent Accountant's Report on Applying Agreed-Upon Procedures for the Fiscal Year Ended June 30, 2021

This vote was conducted by roll call.

City Manager Macon thanked Mr. Xin and Administrative Services Director/City Treasurer Torres for their work on the annual comprehensive financial report.

8.2 Residential Density Bonus Standards Regulations

City Manager Macon made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Conners, seconded by Councilmember Hatch, and carried unanimously on a 5-0 vote, to approve a 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 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.

This vote was conducted by roll call.

Kathryn Freshley, resident, asked about the implications of the ordinance on the approval of future housing development projects.

City Manager Macon responded to Ms. Freshley's question and noted that the ordinance only changes the approval process for residential density bonus applications.

8.3 National Opioids Settlement

City Attorney Patterson made a presentation.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hatch, seconded by Councilmember Tao, and carried unanimously on a 5-0 vote, to:

1. Authorize the City Manager to execute the settlement agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation as part of the National Opioids Settlement, and elect for the City to receive direct payment of settlement funds. For the purpose of this recommendation, “settlement agreement” includes the participation form for the settlement including a release of claims and a separate signature page for California’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds, as well as any other documents or certifications that may be necessary to finalize or implement the settlement agreement.

AND

2. Authorize the City Manager to execute the settlement agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. as part of the National Opioids Settlement, and elect for the City to receive direct payment of settlement funds. For the purpose of this recommendation, “settlement agreement” includes the participation form for the settlement including a release of claims and a separate signature page for California’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds, as well as any other documents or certifications that may be necessary to finalize or implement the settlement agreement.

This vote was conducted by roll call.

8.4 Administrative Encroachment Permit for 24202 Moulton Parkway, Laguna Woods, CA 92637

City Manager Macon made a presentation.

Councilmembers discussed the item.

Moved by Councilmember Tao, seconded by Councilmember Connors, and carried unanimously on a 5-0 vote, to approve an Agreement Containing Covenants Affecting Real Property (Administrative Encroachment Permit) for 24202 Moulton Parkway, Laguna Woods, CA 92637 and authorize the Mayor to execute the administrative encroachment permit, subject to approval as to form by the City Attorney. This vote was conducted by roll call.

8.5 City Council Organization – Office of the Mayor

Mayor Horne made comments.

Moved by Councilmember Conners, seconded by Councilmember Hatch, and carried unanimously on a 5-0 vote, to appoint Carol Moore to serve as Mayor effective immediately through December 2022. This vote was conducted by roll call.

8.6 City Council Organization – Office of the Mayor Pro Tem

Kathryn Freshley, resident, congratulated Mayor Moore on her appointment as Mayor.

Moved by Councilmember Hatch, seconded by Councilmember Tao, and carried unanimously on a 5-0 vote, to appoint Cynthia Conners to serve as Mayor Pro Tem effective immediately through December 2022. This vote was conducted by roll call.

8.7 City Council Meeting Schedule

City Manager Macon made a presentation.

Moved by Councilmember Hatch, seconded by Mayor Pro Tem Conners, and carried unanimously on a 5-0 vote, to approve a City Council meeting schedule for Fiscal Year 2022-23 as proposed in the agenda packet. This vote was conducted by roll call.

IX. CITY COUNCIL REPORTS AND COMMENTS

9.1 Coastal Greenbelt Authority

Mayor Pro Tem Conners stated that there had been no meeting since the last meeting.

9.2 Orange County Fire Authority

Councilmember Hatch thanked Councilmember Horne for her service as mayor and provided a report.

9.3 Orange County Library Advisory Board

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

9.4 Orange County Mosquito and Vector Control District

Mayor Horne provided a report and shared a PowerPoint presentation from the Orange County Mosquito and Vector Control District for Laguna Woods.

9.5 San Joaquin Hills Transportation Corridor Agency

Mayor Pro Tem Conners provided a report.

9.6 South Orange County Watershed Management Area

No report

9.7 Other Comments and Reports

Councilmember Tao commented on a noise complaint he received.

City Manager Macon briefly responded to Councilmember Tao's comments.

Mayor Moore wished everyone happy holidays.

Mayor Pro Tem Conners thanked the new and former mayors for their service.

Councilmember Tao asked if there will be a Laguna Woods Civic Support Fund Board of Directors meeting in January 2022.

City Manager Macon responded that no is meeting scheduled.

X. CLOSED SESSION – None

XI. CLOSED SESSION REPORT – None

XII. ADJOURNMENT

The meeting was adjourned at 3:29 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, January 19, 2022 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

YOLIE TRIPPY, CMC, City Clerk

Approved: January 19, 2022

CAROL MOORE, 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 December 31, 2021

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 11/30/21	Earnings & Receipts	Disbursements	Purchases, Transfers & Other Adjustments	Ending Balances As of 12/31/21	% of Total Cash & Investment Balances	Maximum % Allowed per Investment Policy
Cash and Cash Equivalents							
Analyzed Checking Account (Note 1)	\$ 776,901	\$ 455,978	\$ (996,549)	\$ 250,000	\$ 486,330	3.84%	
Cash Balances, Multi-Bank Securities (MBS) Account (Note 2 and 4)	\$ 7,613	\$ 6,373	\$ (7,761)	\$ -	\$ 6,225	0.05%	
Earned Interest in Transit and Accrued Interest, MBS Account (Note 4)	\$ 7,383	\$ 4,202	\$ (6,373)	\$ -	\$ 5,211	0.04%	
Petty Cash	\$ 1,013	\$ 873	\$ (386)	\$ -	\$ 1,500	0.01%	
Total Cash and Cash Equivalents	\$ 792,909	\$ 467,426	\$ (1,011,069)	\$ 250,000	\$ 499,267	3.94%	100.00%
Pooled Money Investment Accounts							
Local Agency Investment Fund (LAIF) (Notes 2 and 3)	\$ 1,989,217	\$ -	\$ -	\$ (250,000)	\$ 1,739,217	13.73%	
Orange County Investment Pool (OCIP) (Notes 2 and 3)	\$ 8,691,682	\$ 8,250	\$ (842)	\$ -	\$ 8,699,090	68.66%	
Total Pooled Money Investment Accounts	\$ 10,680,899	\$ 8,250	\$ (842)	\$ (250,000)	\$ 10,438,306	82.38%	90.00%
Investments - Interest and Income Bearing							
Certificates of Deposit (fair value) (Note 2)	\$ 1,738,095	\$ -	\$ -	\$ (5,189)	\$ 1,732,906	13.68%	
Total Investments - Interest and Income Bearing	\$ 1,738,095	\$ -	\$ -	\$ (5,189)	\$ 1,732,906	13.68%	30.00%
TOTAL	\$ 13,211,903	\$ 475,676	\$ (1,011,911)	\$ (5,189)	\$ 12,670,479	100.00%	

Summary of Total Cash, Cash Equivalents, and Investments:

	General Fund	Special Revenue Funds	Totals
Analyzed Checking Account	\$ (3,290,795)	\$ 3,777,125	\$ 486,330
Cash Balances, MBS Account	\$ 6,225	\$ -	\$ 6,225
Earned Interest in Transit and Accrued Interest, MBS Account	\$ 5,211	\$ -	\$ 5,211
Petty Cash	\$ 1,500	\$ -	\$ 1,500
LAIF	\$ 1,739,217	\$ -	\$ 1,739,217
OCIP	\$ 8,699,090	\$ -	\$ 8,699,090
Certificates of Deposit	\$ 1,732,906	\$ -	\$ 1,732,906
Totals	\$ 8,893,354	\$ 3,777,125	\$ 12,670,479

(See NOTES on Page 4 of 4)



City of Laguna Woods

City Treasurer's Report

For the Month Ended December 31, 2021

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)														
87164YQG2	2018-8	SYNCHRONY BANK RETAIL/MORGAN	41 months	12/07/18	12/11/18	100,000	100,829	99,572	2.400	Semi-Annual	05/19/19	Green***	3.329	05/19/22
90348JEA4	2018-6	UBS BANK USA	48 months	10/01/18	10/05/18	245,000	250,505	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	258,394	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	253,433	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	259,075	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	256,792	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	251,181	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	102,696	100,000	1.800	Monthly	05/01/20	Green***	1.800	03/31/25
Accrued Interest - Month End							5,211							
Total CDs						1,665,000	1,738,117	1,664,572						

(*) 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 beginning in 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)

N/A	N/A	Local Agency Investment Fund (LAIF)	N/A	Various	Various	1,739,217	1,739,217	1,739,217	Pending	N/A	N/A	N/A	N/A	N/A
N/A	N/A	Orange County Investment Pool (OCIP)	N/A	Various	Various	8,699,090	8,699,090	8,699,090	Pending	N/A	N/A	N/A	N/A	N/A
Total PMIA						10,438,306	10,438,306	10,438,306						

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended December 31, 2021

ITEM 6.2

CASH AND INVESTMENTS

	Beginning Balances As of 11/30/21	Contributions / (Withdrawals)	Administrative Fees & Investment Expense	Unrealized Gain / (Loss)	Ending Balances As of 12/31/21
Other Post-Employment Benefits (OPEB) Trust					
CalPERS California Employers' Retiree Benefit Trust (CERBT) (Note 2) (CERBT holds all assets and administers the OPEB Trust)	\$ 146,563	\$ -	\$ (11)	\$ 2,290	\$ 148,842
Employer Pension Contributions Trust					
CalPERS California Employers' Pension Prefunding Trust (CEPPT) (Note 2) (CEPPT holds all assets and administers the Employer Pension Contributions Trust)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Funds - Held in Trust	<u>\$ 146,563</u>	<u>\$ -</u>	<u>\$ (11)</u>	<u>\$ 2,290</u>	<u>\$ 148,842</u>

(See NOTES on Page 4 of 4)



City of Laguna Woods
City Treasurer's Report
For the Month Ended December 31, 2021

ITEM 6.2

CASH AND INVESTMENTS

Notes:

Note 1 - Analyzed Checking Account / Monthly activity reported does not reflect December 2021 vendor invoicing processed after the date of this report.

Note 2 - During December 2021, transaction activity in pooled money investment accounts, investment accounts and fiduciary trusts included:

LAIF / The City made no deposits to the LAIF account and withdrew \$250,000 for cash flow purposes. The balance includes an adjustment in the amount of \$222.79 to reflect the fair market value of the investment at June 30, 2021.

OCIP / The City made no deposits to or withdrawals from the OCIP account. The balance includes an adjustment in the amount of \$15,046.16 to reflect the fair market value of the investment at June 30, 2021.

Investments / There were no maturities or purchases of investments. Investments were adjusted in the amount of (\$5,189.30) to report balances at fair market value as of December 31, 2021.

OPEB Trust / The City made no contributions to or withdrawals from the OPEB Trust. The OPEB Trust experienced a net gain of \$2,279.08 in December 2021.

Employer Pension Contributions Trust / In April 2021, the City elected to participate in the CEPPT. The City has not yet made contributions to the CEPPT.

Note 3 - Investment earnings on pooled money investment accounts deposited and reported December 2021 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	\$0	N/A	See Notes	January 2022	Total pool interest yield for December 2021 was 0.212% and the City's yield will be slightly lower based on allocation ratios and administrative fees to be deducted.
OCIP	Monthly	\$8,250	August and September 2021	See Notes	See Notes	Interest is posted three months in arrears and fees are posted monthly. Accrued interest pending payment at December 31, 2021 was \$10,392.72. December 2021 interest rate was 0.396% and fees were 0.058%.

Note 4 - CDs / The stated earnings rate for CDs is a fixed rate for the full term. The City earned interest of \$6,372.90 and transferred out \$7,760.70 in cash balances to the City's checking account in December 2021. Cash balances to be invested or paid out are classified separately on page 1 of 4. The City's portfolio also has \$5,211.29 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

1/13/22
 Date

6.3 WARRANT REGISTER

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CITY OF LAGUNA WOODS
WARRANT REGISTER
JANUARY 19, 2022

ITEM 6.3

This Report Covers the Period 12/01/2021 through 12/31/2021

	Date	Vendor Name	Description	Amount
Debit		<i>Automatic Bank Debits:</i>		
Debit	12/02/2021	GLOBAL PAYMENTS / OPEN EDGE	Credit Card Processing Fees / November 2021	356.93
Debit	12/02/2021	AUTHORIZE.NET	Online Credit Card Processing Fees / November 2021	12.00
Debit	12/07/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 11/05/2021	3,003.94
Debit	12/07/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 11/05/2021	2,028.54
Debit	12/08/2021	BUSINESS PLANS	Employee Benefit Program / December 2021	1,659.88
Debit	12/09/2021	ADP TAX	Payroll Taxes / Pay Period Ended 12/03/2021	8,026.74
Debit	12/09/2021	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 12/03/2021	20,014.93
Debit	12/09/2021	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 12/03/2021	2,838.46
Debit	12/10/2021	ADP PAYROLL SERVICES	Payroll Processing Fees / Pay Periods Ended 11/05/2021 & 11/19/2021	379.14
Debit	12/10/2021	COUNTY OF ORANGE - SHERIFF	Law Enforcement Services / December 2021	255,071.73
Debit	12/13/2021	CALPERS - HEALTH	Employee Benefit Program / December 2021	6,779.27
Debit	12/15/2021	BUSINESS PLANS	Employee Benefit Program / December 2021	1,167.00
Debit	12/14/2021	U.S. BANK	Bank Service Charges / November 2021	105.47
Debit	12/21/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 11/19/2021	3,003.94
Debit	12/21/2021	CALPERS - RETIREMENT	Retirement Contributions / Pay Period Ended 11/19/2021	2,039.88
Debit	12/21/2021	BUSINESS PLANS	Employee Benefit Program / December 2021	213.91
Debit	12/22/2021	BUSINESS PLANS	Employee Benefit Program / December 2021	561.21
Debit	12/22/2021	ADP TAX	Payroll Taxes / Pay Period Ended 12/17/2021	7,609.87
Debit	12/22/2021	ADP WAGE PAY	Payroll Transfer / Pay Period Ended 12/17/2021	18,649.14
Debit	12/23/2021	ICMA / MFRS AND TRADERS TRUST	Employee Benefit Program / Pay Period Ended 12/17/2021	2,838.46
Debit	12/28/2021	BUSINESS PLANS	Employee Benefit Program / December 2021	304.10
Check Number		<i>Warrants:</i>		
5297	12/02/2021	ACC BUSINESS	City Hall Internet Service / October 2021	603.58
5298	12/02/2021	AT&T	Telephone / 639-0500 / November 2021	221.50
5299	12/02/2021	AT&T	Telephone / 452-0600 / November 2021	2,161.12
5300	12/02/2021	AT&T	Telephone / 458-3487 / November 2021	43.73
5301	12/02/2021	BARTEL ASSOCIATES, LLC	Actuarial Services	1,500.00
5302	12/02/2021	CALIFORNIA YELLOW CAB	Taxi Voucher Services / October 2021	1,225.00
5302	12/02/2021	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / October 2021	84.00
5303	12/02/2021	CAPTIONING UNLIMITED	Closed Captioning / November 2021	300.00
5304	12/02/2021	COUNTY OF ORANGE	NPDES Water Quality Support Annual Fee / Fiscal Year 2021-22	317.98
5305	12/02/2021	DC PLUMBING, HEATING AND AIR CONDITIONING	City Hall Maintenance	2,565.34
5306	12/02/2021	LSA ASSOCIATES, INC.	Planning Services / September - October 2021	10,227.75
5307	12/02/2021	MANAGED HEALTH NETWORK	Employee Benefit Program / December 2021	18.81
5308	12/02/2021	MISSION SQUARE RETIREMENT	Quarterly Plan Fee / 2nd Quarter Fiscal Year 2021-22	125.00
5309	12/02/2021	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / November 2021	100.00
5310	12/02/2021	OMNI ENTERPRISE INC	Janitorial Services / October 2021	2,480.00
5311	12/02/2021	RICOH USA, INC.	Copier Lease / December 2021	214.20
5312	12/02/2021	RJM DESIGN GROUP	Landscape Architectural Services / October 2021	1,408.10
5313	12/02/2021	RUTAN & TUCKER, LLP	Legal Services / June - July 2021	7,151.21
5314	12/02/2021	SALSBURY INDUSTRIES	City Hall/Public Library Project	3,281.51
5315	12/02/2021	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / October 2021	2,021.64
5316	12/02/2021	U.S. BANK	Credit Card Charges (expenditures reported separately - see note 3)	2,123.44

CITY OF LAGUNA WOODS
WARRANT REGISTER
JANUARY 19, 2022

ITEM 6.3

This Report Covers the Period 12/01/2021 through 12/31/2021

Date	Vendor Name	Description	Amount
5317 12/02/2021	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / December 2021	106.76
5318 12/10/2021	360CIVIC	Website Hosting / November 2021	200.00
5319 12/10/2021	ARC DOCUMENT SOLUTIONS, LLC.	City Hall/Public Library Project	838.07
5320 12/10/2021	BUREAU VERITAS NORTH AMERICA INC	Building Plan Review Services / September 2021	8,922.50
5321 12/10/2021	CALIFORNIA INTERNET LP	City Hall Internet Service / January 2022	349.00
5322 12/10/2021	CIVIL SOURCE	Engineering Services / October 2021	13,915.00
5323 12/10/2021	COUNTY OF ORANGE	Return Unspent Funds - CARITS Program	261,786.34
5324 12/10/2021	COUNTY OF ORANGE	Automated Fingerprint ID System / December 2021	636.00
5325 12/10/2021	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / December 2021	497.29
5326 12/10/2021	LSA ASSOCIATES, INC.	Planning Services / August 2021	16,900.91
5327 12/10/2021	MARC DONOHUE	Administrative Services / November 2021	200.00
5328 12/10/2021	OFFICE TEAM	Temporary Filing Clerk Services / Weeks Ending November 19 & 26, 2021	1,984.00
5329 12/10/2021	ORANGE COUNTY REGISTER-NOTICES	Public Notices / November 2021	950.00
5330 12/10/2021	PARK CONSULTING GROUP, INC	Software Consulting Services / November 2021	2,987.50
5331 12/10/2021	PETTY CASH	Replenish Petty Cash / November 2021	-
5332 12/10/2021	PRACTICAL DATA SOLUTIONS	IT Support Services / November 2021	7,784.10
5333 12/10/2021	PV MAINTENANCE INC	Street, City Hall & Park Maintenance Services / October 2021	14,663.23
5334 12/10/2021	SOUTHERN CALIFORNIA EDISON	Electric Services / September - November 2021	12,814.60
5335 12/10/2021	STAPLES	Office & Janitorial Supplies	183.78
5336 12/10/2021	SUNSET PROPERTY SERVICES	Street Sweeping Services / November 2021	4,350.00
5337 12/10/2021	THALES CONSULTING INC.	Annual Street Report / Fiscal Year 2020-21	650.00
5338 12/16/2021	ADT COMMERCIAL	Fire & Security Monitoring / January - March 2022	240.00
5339 12/16/2021	APRIL BAUMGARTEN	Reimbursement Office Supplies	203.76
5340 12/16/2021	AT&T	Telephone / 581-9821 / November 2021	121.17
5341 12/16/2021	AT&T	White Pages / December 2021	4.53
5342 12/16/2021	AT&T	Telephone / 583-1105 / November 2021	22.91
5343 12/16/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Landscape Maintenance / November 2021	15,266.75
5344 12/16/2021	BROWN ARMSTRONG ACCOUNTANCY CORPORATION	Audit Services / Fiscal Year 2020-21	3,000.00
5345 12/16/2021	BUCKNAM INFRASTRUCTURE GROUP, INC.	Pavement Management Plan Update Services	6,577.66
5346 12/16/2021	CALIFORNIA YELLOW CAB	Taxi Voucher Services / November 2021	898.00
5346 12/16/2021	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / November 2021	62.00
5347 12/16/2021	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / November 2021	9,264.00
5348 12/16/2021	COUNTY OF ORANGE	NPDES Cost-Share / Fiscal Year 2021-22	29,979.17
5349 12/16/2021	CSMFO	Membership Dues / Calendar Year 2022	110.00
5350 12/16/2021	DELL MARKETING L.P.	Computer Equipment	412.68
5351 12/16/2021	EL TORO WATER DISTRICT	Water Service / October 2021	3,860.12
5352 12/16/2021	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / November 2021	190.00
5353 12/16/2021	KONE INC.	City Hall Elevator Maintenance / December 2021	225.00
5354 12/16/2021	MICHAEL BAKER INTERNATIONAL	Planning Services / November 2021	5,699.25
5355 12/16/2021	OFFICE TEAM	Temporary Filing Clerk Services / Week Ending November 30, 2021	496.00
5356 12/16/2021	ON POINT LAND SURVEYING, INC	Survey Document Preparation	3,080.00
5357 12/16/2021	PV MAINTENANCE INC	Street, City Hall & Park Maintenance Services / November 2021	15,630.67
5358 12/16/2021	RICOH USA, INC.	Copier Usage / November 2021	110.21
5359 12/16/2021	SOUTHERN CALIFORNIA SHREDDING,	Shredding Service / November 2021	300.00
5360 12/16/2021	THE GAS COMPANY	Gas Service - City Hall / November 2021	23.89
5361 12/23/2021	CAPTIONING UNLIMITED	Closed Captioning / December 2021	200.00

**CITY OF LAGUNA WOODS
WARRANT REGISTER
JANUARY 19, 2022**

This Report Covers the Period 12/01/2021 through 12/31/2021

	Date	Vendor Name	Description	Amount
5362	12/23/2021	DELTA DENTAL OF CALIFORNIA	Employee Benefit Program / January 2022	497.29
5363	12/23/2021	JOHN L. HUNTER & ASSOCIATES, INC	NPDES Inspection Services / September - November 2021	8,090.00
5364	12/23/2021	LSA ASSOCIATES, INC.	Planning Services / November 2021	2,587.00
5365	12/23/2021	NAVIA BENEFIT SOLUTIONS, INC	125 Cafeteria Plan Administration / December 2021	100.00
5366	12/23/2021	ON POINT LAND SURVEYING, INC	Survey Document Preparation	500.00
5367	12/23/2021	RJM DESIGN GROUP	Landscape Architectural Services / November 2021	891.00
5368	12/23/2021	RUTAN & TUCKER, LLP	Legal Services / October - November 2021	41,104.42
5369	12/23/2021	SIEMENS MOBILITY, INC.	Traffic Signal Maintenance / November 2021	1,759.50
5370	12/23/2021	SOUTHERN CALIFORNIA EDISON	Street Lighting - Residential / November 2021	2,028.13
5371	12/23/2021	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / January 2022	120.18
5372	12/23/2021	WILLDAN ENGINEERING	Building Official, Permit Counter & Inspection Services / October - November 2021	106,710.00
5372	12/23/2021	WILLDAN ENGINEERING	Code Enforcement Services / October - November 2021	5,400.00
5373	12/23/2021	WM CURBSIDE, LLC	HHW Medicine & Sharps Program / November 2021	4,739.12
Total Bank Debits and Warrants:				<u><u>\$ 958,120.52</u></u>
Petty Cash Expenditures Paid Out (See Note 2)				
		Home Depot	City Hall/Public Library Project	\$64.52
		Home Depot	City Hall/Public Library Project	\$10.30
		Home Depot	City Hall/Public Library Project	\$123.66
		Best Buy	City Hall/Public Library Project	\$35.54
		Home Depot	City Hall/Public Library Project	\$51.08
		Orange County Clerk-Recorder	Retrieval of Recorded Documents	\$46.00
Total Petty Cash:				<u><u>\$331.10</u></u>
TOTAL				<u><u>\$ 958,451.62</u></u>

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 December 2021, the following Councilmembers received compensation in the amount of \$300: Connors, Hatch, Horne, and Tao.

Note 2 - Petty cash is reported as cash is paid out, not when the fund is replenished.

Note 3 - The table below summarizes credit card expenditures paid via Check #5316 to U.S. Bank totaling \$2,123.44:

Microsoft	Office 365 Subscription	\$300.00
Adobe	Computer Software	\$78.50
Zoom	Video Conferencing	\$69.98
Microsoft	Office 365 Online Services	\$18.00
Overstock	Chairs for Dog Park	\$1,170.45
Home Depot	Posting Boxes for City Notices	\$236.52
GoDaddy.com	Domain Registration	\$249.99
Total Credit Card Reimbursement:		\$2,123.44

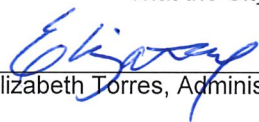
CITY OF LAGUNA WOODS
WARRANT REGISTER
JANUARY 19, 2022

This Report Covers the Period 12/01/2021 through 12/31/2021

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

1/13/22
Dated

6.4 TELECONFERENCING FOR MEETINGS

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ALLOWING FOR THE CONTINUED USE OF TELECONFERENCING FOR MEETINGS DURING THE COVID-19 STATE OF EMERGENCY, PURSUANT TO CALIFORNIA ASSEMBLY BILL 361 (2021-2022)

WHEREAS, on February 26, 2020, the County of Orange Health Officer declared a Local Health Emergency and the Chairwoman of the Board of Supervisors, acting as the Chair of Emergency Management Council, proclaimed a Local Emergency finding that the imminent and proximate threat to public health from the introduction of COVID-19 created conditions of extreme peril to the safety of persons and property within the territorial limits of Orange County; and

WHEREAS, on March 2, 2020, the Orange County Board of Supervisors adopted resolutions No. 20-011 and 20-012 ratifying the Local Health Emergency and Local Emergency, referenced above; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in response to COVID-19, pursuant to Section 8625 of the California Emergency Services Act (Article 1 [commencing with Section 8550] of Chapter 7 of Division 1 of Title 2); and

WHEREAS, on March 11, 2020 the World Health Organization publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the spread and the effects of COVID-19; and

WHEREAS, the State of California (California Department of Industrial Relation's Division of Occupational Safety and Health's Revised COVID-19 Emergency Temporary Standards effective June 17, 2021) and County of Orange Health Officer (Orders and Strong Recommendations revised September 28, 2021) continue to impose or recommend measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor of the State of California issued Executive Order N-29-20 that, in an effort to confront and contain COVID-19, suspended certain provisions of the Ralph M. Brown Act providing local agencies with greater flexibility to hold meetings via teleconferencing; and

WHEREAS, on September 16, 2021, the Governor of the State of California signed Assembly Bill 361 (2020-2022) (“AB 361”) amending the Ralph M. Brown Act providing local agencies with greater flexibility to hold meetings via teleconferencing during a proclaimed state of emergency when: (1) state or local officials have imposed or recommended measures to promote social distancing and/or (2) the legislative body of the local agency has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees (California Government Code Section 54953(e)(1)); and

WHEREAS, AB 361 was chaptered into law as an urgency statute with its effectiveness waived until October 1, 2021, subject to the Governor of the State of California’s Executive Order N-15-21 dated September 20, 2021; and

WHEREAS, in order to continue holding meetings via teleconferencing, AB 361 requires the legislative body of a local agency to periodically make the findings set forth in California Government Code Section 54953(e)(3).

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council does hereby find the following:

(A) A state of emergency has been proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 [commencing with Section 8550] of Chapter 7 of Division 1 of Title 2); and

(B) The City Council has reconsidered the circumstances of the state of emergency; and

(C) The state of emergency continues to directly impact the ability of the members of the City Council to meet safely in person; and

(D) State and local officials continue to impose or recommend measures to promote social distancing.

SECTION 3. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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6.5
FISCAL YEARS 2021-23 BUDGET
ADJUSTMENTS

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AMENDING AND ADOPTING THE FISCAL YEARS 2021-23 BUDGET AND WORK PLAN FOR FISCAL YEAR 2021-22 COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND FISCAL YEAR 2022-23 COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, RELATED TO ADJUSTMENTS OF GENERAL FUND, CAPITAL PROJECTS FUND, AND STATE OF CALIFORNIA GRANTS FUND APPROPRIATIONS FOR THE “WOODS END WILDERNESS PRESERVE TRAIL DRAINAGE AND IMPROVEMENT PROJECT”

WHEREAS, the Fiscal Years 2021-23 Budget (“Budget”) was adopted by the City Council on June 23, 2021; and

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

WHEREAS, the “Woods End Wilderness Preserve Trail Drainage and Improvement Project” is included in the Capital Improvement Program; and

WHEREAS, funding for the Woods End Wilderness Preserve Trail Drainage and Improvement Project is to be provided by Proposition 68 (Per Capita Program) with a required 20% match drawn from the General Fund; and

WHEREAS, subsequent to the adoption of the Budget, the City received notice of an increase in its Proposition 68 (Per Capita Program) allocation from \$177,952 to \$188,048, a difference of \$10,096; and

WHEREAS, the increased Proposition 68 (Per Capita Program) allocation increases the required 20% match from \$44,488 to \$47,012, a difference of \$2,524; and

WHEREAS, to reflect the increased Proposition 68 (Per Capita Program) allocation and required 20% match, it is necessary for the City Council to:

(A) Eliminate all Fiscal Year 2021-22 appropriations for the Woods End Wilderness Preserve Trail Drainage and Improvement Project in the General Fund and Capital Projects Fund, and

(B) Increase Fiscal Year 2022-23 appropriations for the Woods End Wilderness Preserve Trail Drainage and Improvement Project in the State of California Grants in the amount of \$10,096, with the appropriation drawn from the revenue to be received from the Proposition 68 (Per Capita Program); and

(C) Increase Fiscal Year 2022-23 appropriations for the Woods End Wilderness Preserve Trail Drainage and Improvement Project in the General Fund in the amount of \$11,421, with the appropriation drawn from the General Fund unassigned balance and contributed to the Capital Projects Fund, and in the Capital Projects Fund in the amount of \$11,421, with the appropriation drawn from the aforementioned General Fund contribution, to provide the Proposition 68 (Per Capita Program) 20% match, and

WHEREAS, with the proposed Budget amendment, the total Woods End Wilderness Preserve Trail Drainage and Improvement Project budget would be \$235,060 (\$47,012 Capital Projects Fund and \$188,048 State of California Grants Fund, all budgeted in Fiscal Year 2022-23); and

WHEREAS, the unassigned General Fund balance has sufficient funds to accommodate the increased General Fund appropriations.

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. 21-20, as previously amended by resolution nos. 21-32, 21-36, and 21-39, is hereby amended, in its entirety, to read as follows:

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

Fiscal Year 2021-22

	<i>Fiscal Year 2021-22 Adopted Budget</i>	<i>Fiscal Year 2021-22 Carryover Appropriations</i>	<i>Fiscal Year 2021-22 Budget Amendments</i>	<i>Fiscal Year 2021-22 Amended Budget</i>
General Fund	\$6,432,593 (includes transfers to Capital Projects Fund of \$301,296)	-	\$0 ^{C,D}	\$6,432,593 (includes transfers to Capital Projects Fund of \$301,296)
Capital Projects Fund	\$301,296	\$382,583	\$0 ^{C,D}	\$683,879

Fuel Tax	\$375,514	-	\$5,632 ^B	\$381,146
Road Maintenance & Rehabilitation Program	\$270,600	-	-	\$270,600
Measure M2 (OC Go)	\$240,850	\$31,641	-	\$272,491
Coastal Area Road Improvement and Traffic Signals (CARITS)	-	-	\$262,000 ^A	\$262,000
Service Authority for Abandoned Vehicles	-	-	-	-
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100
Mobile Source Reduction	-	-	-	-
PEG/Cable Television	-	-	-	-
Senior Mobility	\$119,000	-	-	\$119,000
Community Development Block Grant (CDBG)	\$350,000	-	-	\$350,000
Federal Grants	\$1,895,829	-	-	\$1,895,829
State of California Grants	\$16,000	\$636,821	-	\$652,821
Laguna Woods Civic Support Fund	\$24,408	-	-	\$24,408
TOTAL	\$9,882,894	\$1,051,045	\$267,632	\$11,201,571

^A Fund Budget Adjustment CC-21/22-1: Coastal Area Road Improvement & Traffic Signals (CARITS) Fund, +\$262,000 (R 21-32). Fund closure authorized.

^B Fund Budget Adjustment CC-21/22-2: Fuel Tax Fund, +\$5,632 (R 21-36).

^C Fund Budget Adjustment CC-21/22-3: Woods End Project, +\$8,897 (R 21-39).

^D Fund Budget Adjustment CC-21/22-4: Woods End Project, -8,897 (R 22-XX).

Fiscal Year 2022-23

	<i>Fiscal Year 2022-23 Adopted Budget</i>	<i>Fiscal Year 2022-23 Carryover Appropriations</i>	<i>Fiscal Year 2022-23 Budget Amendments</i>	<i>Fiscal Year 2022-23 Amended Budget</i>
General Fund	\$6,633,681 (includes transfers to Capital Projects Fund of \$265,591)	-	\$11,421 ^B	\$6,645,102 (includes transfers to Capital Projects Fund of \$277,012)
Capital Projects Fund	\$265,591	-	\$11,421 ^B	\$277,012
Fuel Tax	\$361,360	-	-	\$361,360
Road Maintenance & Rehabilitation Program	\$309,800	-	-	\$309,800
Measure M2 (OC Go)	\$251,366	-	-	\$251,366
Coastal Area Road Improvement and Traffic Signals (CARITS)	-	-	-	-
Service Authority for Abandoned Vehicles	-	-	-	-
Supplemental Law Enforcement Services	\$158,100	-	-	\$158,100

Mobile Source Reduction	\$92,500	-	-	\$92,500
PEG/Cable Television	-	-	-	-
Senior Mobility	\$131,000	-	-	\$131,000
Community Development Block Grant (CDBG)	\$150,000	-	-	\$150,000
Federal Grants	\$1,895,828	-	-	\$1,895,828
State of California Grants	\$193,952	-	\$10,096 ^A	\$204,048
Laguna Woods Civic Support Fund	\$24,408	-	-	\$24,408
TOTAL	\$10,201,995	-	\$21,517	\$10,223,512

^A Fund Budget Adjustment CC-22/23-1: Woods End Project, +\$10,096 (R 22-XX).

^B Fund Budget Adjustment CC-22/23-2: Woods End Project, +\$11,421 (R 22-XX).

Carryover Appropriations

The budget appropriations authorized by this section reflect the Fiscal Years 2021-23 adopted budgets, plus authorized budget adjustments approved between July 1, 2021 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 Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

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6.6 CALRECYCLE GRANT PROGRAMS

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (“CALRECYCLE”) GRANTS FOR WHICH THE CITY OF LAGUNA WOODS IS ELIGIBLE, AND MAKING OTHER AUTHORIZATIONS RELATED TO THE ADMINISTRATION OF CALRECYCLE GRANTS

WHEREAS, California Public Resources Code sections 48000 et seq. authorize the California Department of Resources Recycling and Recovery (“CalRecycle”) to administer various grant programs (“grants”) in furtherance of the State of California’s (“state”) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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 authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Laguna Woods is eligible; and

SECTION 2. The City Manager is hereby authorized and empowered to execute in the name of the City of Laguna Woods all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

SECTION 3. These authorizations are effective for five (5) years from the date of adoption of this resolution; and

SECTION 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

6.7 BUILDING OFFICIAL, PERMIT COUNTER, AND INSPECTION SERVICES

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF LAGUNA WOODS
AND
INTERWEST CONSULTING GROUP
FOR BUILDING OFFICIAL, PERMIT COUNTER, AND INSPECTION SERVICES**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ ("EFFECTIVE DATE"), by and among the City of Laguna Woods, a California municipal corporation ("CITY"), and Interwest Consulting Group ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 17 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period beginning on February 7, 2022 and ending at 11:59 p.m. on June 30, 2023. 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 part

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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 13 and 14 of this AGREEMENT, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

(c) CONSULTANT shall: (i) recruit, screen, interview, and assign its employees (the "ASSIGNED EMPLOYEES") to perform the work described in EXHIBIT "A" for CITY at the location(s) specified in EXHIBIT "A"; (ii) pay ASSIGNED EMPLOYEES wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as CONSULTANT deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES; (iv) ensure ASSIGNED EMPLOYEES are legally authorized to work in the United States; (v) require ASSIGNED EMPLOYEES to acknowledge in writing that they are employees of the CONSULTANT alone and that they are not employees of the CITY; (vi) require ASSIGNED EMPLOYEES to sign an acknowledgment that they are not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CITY to its employees; and, (vii) have sole responsibility for providing and will provide necessary health coverage to ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so. Copies of all acknowledgments required by this paragraph shall be provided to CITY prior to any ASSIGNED EMPLOYEE commencing any work under this AGREEMENT.

(d) CONSULTANT shall not use any independent contractors to perform the services described in EXHIBIT "A" on CONSULTANT's behalf.

(e) CONSULTANT represents that: (i) it is solely responsible for all required training of ASSIGNED EMPLOYEES under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this AGREEMENT shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of ASSIGNED EMPLOYEES; (iv) it is solely responsible for all pre-employment screening and testing of ASSIGNED EMPLOYEES, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its ASSIGNED EMPLOYEES.

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

(g) This AGREEMENT shall in no way prohibit the CITY from entering into other

agreements or contracts, hiring staff or making other such arrangements with other persons and/or entities relative to the services set forth in EXHIBIT "A" "SCOPE OF SERVICES".

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

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

(d) CONSULTANT affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and

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any similar state or local law, CONSULTANT shall comply with any such requirements and CITY shall cooperate with CONSULTANT's compliance.

(e) CONSULTANT has sole responsibility for providing, and will provide, the necessary health coverage to ASSIGNED EMPLOYEES under the ACA employer mandate and its implementing regulations. CONSULTANT represents and warrants that it will comply with all laws, including the ACA, in doing so.

(f) Upon reasonable written notice to CONSULTANT, CITY may inspect CONSULTANT's records to verify CONSULTANT's compliance with this AGREEMENT.

SECTION 11. CONFLICTS OF INTEREST.

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

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

SECTION 12. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 13. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all third-party 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 negligent or wrongful acts or omission in the performance of or failure to perform any services under this AGREEMENT or by the negligent or wrongful acts or omissions of its agents, officers, directors, subcontractors, or employees, committed in performing any of the services under this AGREEMENT, including without limitation CONSULTANT's breach of any representation, warranty, or obligations of CONSULTANT set forth in this AGREEMENT, including but not limited to those set forth in SECTIONS 8, 9 and 10. For the avoidance of doubt, in the event of any claim, action, cause of action, proceeding, or suit alleging the negligence of both CONSULTANT and an INDEMNITEE, CONSULTANT shall defend the INDEMNITEE, notwithstanding the allegation of negligence on behalf of the INDEMNITEE, until such time as the parties agree otherwise or there is a determination of negligence or malicious acts or omissions by the INDEMNITEE.

(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 herein, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY selected from CONSULTANT's carrier's panel counsel, such acceptance not to be unreasonably withheld. In the event that

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counsel on CONSULTANT's carrier's panel is unacceptable to CITY, CITY may, at its option, select alternative counsel to defend INDEMNITEES and reimburse CONSULTANT for the difference between the highest rates on CONSULTANT's carrier's panel and the rates of the alternative counsel selected. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 14 "INSURANCE" of this AGREEMENT shall insure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) Except as provided otherwise, the provisions of this section do not apply to CLAIMS occurring as a result of the INDEMNITEE's negligence or malicious acts or omissions. Notwithstanding the forgoing or anything herein to the contrary, 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 CLAIMS arising out of or in any way connected with ASSIGNED EMPLOYEES statutorily required wages and benefits, including but not limited to the following: (i) wages and other benefits required by law for ASSIGNED EMPLOYEES, including sick and family medical leave; (iii) payroll taxes for ASSIGNED EMPLOYEES; (iv) unemployment insurance and workers' compensation, and the handling of workers' compensation and unemployment claims involving ASSIGNED EMPLOYEES and other applicable federal or state health insurance mandates and implementing regulations; and (iv) health coverage for ASSIGNED EMPLOYEES under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations.

SECTION 14. INSURANCE.

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

SECTION 15. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize

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subcontractors. CONSULTANT shall be solely liable and responsible for the actions, conduct, and performance of subcontractors, including but not limited to ensuring their compliance with SECTION 10 "COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES" of this AGREEMENT.

SECTION 16. CONTINUITY OF ASSIGNED EMPLOYEES.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's ASSIGNED EMPLOYEES. CONSULTANT shall obtain approval, in writing, from CITY of any changes in CONSULTANT's ASSIGNED EMPLOYEES, prior to any such performance.

SECTION 17. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 18. DEFAULT.

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

SECTION 19. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of

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CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 20. COOPERATION BY CITY.

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

SECTION 21. NOTICES.

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

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

To CONSULTANT: Interwest Consulting Group
 ATTN: Vice President of Operations
 1 Jenner, Suite 160
 Irvine, CA 92618

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

SECTION 22. AUTHORITY TO EXECUTE.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in

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writing and approved by the CONSULTANT and by the City Council or City Manager of CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 25. WAIVER.

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

SECTION 26. LAW TO GOVERN; VENUE.

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

SECTION 27. ATTORNEYS FEES, COSTS, AND EXPENSES.

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

SECTION 28. ENTIRE AGREEMENT.

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

SECTION 29. SEVERABILITY.

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

SECTION 30. NO THIRD-PARTY BENEFICIARIES.

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

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

CITY OF LAGUNA WOODS:

CONSULTANT:

Christopher Macon, City Manager

Avner Alkhas, Chief Financial Officer

Approved as to Form:

Alisha Patterson, 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. The project manager shall not be an individual who regularly provides building official, permit counter, or inspection services under this AGREEMENT.
2. CONSULTANT's ASSIGNED EMPLOYEES 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 EMPLOYEES shall use a paper-based alternative and input such data into EnerGov when regular use resumes.
 - a. At no time shall CONSULTANT's ASSIGNED EMPLOYEES use login credentials for EnerGov other than credentials uniquely issued to them (e.g., credentials issued to one of CONSULTANT's ASSIGNED EMPLOYEES may not be used by another of CONSULTANT's ASSIGNED EMPLOYEES). Violation of this provision shall be grounds for immediate termination of this AGREEMENT.
3. CONSULTANT's ASSIGNED EMPLOYEES 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 EMPLOYEES 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 EMPLOYEES shall not accept credit or debit cards for payment.
 - a. At no time shall CONSULTANT's ASSIGNED EMPLOYEES use login credentials for Incode other than credentials uniquely issued to them (e.g., credentials issued to one of CONSULTANT's ASSIGNED EMPLOYEES may not be used by another of

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CONSULTANT's ASSIGNED EMPLOYEES). Violation of this provision shall be grounds for immediate termination of this AGREEMENT.

- b. At no time shall CONSULTANT's ASSIGNED EMPLOYEES 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.
 - c. CONSULTANT's ASSIGNED EMPLOYEES 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.
 - d. CONSULTANT's ASSIGNED EMPLOYEES 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 overcharging any party, shall be grounds for immediate termination of this AGREEMENT.
- 4. CONSULTANT's ASSIGNED EMPLOYEES 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. Such documentation 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, and with the generally accepted duties, prevailing professional standards of care, and responsibilities of each respective role filled by CONSULTANT's ASSIGNED EMPLOYEES.
 - 5. CONSULTANT's ASSIGNED EMPLOYEES 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 EMPLOYEES are unavailable or absent, CONSULTANT shall ensure that all emails, voicemails, and messages that would have been retrieved and responded to by such ASSIGNED EMPLOYEES are retrieved and responded to within the timeframe set forth in this provision.
 - 6. CONSULTANT's ASSIGNED EMPLOYEES 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 EMPLOYEES 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 EMPLOYEES 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

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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 EMPLOYEES, under its own corporate name (i.e., not in CITY's name).
9. CITY shall provide CONSULTANT's ASSIGNED EMPLOYEES 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 EMPLOYEES 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 EMPLOYEES's personal property, and CONSULTANT understands 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 ASSIGNED EMPLOYEES 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 EMPLOYEES shall minimize clutter and maintain high levels of organization in all workspace provided by CITY. CONSULTANT's ASSIGNED EMPLOYEES shall not decorate any public workspace or area.
 - b. CONSULTANT's ASSIGNED EMPLOYEES shall organize cubicle workspace provided by CITY in a manner as to prevent any object or item from extending above the top edge of any cubicle partition. CONSULTANT's ASSIGNED PERSONNEL shall not place any object or item on the top edge of any cubicle partition.
 - c. When available, CONSULTANT's ASSIGNED EMPLOYEES 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 ASSIGNED EMPLOYEES 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 EMPLOYEES, as may change from time to time at CITY's sole discretion. CONSULTANT's ASSIGNED EMPLOYEES 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

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EMPLOYEES 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 EMPLOYEES shall not permit members of the public to enter City Hall earlier than the posted opening time of the CITY's permit counter, as may change from time-to-time.
12. CONSULTANT's ASSIGNED EMPLOYEES 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 EMPLOYEES 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 EMPLOYEES 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.
13. 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 ASSIGNED EMPLOYEES

At all times, CONSULTANT's ASSIGNED EMPLOYEES 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 forty (40) hours per week of building official services is advantageous to the efficient and effective conduct of

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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 EMPLOYEES prior to the start of each month, and (2) obtaining CITY's prior written authorization for total hours worked in excess of 40 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 ASSIGNED EMPLOYEES 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 ASSIGNED EMPLOYEES 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 ASSIGNED EMPLOYEES 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, consistent with the generally accepted duties, prevailing professional standards of care, and responsibilities of such position, set forth in the California Building Standards Code and applicable International Code Council (ICC) certification standards, as well as 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;
- 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

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- 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 in writing, CITY's permit counter shall be closed on the following holidays: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, and Christmas Day. 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 EMPLOYEES 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 ASSIGNED EMPLOYEES

At all times, CONSULTANT's ASSIGNED EMPLOYEES 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, consistent with the generally accepted duties, prevailing professional standards of care, and responsibilities of such position, set forth in the California Building Standards Code and applicable International Code Council (ICC) certification standards, as well as 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 ASSIGNED EMPLOYEES 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 one (1) inspection personnel available Monday through Friday with additional inspection personnel available as necessary based on demand. 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 EMPLOYEES prior to the start of each month, and (2) obtaining CITY's prior written authorization for total hours worked in excess of 40 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 ASSIGNED EMPLOYEES

At all times, CONSULTANT's ASSIGNED EMPLOYEES responsible for providing inspection 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 inspector, as determined adequate by CITY:

- Residential Building Inspector certification from the International Code Council; and

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- One (1) years of building inspection experience in the State of California.

Other Provisions

1. CONSULTANT shall provide, or ensure that its building inspection ASSIGNED EMPLOYEES 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 ASSIGNED EMPLOYEES 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 ASSIGNED EMPLOYEES 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
Chief Building Official	\$130
Building Inspector III	\$95 ²
Building Inspector II	\$85 ²
Building Inspector I	\$75 ²
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.

² All inspection services provided through 11:59 p.m. on June 30, 2022 shall be charged at an hourly rate of \$75. Thereafter, hourly rates shall be as set forth in Table B-1.

Beginning on July 1, 2023 and on each July 1 thereafter, all hourly rates set forth in Table B-1 shall increase by the amount of any increase in the United States Bureau of Labor Statistics' Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U) between January of the then-current and previous years, not to exceed 4% in any single year.

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. 03/10) covering Automobile Liability. The auto liability policy must cover all non-owned autos, scheduled autos, and hired autos subject to the written approval of CITY.

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

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

(5) Employment practices liability insurance.

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

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

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

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

ITEM 6.7

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

(5) Employment Practices Liability: \$500,000 per occurrence and \$1,000,000 general aggregate.

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the

ITEM 6.7

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

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

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

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

6.8

**LOT LINE ADJUSTMENT LLA-1309 TO ADJUST
THE BOUNDARIES OF TWO ADJACENT
PARCELS OWNED BY THE CITY OF LAGUNA
WOODS AND THE EL TORO WATER DISTRICT
LOCATED IN THE VICINITY OF THE
INTERSECTION OF EL TORO ROAD AND ALISO
CREEK ROAD IN LAGUNA WOODS, CA 92637**

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**FIRST AMENDMENT TO THE AGREEMENT FOR ACQUISITION OF REAL
PROPERTY BETWEEN THE EL TORO WATER DISTRICT AND THE CITY OF
LAGUNA WOODS**

This FIRST AMENDMENT TO THE AGREEMENT FOR ACQUISITION OF REAL PROPERTY ("Amendment No. 1") is made and entered into as of _____ day of January, 2022 ("Effective Date"), by and between the EL TORO WATER DISTRICT, a public agency ("Buyer"), and the CITY OF LAGUNA WOODS ("Seller").

R E C I T A L S

A. On or about December 13, 2019, Buyer and Seller entered into that certain Agreement for Acquisition of Real Property ("Agreement"), pursuant to which portions of certain property will be transferred from the Seller to the Buyer to accommodate the Buyer's lift station improvement.

B. Subsequent to the approval of the Agreement, the County of Orange requested modifications to the grant deed that was attached to the Agreement as Exhibit 1, which Buyer and Seller now mutually desire to incorporate into the Agreement by way of this Amendment No. 1.

A M E N D M E N T

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

1. Exhibit 1. The Agreement is hereby amended to replace, in its entirety, Exhibit 1 with the attached modified grant deed.
2. Effect of Amendment. Except as expressly provided in this Amendment No. 1, all of the terms, conditions, and provisions set forth in the Agreement shall remain in full force and effect.
3. Effective Date. The effective date of this Amendment No. 1 shall be the later of the dates set forth next to the signatures of the parties hereto, after both parties hereto have signed this Amendment No. 1, which date shall be inserted into the preamble to this Amendment No. 1.
4. Representations. The persons executing this Amendment No. 1 on behalf of each party hereto warrant that (a) they are duly authorized to execute this Amendment on behalf of the party for whom they sign, and (b) by so executing this Amendment No. 1, the party for whom they sign is formally bound to the provisions of this Amendment No. 1.
5. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which, when both parties hereto have signed this Amendment No. 1, shall be deemed an original.

[END – SIGNATURE PAGE FOLLOWS]

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

“Seller”

CITY OF LAGUNA WOODS

Dated:_____

By:_____
Carol Moore, Mayor

APPROVED AS TO FORM:

By:_____
Alisha Patterson, City Attorney

“Buyer”

EL TORO WATER DISTRICT

Dated:_____

By:_____
Kathryn Freshley
President

Dated:_____

By:_____
Dennis P. Cafferty
General Manager/Secretary

[END OF SIGNATURES]

EXHIBIT 1

to the

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

by and between

the El Toro Water District

and the

the City of Laguna Woods

(7 pages)

WHEN RECORDED MAIL TO:

EL TORO WATER DISTRICT
24251 Los Alisos Blvd
Lake Forest, CA 92630

SPACE ABOVE THIS LINE FOR RECORDER'S

USE

[Exempt from Recordation Fee per Gov. Code §§ 6103, 27383]

[Exempt from Documentary Transfer Tax per Rev. & Tax. Code § 11922]

APN 622-071-22

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE CITY OF LAGUNA WOODS, A MUNICIPAL CORPORATION, and EL TORO WATER DISTRICT hereby GRANTS to

El Toro Water District, pursuant to that certain Amended Judgment Quieting Title in favor of El Toro Water District, in the Superior Court for the County of Orange, State of California Case No. 30-2020-01152257-CU-OR-CJC, a certified copy recorded 6/30/2021 as Instrument No. 2021000426552, Official Records

the real property in the City of Laguna Woods, County of Orange, State of California, known as Lot Line Adjustment No. LLA-1309, recorded concurrently herewith, more particularly described as Parcel 1 on Exhibit "A" attached hereto and incorporated herein by this reference, and depicted generally in the map attached hereto as Exhibit "B".

Dated: _____, 2022

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantors have caused this Grant Deed to be executed as of the day and year first above written.

GRANTORS:

Carol Moore
Mayor, City of Laguna Woods

Kathryn Freshley
President, Board of Directors,
of the El Toro Water District

Dennis P. Cafferty
General Manager and
Secretary to the Board of Directors,
of the El Toro Water District

EXHIBIT A
LOT LINE ADJUSTMENT NO. LLA-1309
LEGAL DESCRIPTIONS

OWNER	EXISTING ASSESSOR PARCEL NUMBER	PROPOSED PARCEL REFERENCE NUMBER
EL TORO WATER DISTRICT	622-071-21	PARCEL 1
CITY OF LAGUNA WOODS	622-071-22	PARCEL 2

EXISTING LEGAL DESCRIPTION APN 622-071-21:

THAT PORTION OF LAND SITUATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT LINE DESCRIBED AS SOUTH 40°46'39" WEST 930.54 FEET IN AN EASEMENT DEED RECORDED IN BOOK 5155, PAGE 468, OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID LINE FOR THE PURPOSE OF THIS DESCRIPTION BEARS SOUTH 40°45'09" WEST; THENCE AT RIGHT ANGLES TO SAID LINE, NORTH 49°14'51" WEST 60.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL TO SAID LINE NORTH 40°45'09" EAST 10.28 FEET; THENCE AT RIGHT ANGLES NORTH 49°14'51" WEST 35.00 FEET; THENCE SOUTH 40°45'09" WEST 71.73 FEET; THENCE SOUTH 51°57'51" EAST 36.46 FEET RADIALLY TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY 59.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'00" TO THE POINT OF BEGINNING.

EXISTING LEGAL DESCRIPTION APN 622-071-22:

LOT 5 OF TRACT NO. 10641 IN THE CITY OF LAGUNA WOODS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 473, PAGES 29 AND 30, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LAND SITUATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT LINE DESCRIBED AS SOUTH 40°46'39" WEST 930.54 FEET IN AN EASEMENT DEED RECORDED IN BOOK 5155, PAGE 468, OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID LINE FOR THE PURPOSE OF THIS DESCRIPTION BEARS SOUTH 40°45'09" WEST; THENCE AT RIGHT ANGLES TO SAID LINE, NORTH 49°14'51" WEST 60.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL TO SAID LINE NORTH 40°45'09" EAST 10.28 FEET; THENCE AT RIGHT ANGLES NORTH 49°14'51" WEST 35.00 FEET; THENCE SOUTH 40°45'09" WEST 71.73 FEET; THENCE SOUTH 51°57'51" EAST 36.46 FEET RADIALLY TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1260.00 FEET; THENCE NORTHEASTERLY 59.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'00" TO THE POINT OF BEGINNING.

PARCEL 1:

THAT PORTION OF LOT 5 TRACT NO. 10641 IN THE CITY OF LAGUNA WOODS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 473, PAGES 29 AND 30, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF EL TORO ROAD AND ALISO CREEK ROAD AS SHOWN ON THE MAP OF TRACT NO. 13613 FILED IN BOOK 619, PAGES 44 THROUGH 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE CENTERLINE OF EL TORO ROAD SOUTH 40°45'09" WEST 84.85 FEET, AS SHOWN ON THE MAP OF SAID TRACT, TO A POINT AT THE SOUTHWESTERLY TERMINUS OF THAT PARTICULAR COURSE DESCRIBED AS "SOUTH 40°46'39" WEST 930.54 FEET" IN THE EASEMENT DEED TO THE COUNTY OF ORANGE RECORDED MARCH 21, 1960, IN BOOK 5155, PAGE 468, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE LEAVING SAID CENTERLINE NORTH 49°14'51" WEST 60.00 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 5, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT AND PARALLEL WITH THE CENTERLINE OF EL TORO ROAD NORTH 40°45'09" EAST 20.28 FEET; THENCE LEAVING THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT NORTH 49°14'51" WEST 35.00 FEET; THENCE SOUTH 40°45'09" WEST 81.73 FEET; THENCE SOUTH

EXHIBIT A
LOT LINE ADJUSTMENT NO. LLA-1309
LEGAL DESCRIPTIONS

OWNER	EXISTING ASSESSOR PARCEL NUMBER	PROPOSED PARCEL REFERENCE NUMBER
EL TORO WATER DISTRICT	622-071-21	PARCEL 1
CITY OF LAGUNA WOODS	622-071-22	PARCEL 2

PARCEL 1: (CONTINUED)

51°57'51" EAST 36.46 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1260.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 51°57'51" WEST; THENCE NORTHEASTERLY 59.74 FEET ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT AND SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'00" TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,860 SQUARE FEET.

PARCEL 2:

LOT 5 OF TRACT NO. 10641 IN THE CITY OF LAGUNA WOODS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 473, PAGES 29 AND 30, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE INTERSECTION OF EL TORO ROAD AND ALISO CREEK ROAD AS SHOWN ON THE MAP OF TRACT NO. 13613 FILED IN BOOK 619, PAGES 44 THROUGH 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE CENTERLINE OF EL TORO ROAD SOUTH 40°45'09" WEST 84.85 FEET, AS SHOWN ON THE MAP OF SAID TRACT, TO A POINT AT THE SOUTHWESTERLY TERMINUS OF THAT PARTICULAR COURSE DESCRIBED AS "SOUTH 40°46'39" WEST 930.54 FEET" IN THE EASEMENT DEED TO THE COUNTY OF ORANGE RECORDED MARCH 21, 1960, IN BOOK 5155, PAGE 468, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE LEAVING SAID CENTERLINE NORTH 49°14'51" WEST 60.00 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 5, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT AND PARALLEL WITH THE CENTERLINE OF EL TORO ROAD NORTH 40°45'09" EAST 20.28 FEET; THENCE LEAVING THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT NORTH 49°14'51" WEST 35.00 FEET; THENCE SOUTH 40°45'09" WEST 81.73 FEET; THENCE SOUTH 51°57'51" EAST 36.46 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1260.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 51°57'51" WEST; THENCE NORTHEASTERLY 59.74 FEET ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT AND SAID CURVE THROUGH A CENTRAL ANGLE OF 2°43'00" TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 10.620 ACRES.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION HAS BEEN PREPARED BY ME:

David A. Bush 1-10-2022

DAVID A. BUSH, LS 7052
 MY LICENSE EXPIRES 12-31-22



NOTE: THERE MAY BE EASEMENTS OF RECORD DELINEATED AND REFERENCED ON THE UNDERLYING MAPS OR THERE MAY BE OTHER RECORDED EASEMENTS WITHIN THE AREA BEING ADJUSTED THAT ARE NOT SHOWN ON THIS DOCUMENT THAT COULD ENCUMBER SAID PARCELS HEREIN.

OWNER	EXISTING ASSESSOR PARCEL NUMBER	PROPOSED PARCEL REFERENCE NUMBER
EL TORO WATER DISTRICT	622-071-21	PARCEL 1
CITY OF LAGUNA WOODS	622-071-22	PARCEL 2

SEE SHEET 3 OF 3

SCALE: 1"=40'

PARCEL 1
2860 SQ. FT.
O.R. 11063/1323

TRUE POINT OF BEGINNING OF PARCEL 1

C/L EL TORO

C/L ALISO CREEK ROAD

POINT OF COMMENCEMENT
PARCEL 1

RO

Exp. 12/31/22
No. 7052

STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
DAVID A. BUSH

THIS MAP WAS PREPARED BY ME:
David A. Bush 1-10-2022
DAVID A. BUSH, LS 7052
MY LICENSE EXPIRES 12-31-22

LEGEND

— EXISTING LOT LINE TO REMAIN
— EXISTING LOT LINE TO BE REVISED
— PROPOSED LOT LINE

SHEET 1 OF 3

_____ EXISTING LOT LINE TO REMAIN
 - - - - - EXISTING LOT LINE TO BE REVISED
 _____ PROPOSED LOT LINE



OWNER	EXISTING ASSESSOR PARCEL NUMBER	PROPOSED PARCEL REFERENCE NUMBER
EL TORO WATER DISTRICT	622-071-21	PARCEL 1
CITY OF LAGUNA WOODS	622-071-22	PARCEL 2

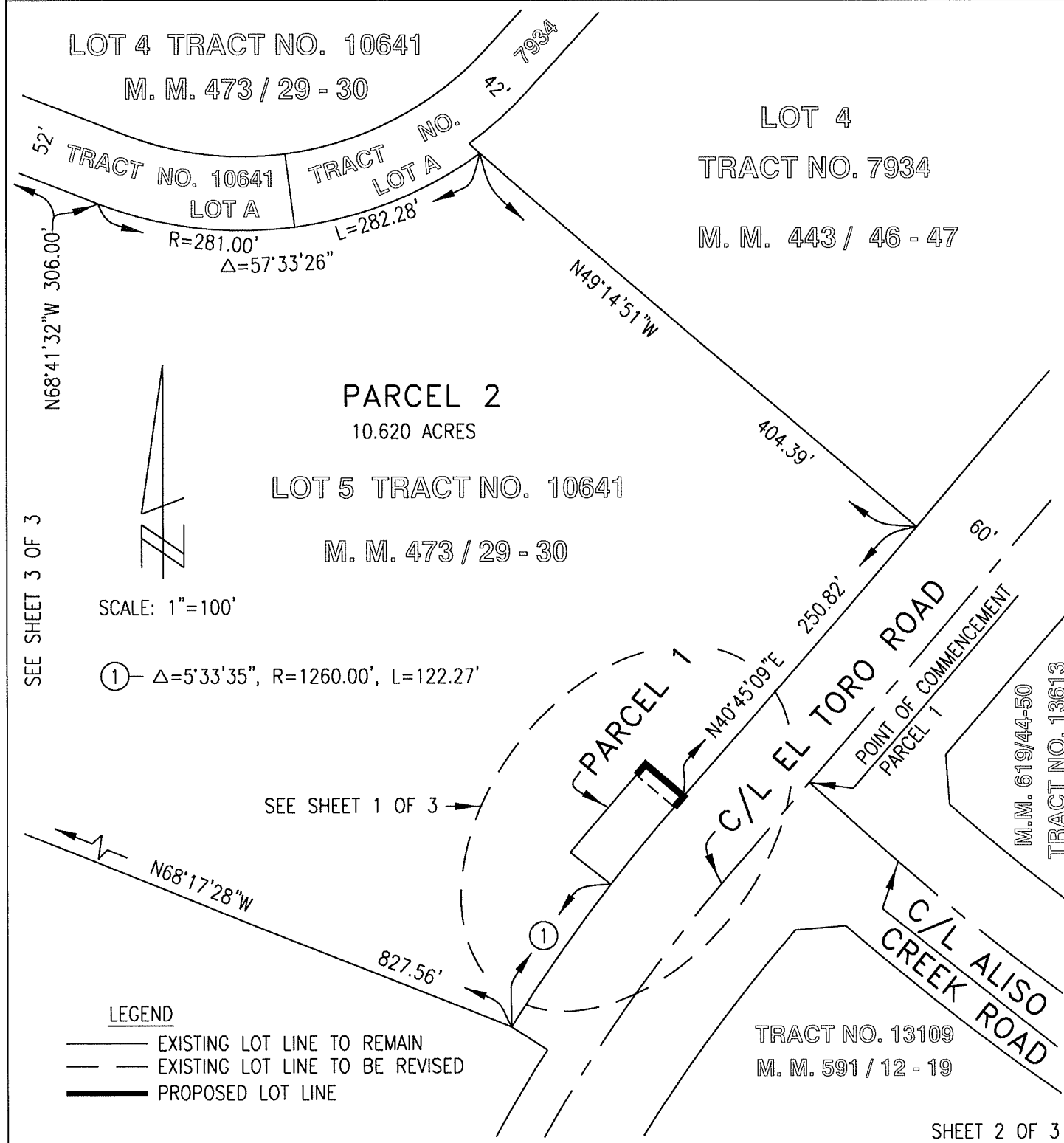
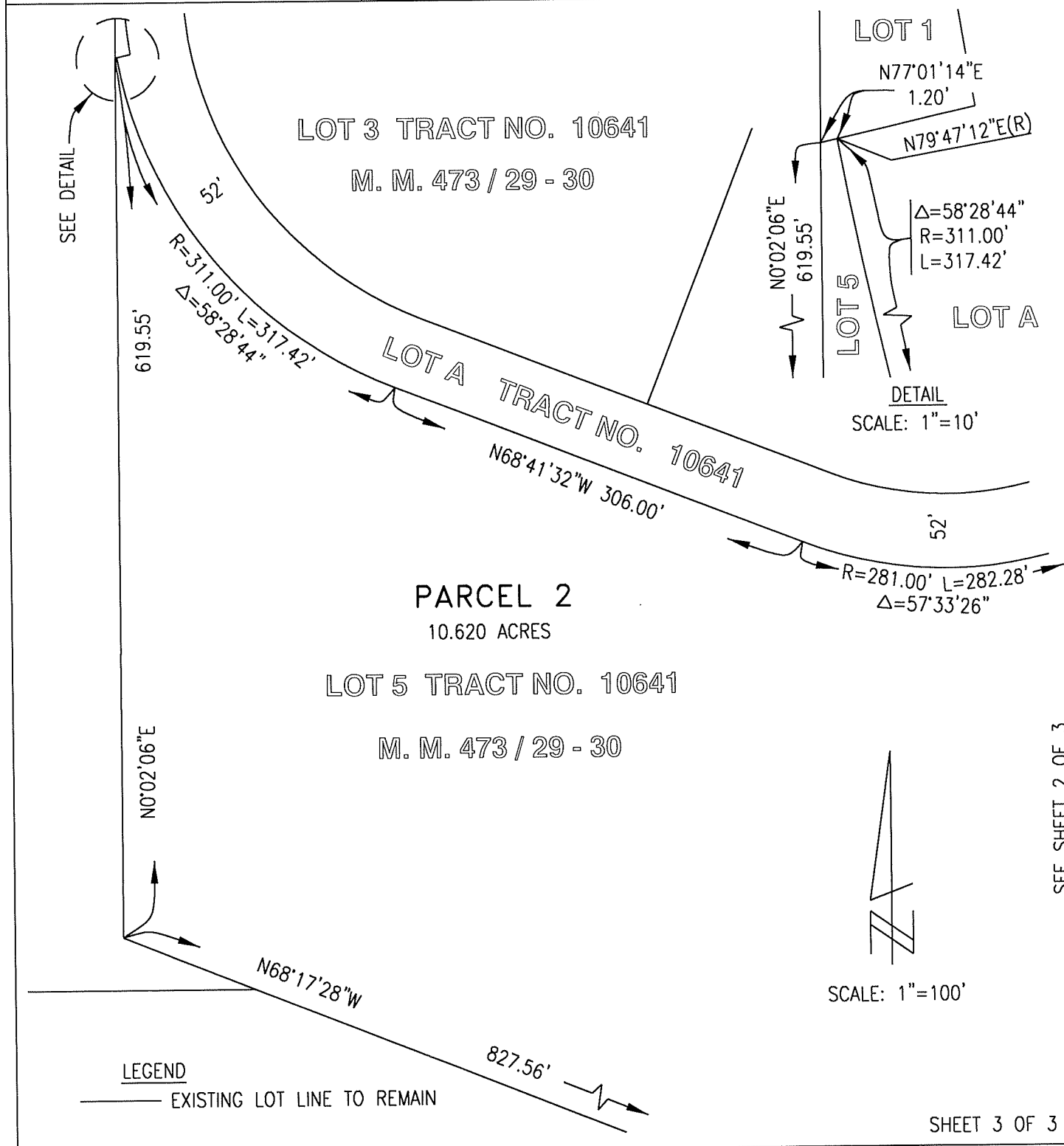


EXHIBIT B

LOT LINE ADJUSTMENT NO. LLA-1309

MAP

OWNER	EXISTING ASSESSOR PARCEL NUMBER	PROPOSED PARCEL REFERENCE NUMBER
EL TORO WATER DISTRICT	622-071-21	PARCEL 1
CITY OF LAGUNA WOODS	622-071-22	PARCEL 2



6.9

**PAVEMENT MANAGEMENT PLAN PROJECT
(SOUTHBOUND MOULTON PARKWAY
BETWEEN VIA CAMPO VERDE AND CALLE
CORTEZ)**

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**AMENDMENT OF THE
CONTRACT AGREEMENT
BETWEEN THE
CITY OF LAGUNA WOODS
AND
ALL AMERICAN ASPHALT
FOR PAVEMENT MANAGEMENT PLAN PROJECT (SOUTHBOUND MOULTON
PARKWAY BETWEEN VIA CAMPO VERDE AND CALLE CORTEZ)**

This AMENDMENT of the CONTRACT AGREEMENT ("AGREEMENT") that was entered into on December 10, 2021 by and among the City of Laguna Woods, a municipal corporation ("CITY") and All American Asphalt ("CONTRACTOR"), is made and entered into this _____ by and among CITY and CONTRACTOR.

WHEREAS, the AGREEMENT requires CITY to issue a Notice to Proceed no later than January 3, 2021 after which work must be completed within 20 working days; and

WHEREAS, CITY and CONTRACTOR mutually desire to defer the issuance of the Notice to Proceed due to scheduling considerations; and

WHEREAS, modifications to the AGREEMENT must be made by an agreement and in writing, signed by both parties and pursuant to action of the City Council.

NOW THEREFORE, the parties amend the AGREEMENT as follows:

1. CITY and CONTRACTOR hereby agree to an AMENDMENT of the AGREEMENT consisting of the modifications shown on page two of this AMENDMENT to Section 4 of the AGREEMENT.

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

CITY OF LAGUNA WOODS:

By _____
Christopher Macon, City Manager

CONTRACTOR:

By _____
Edward J. Carlson, Vice President

APPROVED AS TO FORM:

Alisha Patterson, City Attorney

AMENDMENT TEXT

Section 4 of the AGREEMENT is amended to read as follows (additions shown with underlining and deletions shown with ~~strike-through~~):

4. The City will issue one Notice to Proceed (NTP). Said Notice to Proceed shall not be issued prior to ~~seven (7) calendar days after award of the contract~~ February 14, 2022 and *no later* than ~~January 3, 2021~~ March 31, 2022. The Contractor shall complete the work within twenty (20) working days from the issuance of the Notice to Proceed.

7.1

CONDITIONAL USE PERMIT CUP-1500 TO ALLOW FOR (A) THE ESTABLISHMENT OF AN AUTOMOBILE SERVICE STATION, (B) THE ESTABLISHMENT OF A VEHICLE WASHING FACILITY, (C) ALCOHOLIC BEVERAGE SALES, (D) TOBACCO AND CIGARETTE SALES, (E) ALTERNATIVE PROVISIONS TO OFF-STREET PARKING REGULATIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AND (F) EXCEPTIONS AND MODIFICATIONS TO THE WALL HEIGHT PROVISIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AT 24202 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: January 19, 2022 Regular Meeting

SUBJECT: Conditional Use Permit CUP-1500 to allow for (a) the establishment of an automobile service station, (b) the establishment of a vehicle washing facility, (c) alcoholic beverage sales, (d) tobacco and cigarette sales, (e) alternative provisions to off-street parking regulations set forth in the Laguna Woods Municipal Code, and (f) exceptions and modifications to the wall height provisions set forth in the Laguna Woods Municipal Code, at 24202 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 CONDITIONAL USE PERMIT CUP-1500 TO ALLOW FOR (A) THE ESTABLISHMENT OF AN AUTOMOBILE SERVICE STATION, (B) THE ESTABLISHMENT OF A VEHICLE WASHING FACILITY, (C) ALCOHOLIC BEVERAGE SALES, (D) TOBACCO AND CIGARETTE SALES, (E) ALTERNATIVE PROVISIONS TO OFF-STREET PARKING REGULATIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AND (F) EXCEPTIONS AND MODIFICATIONS TO THE WALL HEIGHT PROVISIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AT 24202 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15332 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

Overview

LW Shell Inc., the property owner of 24202 Moulton Parkway, Laguna Woods, CA 92637 (“project location”), submitted a land use application seeking approval of Conditional Use Permit CUP-1500 to allow for the following:

- (a) the establishment of an automobile service station,
(pursuant to Laguna Woods Municipal Code Section 13.10.020)
- (b) the establishment of a vehicle washing facility,
(pursuant to Laguna Woods Municipal Code Section 13.10.020)
- (c) alcoholic beverage sales,
(pursuant to Laguna Woods Municipal Code Section 13.10.020)
- (d) tobacco and cigarette sales,
(pursuant to Laguna Woods Municipal Code Section 13.10.020)
- (e) alternative provisions to off-street parking regulations set forth in the Laguna Woods Municipal Code, and
(pursuant to Laguna Woods Municipal Code Section 13.18.080)
- (f) exceptions and modifications to the wall height provisions set forth in the Laguna Woods Municipal Code, at the project location.
(pursuant to Laguna Woods Municipal Code Section 13.16.230(6))

The project location is currently operating as the Moulton Auto Spa and is located at the northeast corner of the intersection of El Toro Road and Moulton Parkway.

A vicinity map is included as Attachment B.

Surrounding land uses are listed in Table 1.

Table 1: Surrounding Land Uses

General Location	General Plan Land Use Designation	Land Use
North	Open Space	Laguna Woods Village Golf Course
South	Commercial	Mobil Gas & Service Station / Willow Tree Center
East	Open Space	Laguna Woods Village Golf Course
West	Commercial	ARCO Gas Station & AMPM

The project location is within the Community Commercial (CC) zoning district. Community Commercial 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).

Discussion

At today’s meeting, the City Council will conduct a public hearing regarding the application for Conditional Use Permit CUP-1500, after which approval will be considered (Attachment A). Staff recommends approval of the conditional use permit, subject to the conditions of approval (Exhibit A to Attachment A).

If Conditional Use Permit CUP-1500 is approved, the applicant plans to demolish all existing buildings and structures on the site to construct a 2,631 square foot canopy with six fuel pumps, a 1,719 square foot convenience store, a 1,350 square foot self-operated express car wash, a 307 square foot car wash equipment storage room, and two self-operated vacuum stations, plus parking, landscaping, and site improvements. The new convenience store would provide a variety of goods for sale including (of particular relevance to the approvals sought in Conditional Use Permit CUP-1500) beer, wine, and tobacco and cigarette products. The hours of operation for the convenience store, gasoline sales, and self-operated express car wash would be 24 hours a day, seven days a week.

An annotated site plan for discussion purposes is included as Attachment D.

No approvals for signage are sought as part of Conditional Use Permit CUP-1500. Signage would be addressed under a separate sign program application.

The proposed conditional use permit would apply to the proposed initial use (LW Shell Inc.), as well as eligible successors.

The proposed conditions of approval would regulate the use in a manner consistent with the purpose and intent of Laguna Woods Municipal Code Chapter 13.10.

Alcoholic Beverage Sales

The California State Department of Alcoholic Beverage Control (“ABC”) regulates the sale of alcoholic beverages. The applicant is seeking approval to obtain a Type 20 (Off-Sale Beer & Wine) license from ABC for use at the project location. Alcoholic beverage sales cannot commence without approval from both the City and ABC. The applicant is proposing to sell an assortment of beer and wine within the convenience store for off-site consumption only.

The project location is within United States Census Tract 626.22. ABC establishes the allowable number of on-sale and off-sale licenses within a given census tract. According to ABC records, Census Tract 626.22 is allowed five on-sale and two off-sale licenses without special approval.

There are currently 11 active on-sale licenses and seven active off-sale licenses within Census Tract 626.22 (see Table 2), of which three on-sale licenses and zero off-sale licenses are located in Laguna Woods. Based on ABC standards, there is an “undue concentration” of licenses within the census tract. Undue concentration occurs when the ratio of on-sale or off-sale licenses to population in a census tract exceeds the ratio of licenses to population in the county.

Table 2: ABC Licenses within Census Tract 626.22

Licensee	ABC License	Jurisdiction
Hpt Cy Trs Inc	Type 47 ⁴	Laguna Hills
California Fine Wine & Spirits LLC	Type 21 ²	Laguna Hills
Baja Fish Tacos, Inc.	Type 41 ³	Laguna Hills
G & M Oil Co LLC	Type 20 ¹	Laguna Hills
Majestic International Group	Type 20 ¹	Laguna Hills

Eckert, Brian Nicholas	Type 21 ²	Laguna Hills
Salazar, Carlos Roman	Type 41 ³	Laguna Hills
Jojos Restaurants, LLC	Type 41 ³	Laguna Hills
Golden Rain Foundation of Laguna Woods (Village Greens; 24122 Moulton Parkway)	Type 51 ⁵	Laguna Woods
Sue-Renity Ventures	Type 85 ⁶	Laguna Hills
Golden Rain Foundation of Laguna Woods (Clubhouse 2; 24112 Moulton Parkway)	Type 51 ⁵	Laguna Woods
Urguplu Laguna Hills oglu, Azaduhi	Type 41 ³	Laguna Hills
California Fine Wine & Spirits LLC	Type 42	Laguna Hills
900, Inc	Type 41 ³	Laguna Hills
Golden Rain Foundation of Laguna Woods (Performing Arts Center; 23822 Avenida Sevilla)	Type 51 ⁵	Laguna Woods
Rod Fraser Enterprises Inc	Type 47 ⁴	Laguna Hills
R & M Pacific Rim Inc	Type 20 ¹	Laguna Hills
7 Eleven Inc	Type 20 ¹	Laguna Hills

¹ Type 20 Off-Sale Beer & Wine

² Type 21 Off-Sale General License

³ Type 41 On-Sale Beer & Wine - Eating Place License

⁴ Type 47 On-Sale General Eating Place License

⁵ Type 51 On-Sale General - Club

⁶ Type 85 Limited Off-Sale - Wine License

In the event of an undue concentration of licenses, additional licenses can only be approved if the City Council finds that such additional licenses would serve as a public convenience and necessity. The proposed resolution (Attachment B) finds that the alcoholic beverage sales included as part of Conditional Use Permit CUP-1500 would serve as a public convenience and necessity. The applicant's letter requesting such a finding is included as Attachment C.

Alcoholic beverage sales would be limited to 7 a.m. to 12 a.m. daily.

The Chief of Police Services was consulted about the proposed alcoholic beverage sales and expressed no objection, subject to the conditions of approval.

Alternative Provisions to Off-Street Parking Regulations

Conditional Use Permit CUP-1500 includes the number of parking spaces required by the Laguna Woods Municipal Code for all uses except the vehicle washing

facility (self-operated express carwash) which the Laguna Woods Municipal Code considers an “automobile washing and cleaning establishment, self-service” with a minimum of five parking spaces required for each two washing stalls. While the vehicle washing facility does include washing and cleaning, and is self-service, the “automobile washing and cleaning establishment, self-service” off-street parking requirements do not contemplate the proposed type of vehicle washing facility which requires customers to remain in their vehicles for the full duration of the wash cycle. As the proposed vehicle washing facility does not include washing stalls, it would be inappropriate to apply the “automobile washing and cleaning establishment, self-service” off-street parking requirements to the project.

In lieu of applying the “automobile washing and cleaning establishment, self-service” off-street parking requirements to the project, staff recommends an off-street parking requirement totaling nine parking spaces (including the number of accessible parking spaces required by applicable provisions of the California Building Standards Code and Laguna Woods Municipal Code) plus a queue lane for the vehicle washing facility capable of accommodating eight vehicles at an average length of 16 feet per vehicle.

As proposed, parking provided at fuel islands (a total of 12 areas, one on either side of each fuel pump) would not be counted toward the nine parking spaces required, although they may effectively serve as additional parking for other uses (e.g., a person may purchase fuel and then shop in the convenience store without moving his/her/their vehicle from the fuel island to one of the nine parking spaces intended to serve the convenience store).

Exceptions and Modifications to Wall Height Provisions

Conditional Use Permit CUP-1500 includes the construction of new eight-foot-tall solid walls along the north and east sides of the property to separate the project from the adjacent golf course use. The eight-foot-tall solid walls are intended to assist in attaining compliance with noise compatibility guidelines in the General Plan and noise standards in the Laguna Woods Municipal Code, as well to promote public safety and site security between adjacent uses.

Environmental Review

This project is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15332 of Title 14 of the California Code of

Regulations, in that it consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The project specifically involves the replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

Fiscal Impact

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

Related Documents Available for Review

Related documents – including the applicant's application – are available for public review at City Hall during normal working hours.

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

Attachments: A – Proposed Resolution
Exhibit A – Proposed Conditions of Approval
B – Vicinity Map
C – Applicant's Public Convenience and Necessity Letter (March 10, 2021)
D – Annotated Site Plan for Discussion Purposes

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CUP-1500 TO ALLOW FOR (A) THE ESTABLISHMENT OF AN AUTOMOBILE SERVICE STATION, (B) THE ESTABLISHMENT OF A VEHICLE WASHING FACILITY, (C) ALCOHOLIC BEVERAGE SALES, (D) TOBACCO AND CIGARETTE SALES, (E) ALTERNATIVE PROVISIONS TO OFF-STREET PARKING REGULATIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AND (F) EXCEPTIONS AND MODIFICATIONS TO THE WALL HEIGHT PROVISIONS SET FORTH IN THE LAGUNA WOODS MUNICIPAL CODE, AT 24202 MOULTON PARKWAY, LAGUNA WOODS, CA 92637, AND DETERMINING THAT THE CONDITIONAL USE PERMIT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15332 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, LW Shell Inc. (“the applicant”) submitted an application for Conditional Use Permit CUP-1500 to allow for (a) the establishment of an automobile service station, (b) the establishment of a vehicle washing facility, (c) alcoholic beverage sales, (d) tobacco and cigarette sales, (e) alternative provisions to off-street parking regulations set forth in the Laguna Woods Municipal Code, and (f) exceptions and modifications to the wall height provisions set forth in the Laguna Woods Municipal Code, at 24202 Moulton Parkway, Laguna Woods, CA 92637 in the Community Commercial (CC) zoning district; and

WHEREAS, on January 19, 2022, the City Council of the City of Laguna Woods, after giving notice thereof as required by law, held a public hearing concerning Conditional Use Permit CUP-1500; and

WHEREAS, the City Council has carefully considered all pertinent testimony, as well as all information contained in the agenda report prepared for Conditional Use Permit CUP-1500, 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, Conditional Use Permit CUP-1500 has been determined to be categorically exempt pursuant to Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act

(“CEQA”); and

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

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

Findings for All Discretionary Permits

1. The use or project proposed is consistent with the General Plan.

The proposed project is consistent with the Commercial land use designation of the General Plan including, but not limited to, the applicable maximum floor area ratio. Objective I of the General Plan Land Use Element is to “promote land uses that accommodate the diverse needs of City of Laguna Woods residents” and Policy I.B is to “actively participate with property owners and their representatives to expand the range of retail goods and services.” The proposed project would allow the establishment of uses that expand the range of retail goods and services that are presently available at the project site, including an automobile service station (with more fuel pumps than presently exists), vehicle washing facility (a drive-through facility that would be the first of its kind in Laguna Woods), alcoholic beverage sales (which are not presently permitted), and tobacco and cigarette sales (which are not presently permitted).

2. The use, activity or improvement(s) proposed is consistent with the provisions of the Zoning Code.

Automobile service stations, vehicle washing facilities, alcoholic beverage sales, and tobacco and cigarette sales are conditionally permitted uses within the Community Commercial (CC) zoning district. Alternative provisions to off-street parking regulations and exceptions and modifications to the wall height provisions set forth in the Laguna Woods Municipal Code are explicitly permitted subject to the issuance of a conditional use permit. The proposed project is also consistent with the purpose and intent of the Community Commercial (CC) zoning district, which is “to provide for the development and preservation of high intensity commercial uses which serve the local community and regional area and are compatible with surrounding residential uses.” The project site’s location at the intersection of two arterial

highways aids in extending the proposed project's service area to both the local community and regional area. There are no surrounding residential uses. There is no identified incompatibility with the nearest residential uses.

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

Based upon the information received from the applicant and staff's assessment of the same, the proposed project has been determined to be categorically exempt from CEQA pursuant to Section 15332 (In-Fill Development Projects) of Title 14 of the California Code of Regulations, in that it consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The proposed project specifically involves the replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

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

The proposed project would replace a similar use that includes both an automobile service station and vehicle washing facility with no history of incompatibility with other permitted uses in the vicinity. Ingress and egress to the project site would be provided via driveways located in substantially similar positions as presently exists, but with improved internal vehicle and pedestrian circulation. As part of the proposed project, eight-foot-tall solid walls would be constructed to separate the proposed project from the adjacent golf course use. The balance of the project site is located adjacent to public streets fronted by compatible commercial uses, including two other automobile service stations and a fast/fast casual food establishment offering drive-through service. Both nearby automobile service stations sell tobacco and cigarettes, and one sells alcoholic beverages under the same type of State of California Department of Alcoholic Beverage Control ("ABC") Type 20 (Off-Sale Beer & Wine) license that would be authorized for the proposed project. Conditions of approval are included to ensure that appropriate measures are taken to avoid conditions or situations that may be incompatible with other permitted uses in the vicinity. Specific findings are also made regarding alternative provisions to off-street parking regulations

and exceptions and modifications to the wall height provisions set forth in the Laguna Woods Municipal Code (see findings 7, 8, 9, and 10).

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

The proposed project would be subject to conditions of approval which would regulate its uses in a manner that would not result in conditions or circumstances contrary to the public health and safety and the general welfare. For example, Condition of Approval No. 3 requires compliance 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. Condition of Approval No. 8 requires compliance with all applicable licensing required through the ABC and all applicable ordinances, regulations, rules, and requirements promulgated by the ABC, as well as all other applicable federal, state, and local authorities. Condition of Approval No. 22 reserves the City's rights to require on-site security and/or safety measures, if warranted. The Chief of Police Services was consulted about the proposed alcoholic beverage sales and expressed no objection to such approval, subject to the conditions of approval.

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

The proposed project has been evaluated against all City regulations through the conditional use permit process and is deemed to be in compliance, subject to the conditions of approval. The proposed project would not require the addition or modification of any public facilities, nor heightened levels of service for any public services operating from public facilities.

Findings for Alternative Provisions to Off-Street Parking Regulations

7. Applicable off-street parking requirements are excessive or inappropriate due to the nature of the specific use involved or because of special circumstances applicable to the property.

The proposed project includes the number of parking spaces required by the Laguna Woods Municipal Code for all uses except the vehicle washing facility which the Laguna Woods Municipal Code considers an "automobile

washing and cleaning establishment, self-service” with a minimum of five parking spaces required for each two washing stalls. While the proposed project’s vehicle washing facility does include washing and cleaning, and is self-service, the “automobile washing and cleaning establishment, self-service” off-street parking requirements do not contemplate the proposed type of vehicle washing facility which requires customers to remain in their vehicles for the full duration of the wash cycle. As the proposed project’s vehicle washing facility does not include washing stalls, it would be inappropriate to apply the “automobile washing and cleaning establishment, self-service” off-street parking requirements to the proposed project.

8. The proposed off-street parking facilities comply with the intent of the Zoning Code related to parking requirements.

The intent of the Laguna Woods Zoning Code’s parking requirements is to “provide for the on-site, off-street parking of motor vehicles that are attracted by the use or uses on the premises” such that uses and projects include “the installation of properly designed parking facilities of sufficient capacity to minimize traffic congestion, enhance public safety, generally provide for the parking of motor vehicles at locations other than on the streets, and for safe passage of pedestrians to and from parked vehicles.” For the proposed project, the number of parking spaces required by the Laguna Woods Municipal Code would be provided for all uses except the vehicle washing facility. The off-street parking requirements that would otherwise apply to the vehicle washing facility are inappropriate for the reasons summarized in Finding 7. A more comparable use to the vehicle washing facility is restaurants with drive-through services, for which the Laguna Woods Municipal Code does not require additional parking spaces to serve the drive-through, but does require a queue lane capable of accommodating at least five vehicles. For the proposed project, the queue lane for the vehicle washing station would accommodate eight vehicles at an average length of 16 feet per vehicle. The proposed project would be subject to conditions of approval to ensure that off-street parking facilities comply with the intent of the Zoning Code related to parking requirements. For example, Condition of Approval No. 13 requires all necessary steps to be taken to ensure that traffic to and from the property does not, at any time, block or obstruct any public street, public right-of-way, public sidewalk, public bus stop, or public transit shelter. For these reasons, the off-street parking requirement for the proposed project of nine parking spaces (including the number of accessible parking spaces required by applicable provisions of the California Building

Standards Code and Laguna Woods Municipal Code) plus a queue lane for the vehicle washing facility capable of accommodating eight vehicles at an average length of 16 feet per vehicle complies with the intent of the Laguna Woods Zoning Code related to parking requirements. Parking provided at fuel islands (a total of 12 areas, one on either side of each fuel pump) would not be counted toward the nine parking spaces required, although they may effectively serve as additional parking for other uses

Findings for Exceptions and Modifications to Wall Height Provisions

9. The height and location of the fence or wall as proposed will not result in or create a traffic hazard.

The eight-foot-tall solid walls that would be constructed along the north and east sides of the property to separate the proposed project from the adjacent golf course use would not result in or create a traffic hazard as they are not located in a manner that can be reasonably seen to obstruct sight lines, clear vision, or movement of vehicles traveling on either of the adjacent public streets. Sidewalks are and would continue to be present along both adjacent public streets, resulting in several foot setbacks for the walls.

10. The location, size, design and other characteristics of the fence or wall will not create conditions or situations that may be objectionable, detrimental or incompatible with other permitted uses in the vicinity.

The proposed eight-foot-tall solid walls are intended to assist in attaining the proposed project's compliance with noise compatibility guidelines in the General Plan and noise standards in the Laguna Woods Municipal Code, as well to promote public safety and site security between adjacent uses. The eight-foot-tall solid walls would replace shorter, predominantly open metal fences, thereby improving sound attenuation and physical barrier between the proposed project and the adjacent golf course use. The increase in height would be compatible with Conditional Use Permit CUP-1135, which was approved for properties including the adjacent golf course use to allow the construction of certain fences and walls up to seven feet in height. The proposed project would be subject to conditions of approval related to location, size, and design that would ensure compatibility with other permitted uses in the vicinity. For example, Condition of Approval No. 18 requires the eight-foot-tall solid walls to be made visually consistent on both sides. Condition of Approval No. 20 requires the timely removal of graffiti.

Finding for Alcoholic Beverage Sales (per ABC)

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

The ABC establishes the allowable number of on-sale and off-sale licenses with a given census tract. According to ABC records, Census Tract 626.22 is allowed five on-sale and two off-sale licenses without special approval. There are currently 11 active on-sale licenses and seven active off-sale licenses within Census Tract 626.22, of which three on-sale licenses and zero off-sale licenses are located in Laguna Woods. Based on ABC standards, there is an “undue concentration” of licenses within the census tract. The proposed Type 20 (Off-Sale Beer & Wine) ABC license would be a public convenience and necessity as the license would allow customers to purchase beer and wine from a prominently-located convenience store offering a variety of products intended for supplemental grocery shopping, thereby reducing the need for additional trips to other retail outlets and saving time.

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 15332 of Title 14 of the California Code of Regulations, in that it consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The project specifically involves the replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

SECTION 3. The City Council hereby approves Conditional Use Permit CUP-1500, subject to the conditions of approval attached to this resolution as Exhibit A, which are incorporated herein by this reference.

SECTION 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

Exhibit A to Resolution No. 22-XX

Conditions of Approval for Conditional Use Permit CUP-1500

1. The proposed project shall be constructed, developed, used, operated, and permanently maintained in accordance with the terms of the application, plans, drawings, and conditions imposed herein.
2. The Applicant(s)/Owner(s) shall comply with all of the conditions of approval as part of Conditional Use Permit CUP-1500 (“conditional use permit”). Failure to comply with any one or more of the conditions imposed herein constitute grounds for revocation of said conditional use permit by the City Council.
3. 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 conditional use permit 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.
4. This conditional use permit does not eliminate the need for building permits or encroachment 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.
5. Prior to the issuance of building permits, the Applicant(s)/Owner(s) shall obtain a Fire Master Plan approved by the Orange County Fire Authority.
6. This conditional use permit does not include any approval for signage, nor does it represent or imply that any signage proposed in connection with this application, or at any time in the future, will or will not be approved by the City.

7. This conditional use permit allows all of the following:
 - Establishment of an automobile service station
 - Establishment of a vehicle washing facility
 - Alcoholic beverage sales
 - Tobacco and cigarette sales
8. The sale of alcoholic beverages shall occur in full compliance with applicable licensing required through the State of California Department of Alcoholic Beverage Control (“ABC”). The sale of alcoholic beverages shall occur in full accordance with all applicable ordinances, regulations, rules, and requirements promulgated by the ABC, as well as all other applicable federal, state, and local authorities.
9. The Applicant(s)/Owner(s) are authorized to obtain only the following type of ABC license:
 - Type 20 (Off-Sale Beer & Wine)
10. Sale of alcoholic beverages for off-site consumption shall cease on the posted closing time of the business and in no event begin before 7:00 a.m. or occur past 12:00 a.m. daily. Any changes shall require review and authorization by the City Manager who may refer such decision to the City Council.
11. The Applicant(s)/Owner(s) shall post signage at the public entrances and exits to the business, in a manner that is clearly visible to customers and staff, stating that no alcoholic beverage consumption is permitted on-site and loitering is prohibited.
12. There shall be no exterior advertising of any kind or type promoting or indicating the availability of alcoholic beverages or tobacco and cigarette sales including, but not limited to, advertising directed to the exterior from within.
13. The Applicant(s)/Owner(s) are solely responsible for ensuring that traffic to and from the property does not, at any time, block or obstruct any public street, public right-of-way, public sidewalk, public bus stop, or public transit shelter. The Applicant(s)/Owner(s) shall take all steps necessary to prevent and immediately resolve such situations and shall immediately implement any

ITEM 7.1 – Exhibit A to Attachment A

direction received by City staff, which the Applicant(s)/Owner(s) understand and acknowledge may include, but not necessarily be limited to, any or all of the following:

- a. Installing temporary and permanent signage;
 - b. Modifying equipment and supply delivery schedules; and/or
 - c. Modifying circulation patterns and related signage and markings.
14. Equipment and supply deliveries shall be scheduled to occur during off-peak hours of operation, to minimize on-site traffic and parking impacts.
15. The Applicant(s)/Owner(s) are solely responsible for ensuring that noise does not, at any time, result in a violation of the Laguna Woods Municipal Code's noise standards nor create an actual or reasonably foreseeable nuisance for adjacent and surrounding properties and uses including, but not limited to, any violation or nuisance caused either entirely or in part by use of the vehicle washing facility. The Applicant(s)/Owner(s) shall take all steps necessary to prevent and immediately resolve such situations and, after a reasonable opportunity to resolve such situations, shall implement any direction received by City staff, which the Applicant(s)/Owner(s) understand and acknowledge may include, but not necessarily be limited to, any or all of the following:
- a) Participating in in-person or telephone conversations with persons reporting noise complaints;
 - b) Modifying or reducing the manner, intensity, or hours of use of the vehicle washing facility;
 - c) Discontinuing the use of exterior amplified sound systems; and/or
 - d) Installing additional sound attenuation.

For the purpose of this condition, "reasonably foreseeable" shall include any determination made based upon the judgement and discretion of the City Council or City Manager.

16. The use of exterior amplified sound systems is prohibited with the exception of (A) the use of exterior amplified sound systems for the purpose of periodic two-way communication between staff and customers (e.g., intercoms located at fuel islands that allow customers to converse with staff), (B) the use of video screens with sound at fuel islands, provided that such sound is only audible during active use of the fuel island at which the video screen with

ITEM 7.1 – Exhibit A to Attachment A

which it is associated is located (e.g., sound is activated upon the start of a transaction and terminates thereafter), or (C) the use of exterior amplified sound systems in connection with special events, temporary uses, or similar activities as may be separately approved and conditioned by the City.

17. This conditional use permit allows for alternative provisions to off-street parking regulations set forth in the Laguna Woods Municipal Code as follows: nine total parking spaces (including the number of accessible parking spaces required by applicable provisions of the California Building Standards Code and Laguna Woods Municipal Code) plus a queue lane for the vehicle washing facility capable of accommodating eight vehicles at an average length of 16 feet per vehicle shall be provided for the project site. Any prospective increase in building size or modification of the conditions of approval may result in modification of these alternative provisions. For the purpose of this condition of approval, parking provided at fuel islands shall not be counted toward the nine total parking spaces required.
18. This conditional use permit allows exceptions and modifications to the wall height provisions set forth in the Laguna Woods Municipal Code, up to a maximum height of eight feet when viewed from either side, along the north and east property lines. Permitted materials for walls in excess of six feet are split face masonry block or similar material where the wall design is visually consistent on both sides of the walls as determined by the City Manager. Barbed wire, razor wire, and similar security treatments are prohibited. The walls along the north and east property lines shall be reconstructed to a height of eight feet prior to any use of the vehicle washing facility.
19. All waste receptacles – as the number and type may change from time-to-time to meet on-site needs or comply with applicable law – shall be stored in trash enclosures enclosed by a roofed structure. Waste receptacles shall not be stored outside of a trash enclosure enclosed by a roofed structure.
20. Graffiti on the property shall be removed at the Applicant(s)'/Owner(s)' expense within 24 hours.
21. Prior to the issuance of the initial certificate of occupancy, both driveways on Moulton Parkway and El Toro Road shall be reconstructed to comply with Americans with Disabilities Act standards, in accordance with County of Orange OC Public Works Department Standard Plan #1209. This includes,

ITEM 7.1 – Exhibit A to Attachment A

but is not limited to, constructing a minimum three-foot pedestrian path across each driveway with a maximum slope of 2%. Transition with the adjoining sidewalks may be required. Prior to the issuance of building permits, the Applicant(s)/Owner(s) shall submit plans and obtain approval from the City Engineer for the reconstruction work. An encroachment permit shall also be obtained prior to the commencement of work, staging, or traffic control for the reconstruction work on City property.

22. In the event of repeated or disproportionately high numbers of calls for law enforcement or other public safety service, or based upon input from the Orange County Sheriff's Department (or successor law enforcement agency) or surrounding businesses or residents, the City Manager may require, at his/her/their discretion, that the Applicant(s)/Owner(s) provide additional on-site security and/or safety measures at the property, as may be reasonably calculated to address situations or circumstances leading to or causing such increased calls for service, or complaints or comments from surrounding residents or businesses.
23. 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 conditions set forth herein.
24. 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.
25. Any request to modify the conditions of approval contained herein shall require review and authorization by the City Manager. 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 modification. The City Manager may in his/her/their discretion refer such decision to the City Council.
26. 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 A to Attachment A

under which the project has been operated or maintained are detrimental to the public health, safety or welfare, or materially injurious to property or animals in the vicinity; or if the project is operated or maintained so as to constitute a public nuisance, or if the project is operated or maintained in violation of any of the conditions of approval set forth herein, or for any other reason permitted by law.

27. Transfer: In the event of transfer of the property to which this conditional use permit 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.

28. Termination:

Upon approval, this conditional use permit shall become null and void (A) upon the expiration of building permits, due to inactivity, obtained to construct this project or (B) after the project has been constructed, 180 calendar days after such time the approved use at the approved location ceases to be operated as noted by lapse of City business license, lapse of California Department of Tax & Fee Administration permit, or date noted by City official with proper site verification of abandonment or discontinuance.

Upon approval, Conditions of Approval #7, #8, #9, and #10 of this conditional use permit pertaining to alcoholic beverage sales shall become null and void if the Applicant(s)/Owner(s) fail to hold the authorized type of ABC license for any period of 180 calendar days or more, unless such period is extended by the City Manager upon a showing that the Applicant(s)/Owner(s) are actively engaged in the ABC application or renewal process.

The City Manager may in his/her/their discretion refer decision regarding termination to the City Council.

This conditional use permit 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 Owner(s) with 10 calendar days to cure.

29. 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

ITEM 7.1 – Exhibit A to Attachment A

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 conditional use permit 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 at its sole discretion participate in the defense of any such action under this condition, with its own counsel.

30. Prior to the issuance of building permits, the Property Owner(s) shall sign and have notarized (acknowledgement) the "Owner(s) Acknowledgement of Conditions of Approval for Conditional Use Permit CUP-1500" 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) ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL FOR
CONDITIONAL USE PERMIT CUP-1500 (“ACKNOWLEDGEMENT”)***

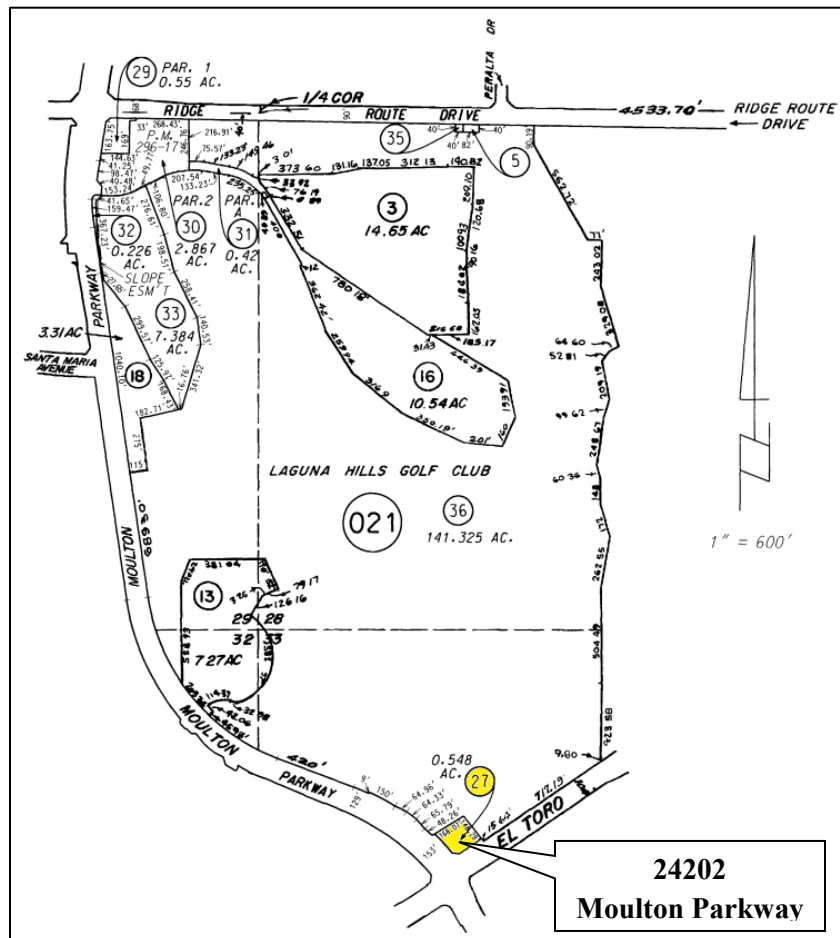
1. ***ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL.*** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) has reviewed all Conditions of Approval for Conditional Use Permit CUP-1500 and has had the opportunity to consult with legal counsel regarding them as the Owner(s) has deemed appropriate.
2. ***PURPOSE.*** The purpose of this ACKNOWLEDGEMENT is to ensure the Owner(s) are aware of the Conditions of Approval for Conditional Use Permit CUP-1500, which “run with the land.” References to “Applicant(s)/Owner(s)” in the Conditions of Approval for Conditional Use Permit CUP-1500 are not intended to, and will not be interpreted by the City as, conferring any additional legal responsibility or liability upon the Owner(s) beyond that which otherwise exists in applicable law, or otherwise changing the Owner(s) existing legal obligations.
3. ***RECORDATION.*** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) consents to the recordation of the Conditions of Approval for Conditional Use Permit CUP-1500, including this ACKNOWLEDGEMENT, in the office of the Clerk-Recorder for the County of Orange.
4. ***AUTHORITY TO EXECUTE.*** The person or persons executing this ACKNOWLEDGEMENT on behalf of the respective Owner(s) represents and warrants that he/she/they has/have the authority to so execute this ACKNOWLEDGEMENT and to bind the respective Owner(s) to its obligations hereunder.
5. ***SEVERABILITY.*** If any term, condition or covenant of this ACKNOWLEDGEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this ACKNOWLEDGEMENT shall not be affected thereby and the ACKNOWLEDGEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

Property Owner – LW Shell, Inc.

Signature: _____ Date: _____

Full Name: _____ Title: _____

SIGNATURE MUST BE NOTARIZED; ATTACH ACKNOWLEDGEMENT.



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MICHAEL PAULS ASSOCIATES

6475 E PACIFIC COAST HWY #135 LONG BEACH CA 90803

March 10, 2021

Rebecca Pennington
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Re: Letter of Public Convenience or Necessity: 24202 Moulton Parkway, Laguna Woods.

Dear Ms. Pennington:

Laguna Woods (L.W.) Shell, owners of the gasoline station / snack shop / carwash located at 24202 Moulton Parkway, California are requesting a Letter of Public Convenience or Necessity for the limited sale of beer and wine for off-site consumption, (ABC, Type 20) in conjunction with a newly proposed gasoline station / convenience market / carwash.

Business history:

A full-service carwash / gasoline station / snack shop was originally constructed in 1996. Our proposal involves the complete demolition and re-construction of the existing site.

The newly proposed environmentally friendly carwash / gasoline station / convenience market will operate 24 hours daily, beer and wine sales will be limited to take place from 7 a.m. to 12 a.m. daily.

Necessity or Convenience:

Unique services offered by the business:

The proposed carwash / gasoline station / convenience market with beer and wine sales offers a unique combination of services not found associated with other businesses in the vicinity.

Laguna Woods Shell will continue to proudly serve residents of Laguna Woods, providing the only carwash within the City limits, while providing more accessible gasoline refueling and offering a wider variety of goods and services within the new convenience market which will include limited beer and wine sales.

While the subject Census Tract is considered over concentrated by the State of California, ABC, the location of the proposed beer and wine license (Type 20) will be the only location within the census tract located in the City of Laguna Woods. The remaining alcohol sales outlets in the Census tract are all located in the neighboring City of Laguna Hills.

Business profitability:

In order to operate a convenience market profitably and remain competitive with other businesses in the area, including surrounding Cities, LW Shell will need to offer similar products including limited beer and wine.

Gasoline stations are a convenience oriented businesses and offering a wide assortment of products and services is essential to the success of the station. Our business plan for the convenience market emphasizes providing a variety of products intended for supplementary grocery shopping. Examples of products sold include locally produced products, organic healthy fare, everyday household goods and imported coffees and tea's as well as specialty beer and wine.

Efficient single point shopping also provides a time saving benefit for customers by providing convenience shopping with wide verity of goods available for purchase. It has been shown statistically that each additional stop needed to purchase additional goods adds an average of 15 - 20 minutes to the average shopping trip or commute.

Property / Business safety:

1. A comprehensive video camera system will be installed which encompasses the entirety of the property both inside the premise and outside. Video cameras will be placed in locations visible to patrons.
2. The service station will be illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.
3. Post and maintain a professional quality sign stating "No loitering is allowed on the premises."
4. Post and maintain a professional quality sign stating "No open alcoholic beverage containers are allowed on these premises."
5. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot as well as the surrounding sidewalk.

Revenue and Management:

We expect that approximately 85% - 90% of revenue in the convenience market to come from non-alcohol beverage sales and 10% - 15% from beer and wine sales.

The owners of Laguna Woods Shell are experienced in the operation of gasoline stations / carwashes and the sale of limited beer and wine in conjunction convenience markets. The business owners are "hands on" operators who emphasize customer service and safety.

Positive impact:

The owners of Laguna Woods Shell are investing over 8 million dollars to replace an older gasoline station / full-service car wash / snack shop which is no longer profitable with a new generation environmentally friendly carwash / more accessible gasoline fueling and a full - service convenience market with limited beer and wine sales.

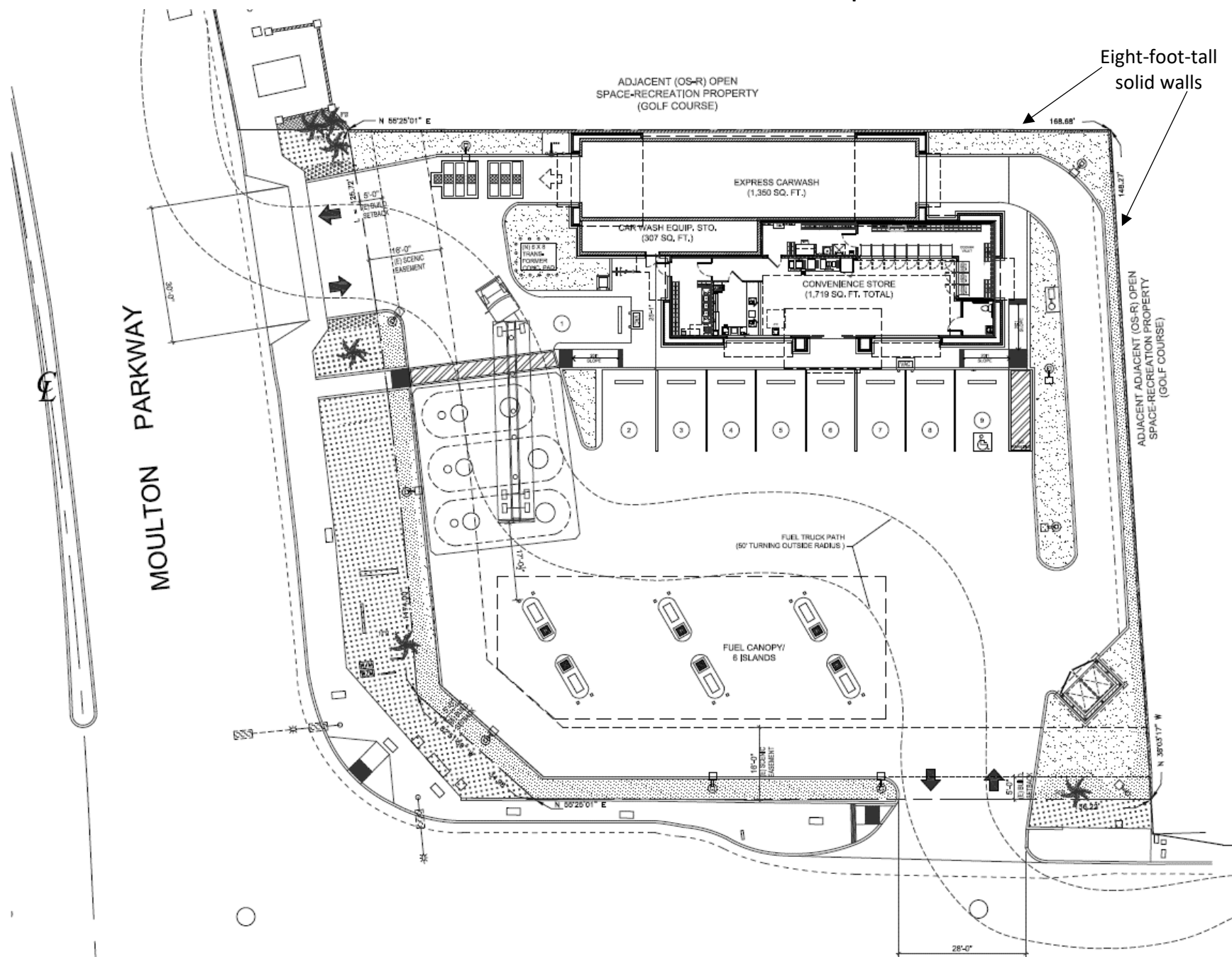
The owners are looking forward to providing excellent service to the community, supporting local organizations and becoming a proud member of the Laguna Woods business community.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Pauls", with a stylized, cursive script.

Michael Pauls

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7.2

**COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PUBLIC FACILITIES & IMPROVEMENTS
PROJECT PROPOSAL**

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City of Laguna Woods Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Christopher Macon, City Manager

FOR: January 19, 2022 Regular Meeting

SUBJECT: Community Development Block Grant (CDBG) Public Facilities & Improvements Project Proposal

Recommendation

1. Receive staff report.

AND
2. Open public hearing.

AND
3. Receive public testimony.

AND
4. Close public hearing.

AND
5. Ratify the City Manager's submittal of a proposal to the County of Orange requesting \$150,000 in Community Development Block Grant (CDBG) funds under the Fiscal Year 2022-23 Public Facilities & Improvements grant program (County of Orange RFP No. 012-212301) to support the "Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6", which generally consists of curb ramp and detectable warning

improvements on Moulton Parkway and sidewalk improvements on El Toro Road.

AND

6. Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RATIFYING THE SUBMITTAL OF A PROPOSAL TO THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, PROSPECTIVELY ACCEPTING THE AWARD OF SUCH CDBG FUNDS, AND MAKING RELATED AUTHORIZATIONS RELATED TO THE FISCAL YEAR 2022-23 PUBLIC FACILITIES & IMPROVEMENTS GRANT PROGRAM (COUNTY OF ORANGE RFP NO. 012-212301)

Background

As allowed by federal law, Orange County cities with populations less than 50,000 may choose to compete for Community Development Block Grant (“CDBG”) funds through programs administered by the State of California or the County of Orange. Laguna Woods and the cities of Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, La Palma, Los Alamitos, Seal Beach, Stanton, and Villa Park compete for CDBG funds through the Orange County Urban County CDBG Program administered by the County of Orange.

Under the Orange County Urban County CDBG Program, the County of Orange accepts proposals for public facilities and improvements grants, annually. A public hearing is required as part of the proposal process.

The City is able to submit one public facilities and improvements proposal per year. Projects must address one or more of the County of Orange’s high priorities: senior centers, homeless facilities, neighborhood facilities, water/sewer improvements, street improvements, sidewalk improvements, and urgent need.

All proposals must be submitted for public facilities. Previously, the City of Seal Beach submitted a proposal for street, sidewalk, and solar improvements located within Leisure World Seal Beach. United States Department of Housing and Urban Development (“HUD”) staff ultimately determined that the proposal was ineligible

as the work would have occurred within a gated community.

Recent CDBG funding awards for the City have included:

- Fiscal Year 2017-18: “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 1” – \$145,700
 - Fiscal Year 2018-19: “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 2” – \$145,700
 - Fiscal Year 2019-20: “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 3” – \$145,700
 - Fiscal Year 2020-21: “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 4” – \$150,000
 - Fiscal Year 2021-22: “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 5” – \$150,000 [subsequent to the award, an additional \$200,000 was awarded for a total of \$350,000; as with all previous ADA Project awards, no match by City funds was required]
- TOTAL FUNDING SINCE BEGINNING OF ADA PROJECT: \$937,100

Discussion

At today’s meeting, the City Council will conduct a public hearing regarding CDBG funding, as such funding is authorized under Title 1 of the Housing and Community Development Act of 1974, as amended. During the public hearing, residents and members of the public are encouraged to provide input on community needs and project priorities related to public facilities and improvements, including on the City’s potential projects and the City’s submittal of a proposal for CDBG funding to the County of Orange for consideration as part of the Orange County Urban County CDBG Program. Following the public hearing, the City Council will consider taking action regarding the submittal of such proposal.

Staff’s recommendation is that the City Council ratify the City Manager’s submittal of a proposal requesting \$150,000 in CDBG funds to support the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6” (“Project”). The Project generally consists of curb ramp and detectable warning improvements on Moulton Parkway and sidewalk improvements on El Toro Road.

While the Project is included in the Capital Improvement Program for Fiscal Year 2022-23, design and construction is contingent on the receipt of external funding.

During the Fiscal Years 2021-32 Capital Improvement Program adoption process, it was anticipated that the City would apply for CDBG funding for the Project.

The County of Orange anticipates awarding funding in spring 2022 with grant terms beginning and ending in Fiscal Year 2022-23.

Environmental Review

It can be seen with certainty that this project has no possibility of having a significant effect on the environment. The proposed action relates only to the submittal of a funding proposal and would not authorize any construction nor physical change or improvement. The environmental review of potential future projects, were funding to be received, would occur during those project design and development processes. Therefore, the proposed submittal of a proposal is not a project subject to the California Environmental Quality Act (“CEQA”) pursuant to sections 15378(b)(4) and 15061(b)(3) of Title 14 of the California Code of Regulations.

Fiscal Impact

Funds received under the Orange County Urban County CDBG Program in amounts of \$150,000 or less per fiscal year are not required to be matched by City funds. Sufficient funds to accommodate staff time necessary to apply for and administer the grant funds once received are included in the City’s existing budget. No new General Fund appropriations would be required.

Grant funds would be received on a reimbursement basis, meaning that the City would be required to make expenditures in advance of receiving offsetting revenue from the County of Orange. Sufficient funds are available within the unassigned General Fund balance for such temporary “loans,” which are explicitly permitted by Administrative Policy 2.9 (Budgeting, Reserves, and Reporting).

Attachment: A – Proposed Resolution

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, RATIFYING THE SUBMITTAL OF A PROPOSAL TO THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, PROSPECTIVELY ACCEPTING THE AWARD OF SUCH CDBG FUNDS, AND MAKING RELATED AUTHORIZATIONS RELATED TO THE FISCAL YEAR 2022-23 PUBLIC FACILITIES & IMPROVEMENTS GRANT PROGRAM (COUNTY OF ORANGE RFP NO. 012-212301)

WHEREAS, the City participates in the Urban County Program administered by the County of Orange, which allows the City to compete for Community Development Block Grant (“CDBG”) funds; and

WHEREAS, the City has submitted a proposal for CDBG funds under the Fiscal Year 2022-23 Public Facilities & Improvements grant program (County of Orange RFP No. 012-212301) to support the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6”; and

WHEREAS, the City desires to prospectively accept the award of CDBG funds described in this resolution and authorize the execution of the agreements, contracts, amendments, and other documentation necessary to do so.

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 ratifies the City Manager’s submission of a proposal for CDBG funds under the Fiscal Year 2022-23 Public Facilities & Improvements grant program (County of Orange RFP No. 012-212301) to support the “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6”.

SECTION 2. The City prospectively accepts the award of up to \$150,000 in CDBG funds through the County of Orange’s Urban County CDBG Program under County of Orange RFP No. 012-212301, which will be used to support the City’s Public Facilities & Improvements Project titled “Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 6”.

SECTION 3. The City Manager or his/her/their designee is authorized to execute, for and on behalf of the City, the necessary agreements(s) and/or any other documents or instruments required by the County or Orange and/or the United States Department of Housing and Urban Development for participation in the Urban County CDBG Program and/or for acceptance and administration of CDBG funds awarded under County of Orange RFP No. 012-212301.

SECTION 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk

8.1
CITY COUNCIL MEETING SCHEDULE
(NO REPORT)

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8.2

**CALIFORNIA ASSEMBLY BILL 1595
(QUIRK-SILVA AND CHOI) (2021-2022)
(AGENDIZED BY MAYOR MOORE)**

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Carol Moore
Mayor

January XX, 2022

Cynthia Conners
Mayor Pro Tem

The Honorable Sharon Quirk-Silva
Assemblymember, 65th District
1440 North Harbor Boulevard, Suite 270
Fullerton, CA 92835

Noel Hatch
Councilmember

Shari L. Horne
Councilmember

The Honorable Steven Choi, Ph.D.
Assemblymember, 68th District
3240 El Camino Real, Suite 110
Irvine, CA 92602

Ed H. Tao
Councilmember

Christopher Macon
City Manager

SUBJECT: AB 1595 –Veterans Cemetery, County of Orange–SUPPORT

Dear Assemblymember Quirk-Silva and Assemblymember Choi:

On behalf of the City of Laguna Woods, thank you for authoring Assembly Bill 1595 to allow the California Department of Veterans Affairs (CalVet) to design, develop, and construct a state-operated veterans cemetery in Orange County. Home to former Army, Navy, and Marine bases and an estimated 104,949 veterans, Orange County is California's largest county without a veterans cemetery.

On July 27, 2021, the Orange County Board of Supervisors (Board) unanimously approved allocating \$20 million exclusively for site development of a veterans cemetery at Gypsum Canyon and adopted a resolution to move forward with planning and developing a site to honor and respect the men and women who served our great country. The Board previously allocated over 200 acres of County of Orange-owned land at Gypsum Canyon in Anaheim Hills near the intersection of the 91 freeway and 241 toll road, which has been deeded to the Orange County Cemetery District (OCCD) for the purpose of building a veterans cemetery.

The County of Orange and OCCD have met with CalVet regarding the Gypsum Canyon site. CalVet is aware that the property will have a separate public civilian cemetery adjacent to it, and that it will be constructed and financed by OCCD separately from a veterans cemetery. OCCD will pay all costs to bring utilities and shared infrastructure to the property.

After years of delay due to lack of consensus on a location, the County of Orange's \$20 million commitment along with OCCD's financing plan offer an unprecedented opportunity to immediately begin funding the site. All 34 Orange County cities have adopted resolutions

The Honorable Sharon Quirk-Silva
The Honorable Steven Choi, Ph.D.
January XX, 2022
Page 2 of 2

supporting the Gypsum Canyon site. In addition, a bipartisan majority of Orange County state and federal delegation members, numerous veterans organization leaders, and more than 140 local elected officials all enthusiastically support a veterans cemetery at Gypsum Canyon. However, legislation is needed to amend the Military & Veterans Code in order to proceed.

Assembly Bill 1595 would allow CalVet to acquire, study, design, develop, construct, and equip a state-owned and state-operated Southern California Veterans Cemetery in Orange County so that we may honor the men and women who served our country and who deserve the right to be buried in Orange County. For these reasons, the City of Laguna Woods supports Assembly Bill 1595.

Sincerely,

Carol Moore
Mayor, City of Laguna Woods

CC: Assemblymember Jacqui Irwin, Chair – Assembly Military & Veterans Affairs Committee
Senator Bob Archuleta, Chair – Senate Military & Veterans Affairs Committee
Christian Burkin, Chief Consultant – Assembly Military & Veterans Affairs Committee
Veronica Badillo, Staff Director – Senate Military & Veterans Affairs Committee
Members, Orange County Legislative Delegation
Members, Orange County Board of Supervisors

ASSEMBLYWOMAN QUIRK-SILVA, 65TH DISTRICT**AB 1595 (QUIRK-SILVA & CHOI): VETERANS CEMETERY****SUMMARY**

Assembly Bill 1595 seeks to authorize a state veterans cemetery at a location within the County of Orange.

BACKGROUND

Orange County is the State's largest county without a veterans cemetery. In 2014, the California Department of Veterans Affairs (CalVet) estimated that the County of Orange was home to approximately 117,000 veterans. Yet, Orange County veterans and their families must travel to the Riverside National Cemetery in order for their service members to be interred at a final and proper resting place.

In 2014, the Legislature approved Assembly Bill (AB) 1453 to begin the process of bringing a state veterans cemetery to Orange County at the Amended and Restated Development Agreement (ARDA) site located at the decommissioned Marine Corps Air Station El Toro in the City of Irvine. However, a lack of consensus, public opposition, and cost concerns prompted a renewed debate around the most suitable location for an Orange County Veterans Cemetery.

In 2017, a second local site known as the "Strawberry Fields" was proposed and accepted by the City of Irvine for consideration. Subsequently, in 2018, a grass roots initiative was passed at the local level overturning the City's previous action. The City then directed staff to study a third proposed site known as the "Golf Course" site, prompting the introduction and passage of AB 368 in 2019.

AB 368 directed CalVet to work with the Department of General Services to deliver a site study analysis on both the ARDA and Golf Course locations. Upon the completion of the study in 2021, the Irvine City Council received a presentation on the outcome of the site study and took no action, effectively preventing CalVet from submitting an application for a federal grant to move the

process of building an Orange County Veterans Cemetery forward.

Each time a new site is proposed, the Legislature has to introduce a new bill to amend the current law. The legislative process takes a year or more.

AB 1595 removes the legislative step out of the process by broadly authorizing CalVet to: acquire, study, design, develop, construct, and equip a state owned and state-operated Southern California Veterans Cemetery within the County of Orange.

EXISTING LAW

Existing law only authorizes CalVet to evaluate the placement of a veterans cemetery in one of two locations in Orange County, thereby excluding from consideration any other site that might be deemed suitable by CalVet and the local community.

AB 1595 simplifies this process by broadly authorizing CalVet in cooperation with the regional local government entities, to acquire, study, design, develop, construct and equip a state owned and operated Southern California Veterans Cemetery within the County of Orange.

THIS BILL

AB 1595 will authorize a state veterans cemetery within the County of orange with input and support by the local community. The bill also includes an urgency clause so that CalVet can promptly start an acquisition study of a proposed cemetery location, as required by law. AB 1595 represents an important milestone in finding a final resting place for Orange County veterans and their families.

SUPPORT

- None received



ASSEMBLYWOMAN QUIRK-SILVA, 65TH DISTRICT

AB 1595 (QUIRK-SILVA & CHOI): VETERANS CEMETERY

CONTACT INFORMATION

Christopher Aguilera
Legislative Aide
Office of Assemblymember Sharon Quirk-Silva,
(916) 319-2065
Christopher.Aguilera@asm.ca.gov



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AB-1595 Veterans cemetery: County of Orange. (2021-2022)

SHARE THIS:



Date Published: 01/03/2022 09:00 PM

CALIFORNIA LEGISLATURE— 2021–2022 REGULAR SESSION

ASSEMBLY BILL

NO. 1595

Introduced by Assembly Members Quirk-Silva and Choi

January 03, 2022

An act to amend Section 1410 of the Military and Veterans Code, relating to veterans, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 1595, as introduced, Quirk-Silva. Veterans cemetery: County of Orange.

Existing law requires the Department of Veterans Affairs to acquire, study, design, develop, construct, and equip a state-owned and state-operated Southern California Veterans Cemetery in the County of Orange at one of 2 possible sites, as specified. Existing law requires the department to, after completing acquisition studies on both sites, consult with the Department of General Services to determine which site to pursue based on the economic feasibility, benefits to veterans and City of Irvine residents, and availability of each location. Existing law makes honorably discharged veterans, their spouses, and dependent children eligible for interment in the cemetery, as specified.

This bill would delete those site selection requirements and would instead require the department to acquire, study, design, develop, construct, and equip a state-owned and state-operated Southern California Veterans Cemetery in the County of Orange.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1410 of the Military and Veterans Code is amended to read:

1410. (a) (1) Pursuant to Section 1412, the department, in voluntary cooperation with local government entities in the County of Orange, shall acquire, study, design, develop, construct, and equip a state-owned and state-operated Southern California Veterans Cemetery, which shall be located ~~at either the site of the former Marine Corps Air Station El Toro, on 125 acres known as the Amended and Restated Development Agreement Site in the~~

ITEM 8.2 - Attachment C

~~Orange County Great Park in the City of Irvine or at the approximately 100 acres known as the Golf Course Site in the Orange County Great Park in the City of Irvine, as described and adopted by the City Council of the City of Irvine at the July 23, 2019, special joint meeting. The department shall, after completing acquisition studies on both sites, consult with the Department of General Services to determine which site to pursue based on the economic feasibility, benefits to veterans and City of Irvine residents, and availability of each location.~~ *in the County of Orange.*

(2) The department shall oversee and coordinate the acquisition, study, design, development, and construction of the cemetery.

(3) For purposes of this chapter, "department" ~~shall mean~~ *means* the Department of Veterans Affairs.

(b) (1) Subject to the eligibility requirements described in Section 2402 of Title 38 of the United States Code, as it may be amended, honorably discharged veterans and their spouses and eligible dependent children are eligible for interment in the cemetery. The department shall establish a fee to be charged for interment of veteran spouses and eligible dependent children. The amount of the fee shall not exceed the reasonable costs to the department for interment in the cemetery.

(2) Subject to Section 1418, for the purposes of this subdivision, the department shall adopt regulations to specify the eligibility requirements for interment in the cemetery.

(3) All fees received pursuant to paragraph (1) shall be deposited in the Southern California Veterans Cemetery Perpetual Maintenance Fund created pursuant to Section 1412.

SEC. 2. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

It is necessary that this act take effect immediately in order to commence with the design, development, and construction of the Southern California Veterans Cemetery at the earliest possible time.

8.3

**COMPENSATION EQUITY GUIDELINES FOR
PUBLIC EMPLOYEES IN ORANGE COUNTY
(AGENDIZED BY MAYOR MOORE)**

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RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, EXPRESSING SUPPORT FOR COMPENSATION EQUITY GUIDELINES FOR PUBLIC EMPLOYEES IN ORANGE COUNTY

WHEREAS, the City of Laguna Woods supports economic justice as well as environmental justice within the City; and

WHEREAS, the City of Laguna Woods also supports economic justice within the County of Orange; and

WHEREAS, the City of Laguna Woods is located within the County of Orange; and

WHEREAS, the City of Laguna Woods understands the inclusion of equity must be integrated with fiscal responsibility; and

WHEREAS, the City of Laguna Woods understands total compensation includes all benefits.

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

SECTION 1. The City of Laguna Woods does hereby stand for fairness, equity, and justice by Expressing the City of Laguna Woods support for the following:

Total compensation paid to any Public Employee of Orange County may not exceed 5 times the lowest total paid compensation excluding overtime of a full time employee in that public agency, authority, district, city, county, bureau, administrative unit or other public organization.

SECTION 2. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

[SIGNATURES ON NEXT PAGE]

PASSED, APPROVED AND ADOPTED on this XX day of XX 2022.

CAROL MOORE, 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. 22-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 2022, by the following vote:

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

YOLIE TRIPPY, CMC, City Clerk